



Xavier College Enterprise Agreement 2023

Your IEU-negotiated Agreement
covering your pay and conditions



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DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Xavier College Limited
(AG2023/5085)

XAVIER COLLEGE ENTERPRISE AGREEMENT 2023

Educational services

COMMISSIONER LEE

MELBOURNE, 3 JANUARY 2024

Application for approval of the Xavier College Enterprise Agreement 2023

[1] An application has been made for approval of an enterprise agreement known as the *Xavier College Enterprise Agreement 2023* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Xavier College Limited. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The Independent Education Union of Australia being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 10 January 2024. The nominal expiry date of the Agreement is 3 January 2028.



COMMISSIONER

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2023/5085

Applicant:
Xavier College Limited

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, William Doherty, Principal have the authority given to me by Xavier College Limited to give the following undertakings with respect to the *Xavier College Enterprise Agreement 2023* ("the Agreement"):

1. Clause 40.2 of the Agreement be amended to read as follows:

At the time of engagement, the College will provide the Employee with a letter of appointment stating the commencement date, the nature of employment (full time or part time), the Employee's classification, and the rate of salary applicable on commencement. The College and Employee will agree in writing on a regular pattern of work specifying the hours worked each day, which days of the week the Employee will work, the number of weeks of the school year the Employee will work, and the actual starting and finishing times each day.

2. Clause 40.6 of the Agreement be amended to read as follows:

The College by agreement with the Employee concerned may vary a part-time Employee's time fraction as initially agreed to under 40.2 (and salary) by up to 0.2 of an Employee's existing time fraction in a calendar year. This right extends to both an increase and a reduction of 0.2. Any variation of more than 0.2 of an Employee's existing time fraction (without the Employee's agreement) will be entitled to the provisions of cl.28 - Redundancy. The College will give an affected Employee a minimum of 4 weeks' notice of any alteration to his or her load under this clause, unless agreed by both parties to proceed in a lesser period of time.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

21 December 2023

Date



XAVIER COLLEGE

ENTERPRISE AGREEMENT 2023

Xavier College Conditions of Employment Agreement 2023


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EXECUTED as an agreement this 8 day of DECEMBER 2023

EMPLOYER REPRESENTATIVE

Signed: 

Name in full (printed): WILLIAM JOHN DOHERTY

Position title: PRINCIPAL

Authority to sign explained: PRINCIPAL AND EMPLOYER OF STAFF COVERED BY AGREEMENT

Address: XAVIER COLLEGE, 135 BARKERS RD, KEW, 3101

Witness name in full and address: SUSANNAH ROBERTS
XAVIER COLLEGE, 135 BARKERS ROAD KEW, 3101

EMPLOYEE REPRESENTATIVE

Signed: 

Name in full (printed): PETER ANDREW ROBERT

Position title: TEACHER

Authority to sign explained: EMPLOYEE BARGAINING REPRESENTATIVE

Address: XAVIER COLLEGE, 135 BARKERS RD, KEW, 3101

Witness name in full and address: NICHOLAS COWALL
XAVIER COLLEGE, 135 BARKERS RD, KEW 3101

Part 1 – APPLICATION AND OPERATION

1. Title

- 1.1 This Agreement is to be known as the Xavier College Enterprise Agreement 2023 (the 'Agreement') and is a Single Enterprise Agreement made pursuant to section 172(2) of the *Fair Work Act 2009* (Cth).
- 1.2 Xavier College Limited and the Employees of the College have reached this Agreement as part of their ongoing commitment to achieving excellence in Jesuit education in a way which will benefit all members of the College community.
- 1.3 This Agreement is binding on Xavier College Limited who is the Employer in Victoria and all Employees who are employed at Xavier College, other than the College Rector, Principal, Members of the College Executive who are contractually excluded and any casual employees.

2. Commencement and Period of Operation

- 2.1 Where the Agreement passes the Better Off Overall Test (BOOT), the Agreement will come into operation seven days after being approved by the Fair Work Commission (FWC), in accordance with s.54 of the FW Act. The nominal expiry date of the Agreement is four years from the day on which the Fair Work Commission approves the Agreement.
- 2.2 Prior to the nominal expiry date of this Agreement, the employees and the College will meet to discuss any issues that have arisen about the terms of the Agreement. The employees or the College may initiate the meeting.

3. Definitions and Interpretation

Agreement	Means the Xavier College Enterprise Agreement 2023
Award/s	Means the <i>Educational Services (Teachers Award) 2020</i> and/or the <i>Educational Services (General Staff) Award 2020</i> or successor awards
Boarding Supervision Services	Means a General Staff employee whose principal duties are to support the operation of a school's boarding house in relation to the supervision of students
Classroom Support Services	Means a General Staff employee whose principal duties are to provide support to teachers and students in a primary or secondary classroom or to individual students or groups of students
Cocurricular Duties	Means duties that include, but are not limited to, duties associated with pastoral care, the performing arts, sport, debating and camps whether during school hours, on weekends or evenings. Further details are outlined in the Xavier College Cocurricular Framework and Guidelines for Staff (2024), which forms part of the Staff Manual. The Xavier College Cocurricular Framework and Guidelines for Staff (2024) is not incorporated into and does not form part of the Agreement.
College	Means Xavier College Limited (ABN 51 621 514 172)
Curriculum/Resources Services	Means a General Staff employee whose principal duties are to support the operation of curriculum-related services, such as those provided by a library, laboratory or technology centre
Director	Means the employee appointed by the College to be responsible for the overall management and administration of a service
Early Childhood Service	Means a program which provides the core curriculum provided to children under school age (three, four and five year old children)
Early Childhood Teacher	Means an employee, including an employee employed as a Director or Coordinator of an Early Childhood Service, who is employed to teach children enrolled in the Early Childhood Service

Employee	Means a person covered by this Agreement
Five Year Trained Teacher	<p>Means a teacher:</p> <p>who has completed an undergraduate degree or a degree in education that requires four years of full-time study at an Australian university, and a postgraduate degree requiring at least one year of full-time study at an Australian university, or the equivalent, as determined by the Victorian Institute of Teaching (VIT); or</p> <p>who has completed a degree in early childhood education that requires four years of full-time study at an Australian university, and a postgraduate degree requiring at least one year of full-time study at an Australian university, or the equivalent, as determined by the relevant licensing and accreditation authority for early childhood teachers</p>
Four Year Trained Teacher	<p>Means a teacher:</p> <p>who has completed an undergraduate degree or a degree and a graduate diploma in education which requires a total of four years of full-time study at an Australian university, as determined by the Victorian Institute of Teaching (VIT); or</p> <p>or who has completed a degree in education that requires four years of full-time study at an Australian university, or the equivalent, as determined by the Victorian Institute of Teaching (VIT); or</p> <p>who has completed a degree in early childhood education that requires four years of full-time study at an Australian university, or the equivalent, as determined by the relevant licensing and accreditation authority for early childhood teachers.</p>
FW Act	Means the <i>Fair Work Act</i> 2009 (Cth) or its successor(s)
FWC	Means Fair Work Commission or its successor(s)
General Staff Employee	Means an employee other than a teacher who is covered by this Agreement

Immediate Family	<p>Means:</p> <p>spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and</p> <p>child or an adult child (including an adopted child, a step child or an ex-nuptial child), a parent, a grandparent, grandchild or sibling of the employee or spouse of the employee.</p>
Instructional Services	Means a General Staff employee, other than a qualified Teacher, whose principal duties are to develop the framework for and provide instruction to students (within a structured learning environment) under the general supervision of a member of the teaching staff
LSL Act	Means the <i>Long Service Leave Act 2018 (Vic)</i> or its successor(s)
NES	Means the National Employment Standards as contained in Part 2-2 of the <i>Fair Work Act 2009 (Cth)</i>
Non Term Weeks	Means weeks, or part thereof, in the school year other than term weeks and includes periods designated as school holidays for students. The total number of non- term weeks will include the following: at least two full weeks following the conclusion of either Term 1, 2 or 3 and at least 3 full weeks following the conclusion of either Term 2 or 3 and a continuous period at the conclusion of Term 4.
Nursing Services	Means a General Staff employee who is a registered nurse in the relevant State or Territory and is employed as such.
Preschool/Childcare Services	Means a General Staff Employee whose principal duties are to work with children in a preschool, early learning centre or kindergarten operated by a school for pre-primary aged children, a childcare centre or an outside school hours care program (other than a qualified preschool/early childhood teacher)
Principal	Means the Principal of Xavier College Limited or their nominee

Registered Medical Practitioner	Means a person who is qualified to practice medicine in Australia and who is registered with the Medical Board of Australia
School Board	Means the Board of Xavier College Limited
School Administration Services	Means a General Staff employee whose principal duties are in the functional areas of the school's business operations, including but not limited to clerical, administration, finance, marketing, fundraising, public relations, information technology, human resources administration and information management
School Operational Services	Means a General Staff employee whose principal duties are to support the other services of a school, including but limited to: <ul style="list-style-type: none"> • construction, plumbing, carpentry, painting and other trades; • cleaning, maintenance, school facility management; • security, caretaking; • gardening, turf management, farming; • retailing-canteens, uniform shops, book shops; • cooking/catering, housekeeping, laundry; and bus driving and vehicle maintenance
School Teacher	Means a person who holds a Full or Provisional Registration or Permission to Teach granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic) and is employed to teach an educational program. This definition includes a qualified Teacher Librarian but does not include a person employed as Principal or a Deputy Principal, by whatever name called
School Year	Means the period of 12 months commencing from the day the employees are required to attend the school for the new educational year or the calendar year, as determined by the school, and includes term weeks and non-term weeks

Staff Manual	Means the Xavier College Staff Manual, as applicable at each of the School campuses and as amended from time to time. The Staff Manual is not incorporated into, and does not form part of this Agreement.
Standard Rate	Means the annual salary applicable to Level 3.1 for a General Staff employee, or a Level 1 for a Teacher
Teacher	Means a School Teacher and an Early Childhood Teacher, unless separately specified
Term Weeks	Means the weeks, or part thereof, in the School year that students are required to attend school and designated student free days as set out in the school calendar. Term weeks will not exceed 193 days.
Victorian Institute of Teaching	Means the statutory authority for the registration of Teachers established pursuant to the <i>Education and Training Reform Act 2006</i> (Vic) or its successor(s)
Wellbeing Services	Means a General Staff employee whose principal duties are to support the health and wellbeing of students, and employees, where appropriate. This may include home/school liaison, counsellors and therapists
WIRC Act	<i>Means the Workplace Injury Rehabilitation and Compensation Act 2013</i> (Vic) or its successor

4. Coverage

4.1 This Agreement covers:

- (a) the College;
- (b) Teachers as defined in cl.3 of this Agreement; and
- (c) General Staff Employees.

4.2 This Agreement does not cover:

- (a) Principal;
- (b) The College Rector and any other member of the Society of Jesus;
- (c) Members of the College Executive who are contractually excluded;
- (d) any employee engaged as a Casual;
- (e) Apprentices;
- (f) Trainees; or
- (g) Employees on a supported wage system.

5. Relationship to Awards

5.1 This Agreement operates to the complete exclusion of all Awards which would otherwise apply to employees covered by this Agreement including, but not limited to the *Educational Services (Schools) General Staff Award 2020* and *Educational Services (Teachers) Award 2020* and wholly replaces the *Xavier College Enterprise Agreement 2016*.

6. The National Employment Standards

6.1 The National Employment Standards (NES) as contained in Part 2-2 of the FW Act are the minimum entitlements to which an employee covered by this Agreement is entitled to. This Agreement may provide ancillary or supplementary terms in respect of the NES.

6.2 This Agreement provides industry and enterprise specific detail where it deals with a matter provided for in the NES.

6.3 This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

Part 2 – CONSULTATION AND DISPUTE RESOLUTION

7. Consultation About Change

7.1 This clause applies if the College:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that

- is likely to have a significant effect on the employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

7.2 For a major change referred to in clause 7.1(a):

- (a) the College must notify the relevant employees of the decision to introduce the major change; and
- (b) clauses 7.3 to 7.9 apply.

7.3 The relevant employees may appoint a Representative for the purposes of the procedures in this term.

7.4 If:

- (a) a relevant employee appoints, or relevant employees appoint, a Representative for the purposes of consultation; and
- (b) the employee or employees advise the College of the identity of the Representative;
- (c) the College must recognise the Representative.

7.5 As soon as practicable after making its decision, the College must:

- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the College is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion - provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.

7.6 However, the College is not required to disclose confidential or commercially sensitive information to the relevant employees.

7.7 The College must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

7.8 If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the College, the

requirements set out in clause 7.2(a) and clauses 7.3 and 7.5 are taken not to apply.

- 7.9** In this clause, a major change is likely to have a significant effect on employees if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the College's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 7.10** For a change referred to in cl.7.1(b):
- (a) the College must notify the relevant employees of the proposed change; and
 - (b) cl.7.11 to 7.15 apply.
- 7.11** The relevant employees may appoint a Representative for the purposes of the procedures in this clause.
- 7.12** If:
- (a) a relevant employee appoints, or relevant employees appoint, a Representative for the purposes of consultation; and
 - (b) the employee or employees advise the College of the identity of the Representative; the College must recognise the Representative.

7.13 The College must:

- (a) discuss with the relevant employees the introduction of the change; and
- (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence); and
 - (ii) information about what the College reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the College reasonably believes are likely to affect the employees; and
- (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

7.14 However, the College is not required to disclose confidential or commercially sensitive information to the relevant employees.

7.15 The College must give genuine consideration to matters raised about the change by the relevant employees.

7.16 For the purposes of cl.7.11 to 7.15, the College's educational timetable in respect of academic classes and student activities, which:

- (a) may operate on a term, semester or a School Year basis, and
- (b) ordinarily changes between one period of operation and the next, and
- (c) may change during the period of operation,

is not a regular roster.

7.17 However, where a change to the College's educational timetable directly results in a change:

- (a) to the number of ordinary hours of work of an employee, or
- (b) to the spread of hours over which the employee's ordinary hours are required to be worked, or
- (c) to the days over which the employee is required to work,
- (d) cl.7.11 to 7.15 will apply.
- (e) In this clause:
- (f) relevant employees means the employees who may be affected by a change referred to in cl.7.1.

8. Principal's Consultative Committee

8.1 Purpose of consultation

- (a) The parties acknowledge that staff morale and job satisfaction is enhanced where the views of staff are taken into account.
- (b) The aim of this clause is to establish workplace consultative arrangements that ensure the Principal's responsibility, as the Employer's representative, to make school-based decisions are carried out in a framework that enables staff to have input into decisions that affect their working life.
- (c) With broad overarching responsibilities, the Principal is responsible to the College Board for the overall day to day management of the College. The Principal's key accountabilities include all aspects of the educational program and teaching and learning outcomes, student welfare and programs, child safety, professional standards and integrity, personnel care and growth, financial performance and planning, operational capacity, risk management, strategic planning and College representation.
- (d) The Principal acts as the Board's chief policy adviser and is expected to keep the Board and its Committees fully acquainted about key issues and important governance information.
- (e) The Principal is assisted in meeting this responsibility through collaboration with staff. This is exercised through appointed positions of leadership, as well as through a consultative opportunity provided by way of the Principal's Consultative Committee.
- (f) Consultation about matters which are set out in Clause 7 - Consultation about Change are not covered by this Clause. This Clause relates more closely to the maintenance of open and collaborative communication channels to foster respectful conversation about a range of matters that would not meet the definition of major change.

8.2 Purpose of the Principal's Consultative Committee

- (a) The purpose of the Principal's Consultative Committee is to enable matters of observation, concern and progressive thinking to be tabled in a forum for the Principal's knowledge and consideration. It enables feedback to be provided directly from staff representation, as well as for the Principal to share information with staff representatives and to seek advice or feedback.
- (b) For the purpose of this clause, the parties respect the principles underpinning the following comments made by Smith C. in CPSU, the *Community and Public Sector Union v Vodaphone Network Pty Ltd* (Print PR911257) "Consultation is not perfunctory advice on what is about to happen. This is a common misconception. Consultation is providing the individual, or other relevant persons, with a bona fide

opportunity to influence the decision maker ... Consultation is not joint decision making or even a negative or frustrating barrier to the prerogative of management to make decisions. Consultation allows the decision-making process to be informed, particularly as it may affect the employment prospects of individuals.”

(c) A key area of consultation may be about workload related matters.

Consultation about workload matters in this context may relate to the professional expectations of Teachers and General Staff might include the following:

- i teaching the curriculum (Teachers)
- ii the key tasks involved in the work of a General Staff members including hours of work and fair access to overtime, remuneration;
- iii curriculum development, resourcing, preparation, assessment, record keeping and reporting;
- iv class sizes, scheduled class time, curriculum, resourcing, availability of specialist or support staff;
- v student pastoral care, supervision and compliance with the Child Safe Standards;
- vi Professional Standards;
- vii expectations regarding meetings and administration;
- viii professional development;
- ix the cocurricular program and staff engagement;
- x professional collegial activities;
- xi wellbeing initiatives and activities that will promote a positive and inclusive culture;
- xii the mission of Jesuit education.

8.3 Principal's Consultative Committee

(a) Membership

The membership of the Committee will comprise:

- i the Principal (or his/her delegate);
- ii two College leadership nominees selected by the Principal;
- iii two staff nominees from Senior School Teachers between Years 7-12
- iv two staff nominees from the General Staff located on the Senior Campus;
- v two staff nominees from Junior School Teachers between Kindergarten and Year 6;
- vi one staff nominee from the General Staff at the Junior School;
- vii one staff nominee selected by the Principal who is a member of staff that represents a group not otherwise actively represented in this group's composition;
- viii one nominee of the Union from Senior School;
- ix one nominee of the Union from Junior School;

- x any other individual member of staff or small group who may be able to contribute to discussion on a specific matter at the invitation of the Principal (by invitation on an as needs basis, noting that this person is not a member of the Principal's Consultative Committee);
- xi the Rector also has a standing invitation.

8.4 Members are appointed for a period of two (2) years through an appropriate election/appointment mechanism and are eligible for successive Committee membership up to a period of two terms (4 years).

8.5 Expressions of Interest will be sought on behalf of the Principal's Office whenever vacancies occur (or are imminent) with the aim of maintaining an uninterrupted, effective and engaged channel of communication.

8.6 On the occasion there are two or more individuals who express interest in a particular role, staff at the relevant campus will have the opportunity to partake in a ballot process, and appointment will be made accordingly.

(b) Meeting schedule

8.7 The Principal or his delegate will convene the following meetings each term:

- i Burke Hall sub meeting – for members predominantly based at Burke Hall
- ii Senior Campus sub meeting– for members predominantly based at Senior Campus
- iii College wide meeting – for all Committee members.

8.8 The Campus based sub-meetings are intended to allow for discussion of local (campus-based) issues that may be able to be considered and addressed with the assistance of the Director of Campus or their delegate. These meetings may also raise and develop ideas relating to College-wide matters, but these will be tabled and discussed at meetings that involve members from both areas.

8.9 Attendees at the Campus specific sub meetings are encouraged to attend College wide PCC meetings wherever possible.

8.10 Each member (other than the Principal, his/her designated leaders and the staff IEU nominee) is expected to attend a total of two (2) meetings each Term.

8.11 Additional meetings may be convened by the Principal or by at least three other members of the Committee on the basis that the purpose is shared with the committee and that there is a reasonable opportunity to arrange a meeting.

8.12 A quorum of at least five (5) staff representatives is required to allow a meeting to proceed. In the absence of a quorum being available, some urgent discussion and action planning may be conducted but significant decisions will not be confirmed and acted upon.

8.13 Meetings of the committee will be scheduled with due consideration for suitable notice, enabling staff input to the agenda. According to the needs of the agenda committee meetings may be held with solely Junior school committee

representatives, Senior school committee representatives or the entire committee on a need's basis.

- 8.14 Where the Principal makes a decision which is not consistent with a proposal or recommendation (if a recommendation is made) put forward by at least three members of the Consultative Committee, the Principal shall provide to all staff, in writing, the reasons for the decision, within 14 days.
- 8.15 All members accept and agree that some matters discussed within the confines of a meeting may be designated 'confidential' and they will maintain the confidentiality of the issue, individual views or matters to be further explored. At all times, members of the Committee are expected to conduct themselves with professional integrity and should not use information or matters discussed in a Principal's Consultative Committee beyond or contrary to the purpose it was intended.

9. Dispute Resolution

- 9.1 The dispute resolution procedure applies when an employee has a dispute about the operation of part or all of this Agreement or about the application of the NES.
- 9.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures of this clause.
- 9.3 **Step 1**
Every attempt will be made to resolve a dispute arising under this Agreement by discussions between the employee concerned and his or her direct supervisor. This does not preclude the right of either party to seek advice from outside the College, nor does it necessitate such an approach where this is impracticable.
- 9.4 **Step 2**
Where the dispute is not resolved by Step 1, the employee or the supervisor may refer the matter to the Principal in an attempt to resolve it.
- 9.5 **Step 3**
Where the dispute has not been resolved by Step 2, the parties may agree to refer it to a mutually acceptable mediator for resolution.
- 9.6 **Step 4**
In the event that Steps 1, 2 and 3 fail to resolve the matter, it may be referred by either party to the Fair Work Commission for conciliation and/or arbitration. In normal circumstances, the matter should not be referred by either party to the Fair Work Commission prior to the completion of Steps 1 and 2 and, where agreed, Step 3.
- 9.7 Except where the services of an employee are terminated by the College without notice due to serious misconduct, while the parties are trying to resolve the dispute using the procedures in this clause:
 - (a) the employee must continue to perform his or her work in accordance with College practices and policies prior to the dispute arising, or other agreed

arrangements, unless the employee has a reasonable concern about an imminent risk to his or her health or safety; and

- (b) the employee must comply with a direction given by the College to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse.

Note: If the FWC arbitrates the dispute, it may also use the powers that are available to it under the FW Act. A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the FW Act. Therefore, an appeal may be made against the decisions.

Part 3 – CONDITIONS FOR ALL EMPLOYEES

10. Agreement Flexibility

10.1 The College and employees covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- (a) the Agreement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
- (b) the arrangement meets the genuine needs of the College and the employee in relation to one or more of the matters mentioned in paragraph (a);
- (c) the arrangement is genuinely agreed to by the College and the employee.

10.2 The College must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the FW Act; and
- (b) are not unlawful terms under section 194 of the FW Act; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

10.3 The College must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the College and employee; and

- (c) is signed by the College and employee and if the employee is under
- (d) 18 years of age, signed by a parent or guardian of the employee; and
- (e) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.

10.4 The College must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

10.5 The College or an employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the College and employee agree in writing, at any time.

11. Appointment

11.1 On appointment to the College, employees will receive a letter of appointment.

11.2 Employees may be offered a fixed term contract for a maximum of one year and if their employment is to be continued, then they will be offered ongoing status, except where the fixed term arrangement being offered is for a parental leave replacement or for a specific project (which will be limited to a fixed term period of employment for not more than two years).

11.3 The College may direct any employee to perform such duties as are within the limits of the employee's skill, competence and training.

11.4 Employees may be required to work at any one of the two metropolitan campuses.

12. Minimum Employment Period

12.1 An employee's employment is contingent upon the satisfactory completion of a six month minimum term employment period as defined by the FW Act.

12.2 If the College is to terminate the employment of an employee during the minimum employment period, the College does not need to comply with any due process, performance or conduct management policies or procedures in place from time to time or cl.27 Performance and Conduct Management.

- 12.3** If the College is to terminate the employment of an employee within the first six months of the employee's employment commencing, the employee is entitled to notice prescribed as follows or payment in lieu of notice:
- (a) A teacher is entitled to a minimum of seven term weeks' notice.
 - (b) A general staff member is entitled to a minimum of four weeks' notice.

12.4 If the employee is to resign within the first six months of the employee's employment commencing, then the employee is required to give the same notice required of the College in 12.3 above.

13. Annual Leave

13.1 Annual leave is provided for in the NES. This clause supplements the NES provisions.

13.2 Clause 37 provides further details on conditions related to annual leave entitlements for Teachers.

13.3 Clause 42 provides further details on conditions related to annual leave for General Staff employees.

13.4 Timing of Annual Leave

- (a) A teacher must take annual leave during non-term weeks. Leave must generally be taken in the four week period immediately following the final term week of the current school or preschool year, unless otherwise agreed to with the College.
- (b) A General Staff employee who has ordinary hours of work for 52 weeks per year (including non-term time) may take annual leave at a time convenient to both the College and the employee. Such employees are not precluded from taking leave during term-time, provided they have obtained advanced approval from the College.

13.5 Crediting of Annual Leave

- (a) The College may allow a General Staff employee to take annual leave before the leave has accrued in accordance with this clause.
- (b) Each crediting of annual leave must be the subject of a separate agreement in writing between the College and the General Staff employee which states the amount of leave to be taken in advance and the date on which the leave is to commence.
- (c) Where paid leave has been granted in excess of the accrued entitlement, and the General Staff employee subsequently leaves, the College is entitled to

deduct the amount of leave in advance still owing from any remuneration payable to the General Staff employee upon termination of employment.

13.6 Cashing out of Annual Leave

- (a) A General Staff employee may make a request to cash out a period of paid annual leave in accordance with this clause.
- (b) The College may agree to a request to cash out a period of paid annual leave in accordance with this clause.
- (c) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement in writing between the College and the General Staff employee which states:
 - (i) the amount of leave to be cashed out;
 - (ii) the payment to be made to the General Staff employee for the leave; and
 - (iii) the date on which the payment is to be made.
- (d) The payment must not be less than the amount that would have been payable had the General Staff employee taken the leave at the time the payment is made.
- (e) An agreement must not result in the General Staff employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.

14. Personal/Carer's Leave

- 14.1** Personal/carer's leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 14.2** A full-time employee will be credited 15 days of personal/carer's leave at the commencement of their employment with the College, and pro-rata for part-time employees. In the second and subsequent year of service any additional entitlement to personal/carer's leave will accrue progressively during a year of service according to the employee's ordinary hours of work. All personal/carer's leave will accumulate from year to year. The Principal may, at their sole discretion, approve additional paid leave in exceptional circumstances. Where paid personal leave credits have been exhausted and subject to clauses 23.3 and 23.4 an employee shall be entitled to unpaid personal leave. This entitlement is subject to the production of a certificate from a legally qualified medical practitioner or other evidence satisfactory to the College when requested.

14.3 An employee is entitled to personal leave provided that:

- (a) upon request, the employee produces a medical certificate, statutory declaration or other evidence satisfactory to the College for any absence of more than three consecutive days;
- (b) upon request, the employee provides a medical certificate, statutory declaration or other evidence satisfactory to the College for any absence contiguous with a public holiday falling during term weeks or adjacent to a non-term week to which the employee is entitled and which would not

- (c) otherwise require the production of a certificate;
- (c) upon request, the employee produces a medical certificate, statutory declaration or other evidence satisfactory to the College where the number of paid days of personal leave already taken without the production of a medical certificate or other evidence satisfactory to the College exceed eight days in the one year.

14.4 A part time employee who is unable because of personal illness or injury to perform the employee's duties is entitled:

- (a) to be absent from work in the same proportion to the number of personal leave days to which a full time employee would be entitled; and
- (b) to receive payment of the amount which would otherwise have been payable to that employee.

14.5 The College may require an employee who claims personal leave whilst on long service leave to be examined by a legally qualified medical practitioner of the College's choice, provided the practitioner is reasonably accessible to the employee.

14.6 An employee with responsibilities in relation to either members of the employee's immediate family or household who need the employee's care and support, subject to meeting the notice and evidentiary requirements of the College, and complying with any policies and procedures, is entitled to access carer's leave. The amount of carer's leave which may be granted in any one year is subject to the amount of personal leave the employee has accrued.

15. Compassionate Leave

15.1 Compassionate leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.

15.2 An employee may take three (3) days paid leave per occasion when a member of the employee's immediate family or household dies or when the employee's immediate family or household member contracts or develops a personal injury or illness that poses a serious threat to life.

15.3 Compassionate leave may be taken in a single unbroken period or in separate periods of one day each or as agreed by the College and the employee.

15.4 The employee is entitled to compassionate leave only if the employee gives the College any evidence that the College reasonably requires of the illness, injury or death. Reasonable evidence may either take the form of a medical certificate from a Registered Medical Practitioner or statutory declaration.

15.5 An employee may apply for further unpaid leave or paid leave which may be granted at the Principal's discretion.

16. Community Service Leave

16.1 Community service leave is provided for in the NES. Each of the following is an eligible community service activity:

- (a) jury service;
- (b) a voluntary emergency management activity;
- (c) the employee is a member of, or has a member-like association with, a recognised emergency management body such as a fire fighting, civil defence or rescue body, or part of such a body.

17. Jury Service Leave

- (a) An employee who is required to appear and/or serve as a juror will be entitled to be granted leave for the period during which attendance at court is required.
- (b) An employee must notify the College as soon as possible of the date upon which the employee is required to attend for jury service.
- (c) An employee must provide the College with written proof of the requirement to attend for jury service and an estimate of the duration of the absence from duty.
- (d) The employee must inform the College immediately of any change to the known period of absence.
- (e) Subject to cl.17(b), (c) and (d), the College will grant an employee leave with pay for the period of the jury service pursuant to cl.17(a).

18. Public Holidays

Public holidays are provided for in the NES. This Agreement provides for ancillary or supplementary detail.

19. Payment for work on a public holiday

A General Staff employee required to work on a public holiday will be paid at the rate of 250% for ordinary hours performed, unless the College and the employee have agreed to the employee taking a day off instead of payment in which case the employee will be paid at the ordinary time rate for work on the public holiday.

19.1 Substitution of public holidays

By agreement between the College and an individual employee, an alternate day may be taken as a public holiday in lieu of any of the days specified by the NES.

20. Long Service Leave

20.1 Long service leave is provided for in accordance with the NES, or where applicable, the Long Service Leave Act 2018 (Vic) as amended from time to time. This Agreement provides ancillary or supplementary terms.

- 20.2** An employee shall be entitled to long-service leave in accordance with this clause on ordinary pay (including full-year allowances) in respect of the employee's continuous employment with the College. This includes eligible service in Catholic Education in Victoria and such other Colleges as College policy approves from time to time, (College policies are not incorporated into, and do not form part, of this Agreement).
- 20.3** The amount of such entitlement shall be 13 weeks after 10 years' continuous employment and an additional 1.3 weeks of paid leave at the completion of every year thereafter. An employee may take double the leave on half pay, subject to College approval. An employee may take long service leave after the employee has completed 7 years' continuous employment.
- 20.4** Upon termination of employment after 7 years of continuous employment, an employee shall be entitled to pro-rata long-service leave entitlements.

Payment during long service leave

- 20.5** An employee, whose service has been all full-time or all the same part-time fraction, is paid during long service leave at the employee's ordinary salary.

In all other circumstances, payment will be as follows:

- (i) Teachers, Nurses and General Staff employees previously engaged under the *Victorian Independent Schools – Clerical/Administrative Staff Members – Award 2004* whose time fraction has varied during service:
- is paid at a proportionate rate during long service leave, and
 - the rate is determined by calculating an average of the time fractions over the period of eligible service.
- (ii) All other General Staff employees will be entitled to payment for long service leave calculated in accordance with the LSL Act 2018, as amended from time to time.

Timing and taking of long service leave

- 20.6** The timing of long service leave shall be mutually agreed with the College so that it is mutually convenient for the employee and the College. However, an employee is encouraged to take long-service leave when it falls due or within 12 months of that date.
- 20.7** A teacher who wishes to take long service leave must give the College notice of no less than one term and the non-term weeks (school holiday period) prior to the long service leave commencement date.

- 20.8** A teacher must take their first period of long-service leave over a full term. Subsequent periods of long service leave may be taken in periods of 4 or more sequential weeks or other arrangements may be negotiated with the Principal
- 20.9** The period of long service leave for a General Staff employee will be for not less than one day. Where a General Staff employee applies to take long service leave, they must provide reasonable notice. Where a General Staff employee is applying to take long service leave for a period more than 4 weeks, they must provide a minimum of 3 months' notice. Where a General Staff employee is applying to take long service leave for a period of 4 weeks or less, they must provide a minimum of two weeks' notice.
- 20.10** An employee shall, on returning from long service leave, be entitled to the same duties, positions of responsibility and salary as he or she had prior to leave. If the employee's duties or position of responsibility no longer exist, the employee shall be entitled to duties and/or position of responsibility that is substantially equivalent.

21. Parental Leave

- 21.1** Parental leave is provided for in the NES. This clause supplements the NES provisions.
- 21.2** Where an employee meets the eligibility requirements for unpaid parental leave in accordance with NES he or she is entitled to up to a maximum of 3 years leave where they have primary responsibility for the care of the child, subject to clause 21.4(b) and any concurrent leave taken.
- 21.3** An employee must give at least 7 weeks' notice in writing of the date on which the employee proposes to commence parental leave and reconfirm this date 4 weeks before commencing parental leave.

21.4 Variation of period of parental leave

- (a) Subject to the relevant provisions of the NES, the period of parental leave may be shortened by written agreement with the College.
- (b) Subject to the relevant provisions of the NES, where an employee has commenced a period of parental leave of up to 12 months, the employee:
 - (i) may extend the period of parental leave once by giving the College 4 weeks' written notice before the end of the period stating the period by which the leave is extended (up to a maximum of 3 years in total). The College would prefer written notice of a term for an extension of parental leave where possible; and
 - (ii) may further extend the period of parental leave (up to a maximum of 3 years in total) by agreement with the College.
- (c) The total period of parental leave, including any extension/s in accordance with clause 21.4(b) and any concurrent leave, must be no more than 3 years.

21.5 Parental leave as continuous employment

A period of unpaid parental leave does not break the employee's continuity of employment but it does not count as employment or service.

21.6 Commencement of parental leave

If an employee continues to work during the 6 week period before the expected date of birth of the child, the College may ask the employee to provide a medical certificate. If the employee does not provide a medical certificate, or if the medical certificate states that the employee is not fit for work, then the employee must commence parental leave as soon as reasonably practicable.

21.7 Returning to work

An employee, on returning to work, is entitled to the position which he or she held immediately before commencing leave subject to:

- (a) if the position no longer exists, the employee is entitled to return to work in a position which is commensurate with the employee's qualifications and experience;
- (b) if the employee is a teacher, the employee returns to work in a position which consists of the same number of hours per week but not necessarily the same times or class levels;
- (c) if the employee held a position of leadership, the employee will not be entitled to return to that position if the term of office expired during the period of leave.

22. Paid Parental Leave

22.1 Application

This clause does not apply to fixed-term employees.

- (a) This clause applies to a full-time or part-time employee who has completed a minimum of 6 months' continuous service with the College. The NES applies, except where this clause provides supplementary or ancillary terms.
- (b) The payments in cl.22.2 (a), 22.2 (b) and 22.3:
 - (i) are not payable during a period of paid leave;
 - (ii) are payable from the commencement date of the period of parental leave upon the birth or adoption of a child;
 - (iii) are paid at the employee's ordinary rate of pay; and
 - (iv) are payable to one employee only, where the College employs both parents of the child.

22.2 Birth-related leave and adoption-related leave

- (a) An employee will be entitled to sixteen (16) weeks of leave with pay to be responsible for the care of the child.

- (b) If the employee takes less than sixteen (16) weeks of leave with pay, the employee will be paid for the period of leave taken.
- (c) The period of leave with pay comprises paid birth-related
- (d) leave/adoption-related leave and annual leave that accrues during the birth-related leave/adoption-related leave.
- (e) An employee must have completed a minimum of 12 months' continuous service, if returning from parental leave, before being eligible for a payment pursuant to this clause for the birth of a second or subsequent child.
- (f) Paid parental leave cannot be taken at the same time as any other paid leave. All other parental leave will be unpaid.
- (g) An employee who is eligible for weekly payments under the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) (WIRC Act) and paid leave under this clause in respect of a parental leave absence, shall be entitled to parental leave with pay in accordance with clause 22.2(a) (for a period of 16 weeks) less the amount paid by way of weekly compensation under the WIRC Act.

22.3 Partner leave

An employee, who has completed at least 6 months' continuous service with the College as at the date of the birth or placement of the child will be entitled to payment of twenty (20) days partner leave.

23. Leave Without Pay

- 23.1** An employee may apply for leave without pay which may be granted at the discretion of the Principal. An employee agrees that entitlements under this Agreement do not accrue during any period of leave without pay in excess of 15 working days, except for long service leave where applicable. Unless there exist exceptional circumstances, an employee is required to have worked for the College for a period of least five consecutive years before they can apply for extended leave without pay. Subject to clause 23.2, where leave without pay is granted, the employee will be entitled to return to a position commensurate with his or her qualifications and experience at the expiry of the leave.
- 23.2** An employee who held a Position of Leadership will not be entitled to return to that position if the term of office would have expired during the absence.
- 23.3** A General Staff employee may apply for a further period of leave without pay, in addition to the periods of leave without pay during non-term weeks pursuant to cl.41 which may be granted at the discretion of the College. A General Staff Employee agrees that annual leave and personal/carer's leave entitlements do not accrue during any period of leave without pay granted under this clause.

23.4 Leave without pay under this clause does not break continuity of employment for the purpose of calculating the employee's salary level, personal leave and long service entitlements. Notwithstanding this, any period of leave without pay which exceeds fifteen working days in a school year is not to be taken into account when calculating the employee's period of service with the College for any purpose.

24. Special Leave

24.1 An employee is entitled to request special leave, which is taken from an employee's entitlement to personal/carer's leave.

24.2 The quantum of special leave that may be requested is as follows:

- (a) an employee with a time fraction of 0.5 or greater may request up to 3 days within each School Year; or
- (b) an employee with a fraction of less than 0.5 may request up to 1 day within each School Year.

24.3 Whilst an Employee's entitlement to personal/carer's leave accrues each year, an Employee cannot request more than the specified days of special leave per year. The cap applying to the amount of special leave that can be accessed per year is not cumulative.

24.4 An employee may request special leave for any of the following reasons:

- (a) to attend the funeral of a person who is not a member of the employee's Immediate Family or household;
- (b) to attend a significant event (e.g. wedding)
- (c) to attend to a matter of urgent pressing necessity or obligation;
- (d) to appear before a court or tribunal;
- (e) to move house / residence
- (f) for cultural leave where the employee is an Aboriginal or Torres Strait Islander; or
- (g) other reasons, as agreed to by the College taking into consideration operational needs.

24.5 An employee must:

- (a) request special leave in writing to a member of the Executive
- (b) (in the request) provide the reason
- (c) make the request not less than 4 working days prior to the proposed leave
- (d) take one day or one half day per single occasion.

24.6 Requests for special leave may be granted by the Principal or his/her Executive delegate.

24. Family and Domestic Violence Leave

25.1 Definition of family and domestic violence

For the purpose of this clause, family and domestic violence is defined as any violent, threatening or other abusive behaviour by a person against a member of the person's family or household (current or former).

25.2 Family and domestic violence leave entitlement

- (a) An employee experiencing family and domestic violence is entitled to 10 days per year of paid family and domestic violence leave for the purpose of:
 - (i) attending legal proceedings, counselling, appointments with a medical or legal practitioner;
 - (ii) relocation or making other safety arrangements; or
 - (iii) other activities associated with the experience of family and domestic violence.
- (b) Family and domestic violence leave may be taken as consecutive or single days or as a fraction of a day (i.e. half day or quarter day).
- (c) Family and domestic violence leave is not cumulative.
- (d) Upon exhaustion of the leave entitlement in clause 25.2(a), an employee will be entitled to up to 2 days' unpaid family and domestic violence leave on each occasion.
- (e) Additional paid family and domestic violence leave may be granted at the discretion of the Principal from time to time.
- (f) If, during the period of operation of this Agreement, the NES is amended to provide paid family and domestic violence leave, then the paid entitlement in clause 25.2(a) will be offset against the paid NES leave entitlement.

25.3 Notification for family and domestic violence leave

An employee should give notice to the Principal (or the Principal's delegate) as soon as reasonably practicable of their request to take family and domestic violence leave.

25.4 Evidence requirements

If requested by the Principal, the employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose of the activities set out above in clause 25.2(a)(i)-(iii). Such evidence may include a document issued by the police service, a court, a doctor (including a medical certificate), district nurse, maternal and child health care nurse, a family violence support service, a lawyer or a statutory declaration.

- 25.5** The College will take all reasonable measures to ensure that any personal information provided by the employee concerning their experience of family and domestic violence is kept confidential.

26. Study Leave

The College, in its absolute discretion, may authorise leave and/or financial assistance for an employee who is undertaking an approved course of study or leave in accordance with the relevant workplace policy. Before reaching a decision, the College will consult directly with the employee.

27. Performance and Conduct Management

This clause will not apply within the minimum employment period.

27.1 Performance management

Where the College is considering termination of employment for reasons related to the employee's performance, the College will implement the procedure in 27.2 and 27.3. Where the College deems the performance management procedure inappropriate, it is still obliged to afford the employee procedural fairness. Procedural fairness will mean that the employee has an opportunity to respond to any allegation and be accompanied by a support person of their choice.

27.2 A formal performance management procedure will commence with the College advising the employee in writing of:

- (a) the College's concerns with the employee's performance;
- (b) the time, date and place of the first formal meeting to discuss the employee's performance;
- (c) the employee's right to be accompanied by a nominee of the employee's choice at all meetings scheduled to discuss the employee's performance;
- (d) the College's right to terminate the employment should the procedure not resolve the College's concerns.

27.3 Formal performance management meetings will:

- (a) include discussion of the College's concerns with the employee's performance;
- (b) give the employee an opportunity to respond to the College's concerns;
- (c) include discussion of any counselling or assistance, where appropriate, available to the employee;
- (d) include documentation, where appropriate;
- (e) set periods of review, as appropriate.

27.4 If, following the procedure in 27.2 and 27.3 the College's decision is to terminate the employment of the employee, then the College will give the required period of notice or payment in lieu of notice.

27.5 Conduct management

Where the College is considering termination of employment for reasons related to an employee's conduct, the College will implement the procedure in 27.6 and 27.7. The College will not be required to implement this procedure where dealing with an allegation/s of serious misconduct, however the College will provide the employee with an opportunity to formally respond to any allegations. This will include offering an employee the opportunity to have a support person present.

27.6 The College will advise the employee of:

- (a) the College's concern with the employee's conduct;
- (b) the time, date and place of the meeting to discuss the employee's conduct;
- (c) the employee's right to be accompanied by a nominee of the employee's choice at any meeting scheduled to discuss the employee's conduct;
- (d) the College's right to terminate the employee's employment should the College's concerns not be resolved.

27.7 The formal conduct management meeting(s) will:

- (a) include discussion of the College's concern with the employee's conduct;
- (b) give the employee an opportunity to respond to the College's concerns unless the College could not reasonably have been expected to provide the employee with that opportunity.

27.8 Concerns with an employee's conduct may be resolved by:

- (a) summary dismissal, where the employee is guilty of serious misconduct of a kind such that it would be unreasonable to require the College to continue the employment during the notice period;
- (b) issuing the employee with a warning or a final warning in writing;
- (c) terminating the employment of the employee in accordance with the relevant notice provision;
- (d) other action, appropriate to the situation; or
- (e) no further action taken by the College.

28. Redundancy

28.1 When the College has made a definite decision that the College no longer wishes the job the employee has been doing to be done by anyone because of changes in the operational requirements of the College's enterprise, the College shall hold discussions with the employee directly affected and their nominated representative if requested, in accordance with Cl.7 of this Agreement.

28.2 At the conclusion of those discussions, subject to clauses 28.4 and 28.5, the College may terminate the employment of the employee by reason of redundancy.

28.3 The following redundancy pay scale will apply instead of the provisions provided for by Part 2-2 Division 11 of the FW Act.

Years of Service	Entitlement if employee is less than 45 years of age	Entitlement if employee is 45 years of age or more
0-1	Nil	Nil
1 year but less than 2 years	4 weeks' pay	5 weeks' pay
2 years but less than 3 years	7 weeks' pay	8.75 weeks' pay
3 years but less than 4 years	10 weeks' pay	12.5 weeks' pay
4 years but less than 5 years	12 weeks' pay	15 weeks' pay
5 years but less than 6 years	14 weeks' pay	17.5 weeks' pay
6 years but less than 10 years	16 weeks' pay	20 weeks' pay
10 years but less than 15 years	18 weeks' pay	22.5 weeks' pay
15 years but less than 20 years	20 weeks' pay	25 weeks' pay
20 years and over	22 weeks' pay	28 weeks' pay

28.4 Employees with less than one year's continuous service

This clause shall not apply to employees with less than one year's continuous service and the general obligation of the College shall be no more than to give such employees 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.

28.5 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to under this Agreement if the employment had been terminated and the College may, at the College's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

28.6 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice provided for under this Agreement. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice, provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

28.7 Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day per week off without loss of pay during each week of NES notice for the purpose of seeking other employment.
- (b) At the request of the College, the employee must produce proof of attendance at an interview.

29. Payment of Wages

29.1 Salaries will be paid by credit transfer to the employee's nominated financial institution account on a fortnightly basis.

29.2 Teachers who are employed on a contract basis to teach four terms shall be paid their salary until the anniversary of their commencement date. All other employees shall be paid in accordance with their Letters of Appointment.

29.3 The College may permit salary packaging (upon receipt of a written election from the employee) in accordance with College policy and law applicable from time to time, in satisfaction of the College's obligations under this Agreement to pay a salary to each employee.

30. Superannuation

30.1 Superannuation legislation

- (a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of the College and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. Should an employee not nominate a complying superannuation fund for this purpose, a request for stapled superannuation fund details will be made to the Australian Taxation Office (ATO). If the College is advised by the ATO that the employee does not have a stapled super fund, the College's default superannuation fund applies. The College's default fund is the Catholic Superannuation Fund or its successor fund.

- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

30.2 College contributions

The College must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the College being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee. The College continues to pay an annual superannuation levy into the Xavier College Sub-Plan of Prime Super (The Plan) (or its successor fund) for applicable employees.

30.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise the College to pay on behalf of the employee a specified amount from the pre or post-taxation wages of the employee into the same superannuation fund as the College makes the superannuation contributions provided for in cl.30.1.
- (b) An employee may adjust the amount the employee has authorised the College to pay from the wages of the employee following written notice to the College.
- (c) The College must pay the amount authorised under cl.30.3(a) or 30.3(b) in accordance with the Superannuation Guarantee Guidelines.

30.4 Superannuation fund

Unless to comply with superannuation legislation, the College is required to make the superannuation contributions provided for in cl.30.1 to another superannuation fund that is chosen by the employee, the College must make the superannuation

contributions provided for in cl.30.1 and pay the amount authorised under cl. 30.3(a) and 30.3(b) to Catholic Superannuation Fund or its successor, provided that the College is not required to become a participating employer.

31. Accident Pay

31.1 Where an employee becomes entitled to compensation payments under the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) (WIRC Act), the College will pay to the employee accident make-up pay being an amount equivalent to the difference between:

- (a) the amount of compensation payable under the WIRC Act plus, in respect of an employee who is partially incapacitated, any wages earned by the employee; and
- (b) the amount that would have been payable under this Agreement if the employee had been performing normal duties.

31.2 Subject to clause 31.3 accident make-up pay will be paid for a maximum of 39 weeks, in respect of the same injury.

31.3 Accident make-up pay will be paid only while an employee continues to receive compensation under the WIRC Act.

31.4 If a Teacher, or General Staff employee who works term time only, is absent from work because of a personal illness or injury, for which the employee is receiving compensation payments pursuant to the WIRC Act, then the employee does not accrue any of the following entitlements under this Agreement or under the Act (where relevant) for the duration of any such absence:

- (a) non-term weeks; and
- (b) paid personal/carer's leave.

31.5 Accident Make-up pay not payable

Accident make-up pay under clause 31.1 will not be payable:

- (a) if the employee is on any form of paid leave, and;
- (b) during:
 - (i) the first ten working days of incapacity; and
 - (ii) the first two weeks of employment.
- (a) where the incapacity arises from an industrial disease contracted by a gradual process and, at the time of incapacity, the employee has been employed for less than four (4) weeks.

31.6 Eligibility for accident make-up pay

In order for an employee to be eligible for accident make-up pay in accordance with cl.31.1:

- (a) the employee or a representative of the employee must give notice in writing of the injury to the College as soon as practicable;

- (b) the employee must provide written evidence of the injury from time to time as required by the College during the period of payment;
- (c) the employee must advise the College of any civil action or claim for damages the employee may make;
- (d) the employee must attend medical examinations by a legally qualified medical practitioner, provided and paid for by the College, as required by the College in accordance with the WIRC Act; and
- (e) the employee must authorise the College to obtain any information concerning the injury or compensation payable with respect to the injury from the insurance company that is liable to pay such compensation.

31.7 Accident make-up pay ceases

An employee will cease to be entitled to accident make-up pay if any of the following occur:

- (a) there is a redemption by the employee of weekly compensation payments by the payment of a lump sum benefit under the WIRC Act;
- (b) the employee's employment with the College is terminated due to serious misconduct by the Employee;
- (c) the employee resigns; or
- (d) the employee dies.

32. Education of Children

32.1 Children of employees (full-time or part-time) whilst employed by the College, are educated at the College under the following conditions:

- (a) children, of employees who commenced employment before January 1991, will be educated from Year 5 free of the standard tuition fee published by the College from time to time. All other fees and levies apply.
- (b) children, of employees who commenced employment on and after January 1991 but before 1 September 1998, will be educated at a 75% discount of the standard tuition fees from the beginning of Year 5. All other fees and levies apply.
- (c) children, of employees who commenced employment on or after 1 September 1998 but before 19 February 2008, shall be educated on the following basis:
 - (i) the discount on tuition fees from the beginning of Year 5 will be 50%. All other fees and levies apply;
 - (ii) the discount will be available to part-time employees on a pro-rata basis, providing their employment fraction is not less than 0.5 of the full-time basis.
- (d) Children, of employees who commenced employment on or after 19 February 2008 but before 1 January 2017, shall be educated on the following basis:
 - (i) the discount on tuition fees from the beginning of Year 5 will be

25% plus access to bursary assistance in the case of financial need. Such applications for access to bursary assistance are to be made to the Principal and approved at his/her discretion. The Principal has the right to seek the advice of a qualified independent person in assessing such applications. All other fees and levies apply;

- (ii) the discount will be available to part-time employees on a pro rata basis, providing their employment fraction is not less than 0.5 of the full-time base.

32.2 Children of part-time employees will be educated at the College under the same conditions as full-time employees, with tuition fees to be discounted on a basis that reflects their pro-rata employment fraction as set out above in clause 32.1.

32.3 In all cases, the children of an employee will be required to comply with the enrolment requirements of the College as varied from time to time.

32.4 Children of full-time and part-time employees who commenced employment on or after 1 January 2017 will not be eligible for any tuition fee discount.

Part 4 – CONDITIONS FOR TEACHERS

33. Classifications and Salaries

33.1 A teacher will be classified in accordance with Schedule A – Teacher Classifications to this Agreement. The minimum salary per annum payable to a full time teacher will be determined in accordance with Schedule A – Teacher Classifications and the table in Schedule B – Teacher Salaries.

33.2 Terms of engagement

- (a) On appointment, the College will provide the teacher with a letter of appointment stating the commencement date, the classification and rate of salary applicable on commencement, the nature of employment (full time or part time), the teacher's teaching load and details of the cocurricular commitment.
- (b) For a part time teacher, the letter of appointment will include the teacher's teaching load expressed as a percentage of a full time load in the College and that their cocurricular commitment will generally be, on balance, in the same proportion to their teaching load as that of a full time teacher.
- (c) Where the College engages the teacher on a fixed term basis, the letter of appointment will state the reason the employment is for a fixed term and the period of the employment.

34. Types of Employment

34.1 Teachers will be employed in one of the following categories:

- (a) full-time employment;
- (b) part-time employment; or
- (c) fixed-term employment.

34.2 Full-time employment

A full-time teacher is engaged to work an average of 38 ordinary hours per week.

34.3 Part-time employment

A part-time teacher is engaged to work up to 90% of the hours of a full-time teacher in the school, children's service or early childhood education service.

- (a) Where the College requires a teacher to work more than 90%, the teacher will be considered full-time and remunerated accordingly.
- (b) Where the teacher requests to work more than 90%, the teacher will be considered part-time and paid for the actual hours worked.

- (c) A part-time teacher is entitled to the benefits under this Agreement on a pro rata basis. The pro rata basis will be calculated by dividing the number of face-to-face teaching hours prescribed for the part-time teacher from time to time by the usual number of face-to-face teaching hours prescribed for a full-time teacher in the school, children's service or early childhood education service.
- (d) The College has the right to unilaterally vary a part-time teacher's load (and salary) by up to 0.2 of an employee's existing time fraction. This right extends to both an increase and a reduction of 0.2. Any variation of more than 0.2 of an employee's existing time fraction can only be implemented by agreement with the employee concerned otherwise the employee will be entitled to the provision of cl.28 - Redundancy.
- (e) Any alteration to the workload of a part-time teacher will only be made at the beginning of the teaching year or at other times by agreement with the teacher concerned. The College will give the teacher concerned a minimum of 7 weeks' notice of any alteration to their load under this clause, unless agreed by both parties to proceed in a lesser period of time. Subject to timetable considerations the wishes of part-time staff will be taken into account.
- (f) The requirements for part-time teachers to attend school activities, and the payment to part-time teachers for such attendance are set out in the Staff Manual.

35. Ordinary Hours of Work

- 35.1** This clause provides for enterprise specific detail and supplements the NES that deals with maximum weekly hours.
- 35.2** The ordinary hours of a teacher may be averaged over a 12 month period.
- 35.3** The ordinary hours of work for a teacher during term weeks are variable. In return, a teacher is not required to attend during Non Term weeks.
- 35.4** A teacher is required to perform all duties associated with their position and participate fully in all academic, social and sporting activities as reasonably required by the College from time to time. These duties are specified in more detail in the applicable Staff Manual.
- 35.5** Employment of teachers at the College includes a contracted commitment (Formal Contribution) to the College's Cocurricular program as an integral part of a Jesuit education and a condition of employment.
- 35.6** The below conditions relating to the implementation of the Cocurricular Framework and Guidelines for Staff will come into effect from the commencement of Term 2, 2024.
- 35.7** All Teaching staff members will be allocated Cocurricular duties by the Director of Campus and Director of College Administration to fulfil their Formal Contribution. The Cocurricular duties and operations are established in the

Cocurricular Framework and Guidelines for Staff document. They may be conducted in Term or, by exception, in Non-Term weeks.

- 35.8** The annual Formal Contribution will be:
- i. forty (40) hours for Senior School (Years 7 to 12) teaching employees; and
 - ii. thirty (30) hours for Junior School (Kindergarten to Year 6) teaching employees.
- 35.9** Teachers will undertake Cocurricular duties in the Cocurricular program that reflects their employment time fraction. A part-time teacher (of less than 0.9 of a full-time teacher) will only be expected to complete a percentage of the expectation of a full-time teacher reflecting their FTE. The College will maintain a record of all Cocurricular hours worked and will make this available to the Employee upon request.
- 35.10** A Teacher who only wishes to undertake hours that reflect the annual Formal Contribution must indicate this in writing during the annual consultation process. In this case, the Teacher will be allocated duties to support the student programs of the College which do not exceed the total hours specified by the Formal Contribution.
- 35.11** Where the College assigns an activity with total hours that are less than the Formal Contribution, the Teacher may be allocated additional duties to support the student programs of the College to a level that does not exceed the Teacher's total annual Formal Contribution.
- 35.12** Teachers are welcomed to undertake Cocurricular activities beyond the Formal Contribution. This will occur after consultation, and at the agreed level of payment, in line with the Cocurricular Framework and Guidelines for Staff document.
- 35.13** The College will maintain the Cocurricular Framework and Guidelines for Staff document, whereby:
- i. the payment schedule and span of hours are reflected in the document
 - ii. it will be updated annually, in consultation with staff and leaders, to reflect best practice in the delivery of each activity
 - iii. significant change will not occur without consultation via the Principal's Consultative Committee.
- 35.14** As part of a teacher's professional duties, they may be allocated in lieu classes or in lieu yard supervision. The College will record these duties and will attempt to ensure the duties are fairly allocated among teaching staff.

35.15 As provided for under clause 35.13 a teacher may be required from time to time to supervise in lieu classes. This “in lieu” allocation may result from, but is not limited to, the following:

- (a) A teacher being under allotted; or
- (b) A teacher being available to supervise an in lieu class as a result of their regular allocated class being cancelled, for example, the regular allocated class is away or on a camp or an excursion.

35.16 A part-time teacher will be allocated duties pursuant to cl. 35.13 and 35.14 on a pro-rata basis.

35.17 The total face to face minutes worked in a ten-day cycle will be:

- (a) 3 year old and 4 year old: 2,650 minutes per 10 day cycle,
- (b) Prep to Year 6: 2,450 minutes per 10 day cycle;
- (c) Year 7 to Year 12: 2,150 minutes per 10 day cycle.

The College will endeavour to ensure that the above face to face hours are spread evenly between the first and second week of each cycle.

35.18 Face to face teaching hours includes all time that a teacher is scheduled to be responsible for a student, group or class of students during the school day. It includes normal classroom time, Tutor Group or House/Home Room time and any Cocurricular activities during class time.

35.19 Any significant variation in workloads will only be made following notice given no later than one whole term preceding the implementation of the variation.

35.20 The College will provide written notice of the term weeks and days in the non-term weeks on which the teachers are required to attend, six months in advance of the requirement to attend.

35.21 The annual salary and any applicable allowances payable are paid in full satisfaction of a teacher’s entitlements for the School year or a proportion of the School year. The teacher’s absence from School during non-term weeks is deemed to include their entitlement to annual leave.

35.22 A teacher is required to be present on campus during the normal school hours as published in the relevant Staff Manual. Subject to complying with the College policy dealing with this issue, as varied from time to time, a teacher may leave the campus when they are not required for duty.

35.23 When a teacher is required by the College to undertake more than two (2) hours overtime after the completion of a full day of work (defined as not less than 7.6 hours), that teacher shall be supplied with a meal by the College in lieu of a meal allowance.

36. Breaks

- 36.1** A teacher will be entitled to an unpaid meal break of 30 consecutive minutes no later than five hours after commencing work.
- 36.2** Where a teacher employed in an Early Childhood Service is required to remain on the premises during the meal break they will be entitled to a paid meal break of no more than 30 minutes, and no less than 20 minutes no later than five hours after commencing work.

37. Annual Leave

- 37.1** Annual leave is provided for in the NES. This clause supplements the NES provisions.
- 37.2 Crediting of annual leave**
A teacher may take annual leave re-credited in accordance with the NES only during non-term weeks as directed by the College.
- 37.3** Part time employees and employees commencing and leaving during the year will have annual leave and leave loading entitlement on a pro rata basis according to the formula in Cl.37.7.
- 37.4 Termination of employment**
A teacher will be entitled on termination of employment to a payment calculated in accordance with the formula in Cl.37.7.
- 37.5 Teachers who commence employment after the commencement of the school year**
A teacher who commences employment after the usual date of commencement at a School in any School year, will be paid from the date the teacher commences, provided the teacher must be paid an amount calculated pursuant to the formula in Cl.37.7
- a) at the end of the school year and will not receive any salary or other payment until the commencement of the next school year or
- b) another pattern as agreed between the employer and the employee.
- 37.6 Teachers who take approved leave without pay**
Where a teacher takes approved leave without pay for a period which (in total) exceeds more than two term weeks in any year, the teacher will be paid an amount calculated in accordance with the formula in Cl 37.7 as follows:(a)if the leave without pay commences and concludes in the same School year, the payment will be calculated and made at the conclusion of the last school term or final semester in that year; and
- (b) if the leave without pay is to conclude in a School year following the School year in which the leave commenced:
- (i) at the commencement of the school year, a payment will be calculated and made in respect of the School year in which the

leave commences; and
(ii) at the end of the school year of that year in which the leave concludes, a payment will be calculated and made in respect of that School year.

- (c) If the teacher returns early from leave any payment under this clause will be taken into account in calculating the amount owed to the teacher at the end of the school year.
- (d) A teacher who takes approved leave without pay for a period that spans two school years shall only be eligible for the provisions of this clause during the first of those school years.

37.7 Calculation of payments

$$P = \frac{s \times c}{b} - d$$

- P: is the payment due
- s: is the total salary paid in respect of Term weeks worked, or part thereof, since the school service date or the date of employment in circumstances where the Teacher has been employed by the College since the school service date.
- B: is the number of Term weeks, or part thereof in the School year
- c: is the number of Non-term weeks, or part thereof, in the School year
- d: is the salary paid in respect of Non-term weeks (or part thereof) in the School year that have occurred since the school service date or date of employment in circumstances where the teacher commenced employment after the school service date.

37.8 For the purpose of this clause:

- (a) school service date means the date from which teachers are paid at the commencement of the School year in their first year of service with the College;
- (b) Teacher means a teacher other than a casual teacher; Any period of paid birth related or adoption related leave is not included in the calculation of 's' or 'd' in this formula.

37.9 The formula in clause 35.7 is intended to be used to calculate the pro rata salary inclusive of annual leave owing to a teacher in respect of the school year in which the formula is applied.

38. Annual Leave Loading

38.1 This clause provides for enterprise specific detail and supplements the NES that deals with annual leave.

38.2 A teacher who has served throughout the School year is entitled to a leave loading of 17.5% on four weeks' annual leave. The loading will normally be paid:

- (a) at the time that the teacher is paid annual leave or pro rata annual leave (usually payable in the December pay); or
- (b) upon the termination of the employment by either the College or the teacher.

38.3 Leave loading is to be calculated using the following formula:

$$\frac{\text{Term weeks worked by the teacher in that school year}}{\text{Total term weeks in that school year}} \times \text{Weekly salary} \times 4 \times 17.5\%$$

39. Termination of Employment

39.1 Notice of termination is provided for in the NES. This clause provides enterprise specific detail and supplements the NES.

39.2 Notice of termination by College

The employment of a teacher will not be terminated without at least seven term weeks' notice (inclusive of the notice required under the NES), the payment of seven weeks' salary instead of notice or part notice and part payment instead of notice provided that the total weeks' notice and weeks' payment instead equal seven.

39.3 Where a teacher's employment is terminated by reason of redundancy pursuant to clause 28, the teacher shall be entitled to:

- (a) seven (7) weeks' notice (wholly within one term) to a teacher with less than 5 years' continuous service; or
- (b) one full term's notice for a teacher with over 5 years' continuous service; or
- (c) in either case, payment in lieu of such notice.

39.4 The employment of a teacher may be terminated by the College without notice if the teacher is guilty of serious neglect of duty, gross incompetence, wilful misconduct or serious misrepresentation that warrants summary dismissal. A breach of the Ministerial Order 1359 (however varied) (which are not incorporated into, and do not form part, of this Agreement) may be regarded as grounds for summary dismissal.

39.5 Notice of termination by teacher

The notice of termination required to be given by a teacher to the College is seven (7) term weeks' notice in writing. If the teacher fails to give the specified notice, the College may deduct from wages due to the teacher under this Agreement, an amount that is no more than two (2) weeks' wages for the teacher. Any deduction must not be unreasonable in the circumstances.

39.6 Job search entitlement

During the period of notice of termination given by the College, a teacher shall be allowed up to one day per week off without loss of pay, for the purpose of attending a job interview. The time off is to be taken at times that are convenient to the teacher after consultation with the College. The College may seek reasonable evidence of attendance at a job interview.

39.7 Statement of service

Upon the termination of employment of a Teacher the College will provide upon the request of the teacher, a statement of service setting out the commencement and cessation dates of employment.

Part 5 – CONDITIONS FOR GENERAL STAFF

40. Types of Employment

40.1 General Staff employees will be employed in one of the following categories:

- (a) full-time employment;
- (b) part-time employment; or
- (c) fixed-term employment

40.2 Terms of engagement

At the time of engagement, the College will provide the employee with a letter of appointment stating the commencement date, the nature of employment (full time or part time), the employee's classification, and the rate of salary applicable on commencement.

40.3 Full-time employment

From the first pay period on or after the operative date of this Agreement, a full-time employee is engaged to work 35 hours per week or an average of 35 hours per week.

40.4 Part-time employment

From the first pay period on or after the operative date of this Agreement, a part-time employee is an employee who has reasonably predictable hours of work and is engaged to work less than 35 hours per week or an average of less than 35 hours per week.

40.5 Part-time employment hourly rate

From the first pay period on or after the operative date of this Agreement, a part time employee will be paid an hourly rate of 1/35th of the weekly rate for the employee's classification.

40.6 Variation of Part-time employment

The College has the right to unilaterally vary a part-time employee's time fraction as initially agreed to under 40.2 (and salary) by up to 0.2 of an employee's existing time fraction in a calendar year. This right extends to both an increase and a reduction of 0.2. Any variation of more than 0.2 of an employee's existing time fraction can only be implemented by agreement with the employee concerned otherwise the employee will be entitled to the provisions of cl.28 - Redundancy. The College will give an affected employee a minimum of 4 weeks' notice of any alteration to his or her load under this clause, unless agreed by both parties to proceed in a lesser period of time.

41. Ordinary Hours of Work

- 41.1** Subject to this clause, a full-time employee's ordinary hours of work will be 35 hours per week. The ordinary hours of work for a part-time employee will be in accordance with clause 38.4.
- 41.2** The ordinary hours of work may be averaged over a period of a fortnight or four weeks. The exception to this is a Curriculum/resources services employee employed in outdoor education, or a Boarding supervision services employee whose hours of work may be averaged over a period of up to 12 months. Where a boarding supervision services employee's hours of work are averaged over a period of 12 months, they will be paid the applicable annual rate for all weeks of the year, excluding periods of unpaid leave provided for in this Agreement or the NES, and clauses 43 - Leave Without Pay During Non-Term Weeks, 47 – Shiftwork, 48 – Penalty Rates and 49 - Overtime will not apply.
- 41.3** The ordinary hours of work will be worked on no more than five days in any seven days and may be worked as follows:
- (a) On any day from Monday to Friday between 7.00 am and 6.00 pm for the following groups of employees:
 - (i) Classroom support services;
 - (ii) Curriculum/education resources;
 - (iii) Wellbeing services;
 - (iv) School administration services; or
 - (v) School operational services.
 - (b) On any day from Monday to Friday between 6.00 am and 6.00 pm for school operational services employees in the following groups:
 - (i) Construction, plumbing, carpentry, painting and other trades;
 - (ii) Cleaning, maintenance, school facilities management; or
 - (iii) Bus driving/non-trade vehicle maintenance.
 - (c) On any day from Monday to Friday between 6.30 am and 6.30 pm for the following employees:
 - (i) Preschool/childcare/out of school hours care services; or
 - (ii) Nursing services.
 - (d) On any day from Monday to Friday between 6.00 am and 6.00 pm and on Saturday between 6.00 am and 12 noon for gardening, and turf maintenance employees.
 - (e) On any day from Monday to Saturday between 6.00 am and 6.00 pm for the following employees:
 - (i) Curriculum/education resources—outdoor education only; or

- (ii) Instructional services.
- (b) On any day Monday to Sunday between 6.00 am and 6.00 pm for the following employees:
 - (i) Boarding supervision services; or
 - (ii) School operational services—security/caretaking and cooking, catering, housekeeping and laundry services only.

Provided that where a daily span of hours is specified, and there is mutual agreement between the College and the majority of employees in the particular group, the starting and finishing times may be varied by up to one hour so long as the total hours remain unchanged.

41.4 Reasonable additional hours

The College may require a part-time employee to work reasonable additional hours in accordance with the provisions of this clause.

- (a) Where the employee's hours are averaged:
 - (i) the employee will be paid for all such additional hours at the hourly rate of pay plus a 25% loading, provided that the additional hours fall within the applicable daily spread of hours in clause 41.3, do not result in the employee working more than eight hours on that day, and do not result in the employee working more than the allowed maximum weekly ordinary hours during the averaging period; and
 - (ii) in all other cases the employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
- (b) Where the employee's hours are not averaged:
 - (i) the employee will be paid for all such additional hours at the ordinary hourly rate of pay plus a 25% loading, provided that the additional hours worked fall within the applicable daily spread of hours in clause 41.3, and do not result in the employee working more than eight hours on that day; and
 - (ii) in all other cases the employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
 - (iii) Where additional hours are worked on a day the employee is already attending for work, the minimum engagement of two hours will not apply.
 - (iv) Additional hours worked by a part-time employee in accordance with this clause do not accrue leave entitlements under this award or the NES.

41.5 Breaks between periods of duty

- (a) An employee will be entitled to a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.
- (b) Where the College requires an employee to continue or resume work without having a 10-hour break off duty, the employee is entitled to be absent from duty without loss of pay until a 10-hour break has been taken, or be paid at 200% of the ordinary rate of pay until released from duty.
- (c) The entitlements in clauses 41.5(a) and (b) do not apply to:
 - (i) a boarding supervision services employee, where the periods of duty are concurrent with a sleepover;
 - (ii) an employee who is provided with accommodation on the College's premises or in the vicinity of the College's premises;
 - (iii) an employee who is attending a school camp or excursion; or
 - (iv) an employee working a broken shift.

42. Annual Leave Loading

- 42.1** During a period of annual leave, an employee will receive a loading calculated on the rate of pay prescribed in Schedule D of this Agreement. Annual leave loading is payable on leave accrued on the following bases:
- (a) employees who would have worked on day had they not been on leave - 17.5% of their ordinary rate of pay.
 - (b) employees who would have worked on shiftwork had they not been on leave - 17.5% of their ordinary rate of pay or the applicable shift loading, whichever is the greater.

42.2 Payment of annual leave loading

Annual leave loading in respect of the school year will be paid to the employee with the first salary payment in December of that school year at the rate of pay applicable on 1 December of that school year. Annual leave loading is also payable on a pro-rata basis to employees terminating during the school year.

43. Leave Without Pay During Non-Term Weeks

43.1 Arrangements

An employee may be required to take leave without pay during non-term weeks, provided that:

- (a) the employee's contract of employment specifies the arrangement in writing;
- (b) all such periods count as service for the purpose of calculating accrued leave entitlements and do not break continuity of service;
- (c) if appropriate work is available for an employee during any such period, the existing employee may be offered such employment (whether on a full-time, part-time or casual basis). The employee who is on leave without pay may refuse an offer of employment without prejudice to their normal employment relationship; and
- (d) appropriate work will mean such work as is available that is capable of being performed by the employee. Remuneration for such work will be at the rate of pay applicable to the work being performed.

43.2 Calculation of annual salary for an employee on leave without pay during non-term weeks:

- (a) The formula in this subclause may be used to calculate an annual salary for an employee whose contract of employment makes provision, in writing, for leave without pay during non-term weeks.
- (b) The adjusted annual salary for an employee is:

$$A = C \times \frac{\text{working weeks} + 4 \text{ weeks annual leave} + P}{52.18}$$

Where:

- A** means the employee's adjusted annual salary
- C** means the annual salary (as contained in clause Schedule D) for the employee's classification
- P** means the number of public holidays the employee would be entitled to during the period of annual leave (expressed as a fraction of a whole week)

Working weeks means the number of weeks that the employee is required to work

- (c) For the purpose of calculating any allowance or penalty for an

employee, the allowance or penalty will be calculated on the ordinary hourly rate applicable before the adjustment provided for in this clause is applied.

- (d) An employee may elect, in writing, to be paid only for the time worked (and therefore not during non-term weeks) rather than to be paid an adjusted annual salary as provided by this clause.

44. Higher Duties

- 44.1** The College may direct an employee to temporarily perform duties applicable to a classification higher than their current classification.
- 44.2** Subject to clause 44.3 where the employee performs such duties for more than five days and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the employee will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are performed.
- 44.3** Where the employee is a school operational services employee, and they perform those duties for one day or more and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the employee will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are performed.

45. Termination of Employment

- 45.1** Notice of termination is provided for in the NES. This clause provides enterprise specific detail and supplements the NES.
- 45.2** The employment of a General Staff employee will not be terminated without the College giving four (4) weeks' notice of termination to the employee or the College providing payment in lieu of such notice. An employee who has been employed by the College for a period of 5 years or longer, and who is 45 years of age or older, shall be entitled to five (5) weeks' notice of termination or payment in lieu.
- 45.3** Where the employment of a General Staff employee is terminated by reason of redundancy pursuant to clause 28, the employee shall be entitled to seven (7) weeks' notice or payment in lieu of such notice.
- 45.4** The employment of a General Staff employee may be terminated by the College without notice if the employee is guilty of serious neglect of duty, gross incompetence, wilful misconduct or serious misrepresentation that warrants summary dismissal. A breach of the College's Child Protection Guidelines (which are not incorporated, and do not form part, of this Agreement) may be regarded as grounds for summary dismissal.

45.5 Notice of termination by an employee

The notice of termination required to be given by an employee is the same as that required of the College except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If the General Staff employee fails to give the specified notice, the College may deduct from wages due to the General Staff employee under this Agreement, an amount no more than one (1) weeks' wages for the General Staff employee. Any deduction must not be unreasonable in the circumstances.

45.6 Job search entitlement

During the period of notice of termination given by the College, an Employee shall be allowed up to one day per week off without loss of pay, for the purpose of attending a job interview. The time off is to be taken at times that are convenient to the employee after consultation with the College. The College may ask for reasonable evidence of attendance at interview.

46. Breaks

46.1 Meal break

An employee will be entitled to an unpaid meal break of 30 minutes no later than five hours after commencing work.

46.2 Rest break

- (a) At a time suitable to the College, an employee is entitled to a rest break of 10 minutes, which will be counted as time worked, for each period of three hours worked, with a maximum of two rest breaks per shift. The College and an employee may agree to one rest break of 20 minutes in place of the two 10 minute rest breaks.
- (b) Notwithstanding 46.2(a), a Classroom Support Services employee is entitled to one rest break of 20 minutes, which will be counted as time worked.

47. Shiftwork

47.1 Ordinary hours for shiftwork

The ordinary hours for shiftwork will:

- (a) be worked continuously each shift (except for broken shifts and meal breaks);
- (b) not exceed 10 hours, inclusive of a meal break in any single shift; and
- (c) be rostered in accordance with clause 47.4.

47.2 Definitions

The following shift definitions apply:

- (a) day shift is a shift which commences and ceases wholly within the spread of ordinary hours identified in clause 41.3;
- (b) afternoon shift is a shift which is not a day shift and which finishes after the ordinary hours identified in clause 39.3 and at or before midnight;
- (b) night shift is a shift which is not a day shift and which finishes after midnight and at or before 6.00 am.

47.3 Broken shifts

- (a) An employee may be rostered to work ordinary hours in a broken shift, that is a rostered shift in two periods of duty, exclusive of breaks, per day, with a minimum payment of two hours for each period of duty.
- (b) An employee required to work a broken shift will be paid at the ordinary time rate plus a penalty of 15% of the ordinary time rate.
- (c) The maximum spread between the start of the first period of duty and cessation of the second period of duty for a broken shift is 12 hours. Any hours in excess of this 12 hour spread will be paid for as overtime.
- (d) The provisions of clause 47.3(c) do not apply to a Boarding Supervision Services employee who is provided with reasonable accommodation including living quarters, fuel and light, and available to the employee for their exclusive use for 52 weeks of the year, at no cost to the employee.

47.4 Rostering

- (a) For employees working to a roster, a roster showing normal starting and finishing times and the name of each employee will be prepared by the College and will be displayed in a place conveniently accessible to the employees at least seven days before the commencement of the roster period.
- (b) An employee may be rostered to work on a Saturday, Sunday or public holiday and will be paid the appropriate penalty in accordance with clause 48—Penalty Rates.
- (c) A roster may be altered by mutual consent at any time or by amendment of the roster by the College on seven days' notice.
- (d) Notwithstanding clause 47.4(c) a roster may be altered at any time to enable the functions of the College to be carried out where another Employee is absent from work due to illness or in an emergency. In such circumstances, unless agreed between the College and the employee, an employee must be given 48 hours' notice of a change to a rostered shift. If 48 hours' notice is not provided, the employee will be entitled to a penalty of 50% of the ordinary time rate instead of any other penalty that may apply.
- (d) Where such alteration requires an employee to work on a day which would otherwise have been the employee's day off, the day off instead will be arranged by mutual consent.

48. Penalty Rates

48.1 Shiftwork

- (a) Afternoon shift and night shift will attract a penalty rate of 15% of the ordinary time rate.
- (b) A permanent night shift will attract a penalty rate of 30% of the ordinary time rate.

48.2 Saturday and Sunday work

- (a) An employee other than an employee covered by clause 48.2(b) required to work ordinary time on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of:
 - (i) for ordinary hours worked on a Saturday, 50% of the ordinary time rate; and
 - (ii) for ordinary hours worked on a Sunday, 100% of the ordinary time rate.
- (b) Except that a School Operational Services employee in the cooking/catering group, or a boarding supervision services employee who is not working averaged hours in accordance with the provisions of clause 41.2, rostered to work ordinary hours on a Saturday will be paid the ordinary time rate of pay plus a penalty of 25% of the ordinary time rate and if rostered to work on a Sunday will be paid the ordinary time rate of pay plus a penalty of 75% of the ordinary time rate.

- 48.3** The penalty rates within this clause and in clause 49—Overtime are not cumulative. Where an employee is entitled to more than one penalty or overtime rate, the employee will be entitled to the highest single penalty rate.

49. Overtime

49.1 Where a general staff employee is required to work overtime it shall be approved in advance by the College. For the purposes of this clause, overtime means work outside the normal working hours specified for a position by the College, from time to time.

49.2 Overtime rates

- (a) An employee will be paid overtime for all authorised work performed outside of or in excess of the ordinary or rostered hours as follows:

Time worked	Overtime rate
Monday–Friday	150% of the ordinary hourly rate of pay for the first 2 hours and 200% of the ordinary hourly rate of pay after that
Saturday	150% of the ordinary hourly rate of pay for the first 2 hours and 200% of the ordinary hourly rate of pay after that
Sunday	200% of the ordinary hourly rate of pay
Public holidays	250% of the ordinary hourly rate of pay

- (b) When an employee is required by the College to undertake more than two (2) hours overtime after the completion of a full day of work (defined as not less than 7.6 hours), that employee shall be supplied with a meal by the College in lieu of a meal allowance.
- (c) Overtime will be calculated daily.

49.3 Time off instead of overtime payment

- (a) The College and an employee may agree that an employee will be provided with time off instead of being paid overtime.
- (b) Overtime taken as time off during ordinary time hours must be taken at the ordinary time rate, that is, an hour for each hour worked and must be approved by the College in advance.
- (c) Where an employee and the College have agreed to time off instead of overtime payment under clause 49.2(a) and such time has not been taken:
- within the calendar year of accrual; or
 - during the normal working hours agreed in writing between an employee and the College;
- the College must, if requested by an employee, provide payment, at the rate provided for the payment of overtime in the clause 49.2(a), for any overtime worked.

49.4 Make-up time

An employee may elect, with the consent of the College, to work make-up time under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided for. The time will be made up at a mutually convenient time, after discussion between the employee and the College, within two fortnightly pay cycles.

49.5 On call and recall allowance

(a) On call allowance

An on call allowance will be paid to an employee who is required by the College to hold themselves available to be recalled to work. The employee will be paid an allowance equal to one ordinary hour's pay for each period of up to 24 hours that the employee is required to be on call.

(b) Recall Allowance

An employee recalled to duty at the workplace will be paid a minimum of two hours at the appropriate overtime rate where that duty is not continuous with their ordinary hours of duty.

(c) Exceptions

The on call and recall allowances do not apply to an employee provided with reasonable accommodation, including living quarters, fuel and light, and available to the employee for their exclusive use at no cost to the employee (e.g. resident caretaker).

49.6 Excessive annual leave accruals

(a) An employee has an excessive leave accrual if the employee has accrued more than 12 weeks paid annual leave.

(b) If an employee has an excessive leave accrual, the College or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.

(c) Clause 49.6(e) sets out how the College may direct an employee who has an excessive leave accrual to take paid annual leave.

(d) Clause 49.6(g) sets out how an employee who has an excessive leave accrual may require the College to grant paid annual leave requested by the employee.

(e) If the College has genuinely tried to reach agreement with an employee under clause 49.6(b) but agreement is not reached (including because the employee refuses to confer), the College may direct the employee in writing to take one or more periods of paid annual leave. However, a direction by the College under this clause:

- (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under

clauses 49.6(b), (e) or otherwise agreed by the employer and employee) are taken into account; and

(ii) must not require the employee to take any period of paid annual leave of less than one week; and

(i) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and

(ii) must not be inconsistent with any leave arrangement agreed by the employer and employee.

(f) The employee must take paid annual leave in accordance with a direction under clause 49.6(e) that is in effect.

(g) An employee to whom a direction has been given under clause 47.9(e) may request to take a period of paid annual leave as if the direction had not been given.

Schedule A – TEACHER CLASSIFICATIONS

A.1 Duties of Teacher

The duties of a teacher may include in addition to teaching, activities associated with administration, review, development and delivery of educational programs and Cocurricular activities.

A.2 Recognition of Previous Service

A.2.1 On appointment, a teacher will be classified and placed on the appropriate level on the Xavier College Teachers' salary scale in Schedule B, according to qualifications and teaching experience. **Teaching experience** does not include employment as a teacher in a TAFE program (unless the teacher is employed to teach a Vocational and Educational Training (VET) program) or in an English Language School.

A.2.2 In the case of service as a casual teacher, the equivalent of a full-time year of teaching service is 200 full casual days in Australian schools.

A.2.3 In the case of an early childhood/preschool teacher, the following will count

(a) as service:

(b)

(c) teaching experience in preschools, kindergartens, multi-purpose centres,

(d) early intervention services, long day care centre and other similar services;

teaching experience of children from four to eight years (or in the infants department) of a school registered and/or accredited under the relevant authority in each state or territory;

service as a lecturer in early childhood education or child development, as a child development officer or equivalent; and

service as a diploma qualified childcare worker, at the rate of one year for every three years of service up to a maximum of four years.

A.3 Evidence of Qualifications

A.3.1 The College may require that the teacher provide documentary evidence of qualifications and teaching experience. The College may decline to recognise the relevant qualification or experience until such evidence is provided.

A.4 Progression

- A.4.1** A teacher who is four year trained will commence on Level 1 of the Xavier College Teachers' salary scale in Schedule B and progress according to normal years of service to Level 11.
- A.4.2** A teacher who is five year trained will commence on Level 3 of the Xavier College Teachers' salary scale in Schedule B and progress according to normal years of service to Level 11 of the scale.

Schedule B – TEACHER SALARIES

- B1** The salary level for a full time teacher will be determined in accordance with the provisions in Schedule B. A teacher shall progress annually through each level of the salary scale to the maximum level for which they are qualified.

A Full-time Teacher (pro rata for a Part-time Teacher) is entitled to be paid not less than the following salary depending on the Teacher's classification from the first full pay period commencing on or after:

- (a) 1 February 2023, except that the back payment to this date will only be paid to Teachers, who are employed on the date that the Employees approve the making of this Agreement (the Approval Date), and will be paid to these Teachers from either the first or second pay period commencing on or after the Approval Date. For the avoidance of doubt, the payment will not be made to:
- a Teacher whose employment ceased prior to the Approval Date, and
 - a Teacher who had one or more fixed term engagements that ceased prior to the Approval Date;
- (b) 1 February in 2024, 2025 and 2026.

**XAVIER COLLEGE
TEACHING STAFF
SALARY LEVELS - CURRENT**

LEVEL	Salary Increase 1/2/2023	Salary Increase 1/2/2024	Salary Increase 1/2/2025	Salary Increase 1/2/2026
	3.00%	3.00%	3.00%	3.00%
1	\$84,178	\$86,703	\$89,304	\$91,983
2	\$86,576	\$89,173	\$91,849	\$94,604
3	\$91,582	\$94,330	\$97,160	\$100,075
4	\$94,191	\$97,017	\$99,928	\$102,925
5	\$96,876	\$99,783	\$102,776	\$105,859
6	\$99,638	\$102,628	\$105,706	\$108,878
7	\$102,476	\$105,551	\$108,717	\$111,979
8	\$106,168	\$109,353	\$112,633	\$116,012
9	\$109,473	\$112,757	\$116,140	\$119,624
10	\$112,853	\$116,238	\$119,725	\$123,317
11	\$124,169	\$127,894	\$131,731	\$135,683

B.2 The weekly rate of pay for a teacher will be determined by dividing the annual rate by 52.18.

B.3 Annual Leave Loading

The annual salary in B.1 does not include annual leave loading.

B.4 Part-time Teacher

A part-time teacher will be paid pro rata, at the same rate as a full-time teacher in the same classification, in accordance with the provisions of Schedule A.

B.5 Tutor Allowance and Home Room Allowance s

The Principal determines whether a teacher is entitled to a Home Room Allowance or a Tutor Allowance. Teachers who are entitled to either a Tutor Allowance or a Home Room Allowance will receive the relevant allowance fortnightly for the period they are required to fulfil the duties.

As at 1 February 2023, the Home Room Allowance and Tutor Allowance are \$3,000 per annum.

Schedule C – GENERAL STAFF CLASSIFICATIONS

The College will appoint general staff to a level which is appropriate to the employee's skills and position description in accordance with the provisions described in Schedule C to this Agreement.

Staff wishing to seek reclassification are to present such a request to their manager who will provide documentation outlining the procedure for reclassification.

Classifications have been developed in close reference to the *Educational Services (Schools) General Staff Award 2020*. They are intended as a general guide only. Each position description will specify the classification level.

C.1 Definitions

C.1.1 Definition 1: Supervision

- (a) **Close supervision:** clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviations from procedures or unfamiliar situations are referred to higher levels. Work is regularly checked.
- (b) **Routine supervision:** direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by a supervisor. Checking is selective rather than constant.
- (c) **General direction:** direction is provided on the assignments to be undertaken, with the employee determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. When performance is checked, it is on assignment completion.
- (d) **Broad direction:** direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the employee may be required. Performance will be measured against objectives.

C.1.2 Definition 2: Qualifications

Within the Australian Qualifications Framework:

- (a) **Year 12**
Completion of a senior secondary certificate of education, usually in Year 12 of secondary school.
- (b) **Trade certificate**
Completion of an apprenticeship, normally of four years' duration, or equivalent recognition, e.g. Certificate III.
- (c) **Post-trade certificate**
A course of study over and above a trade certificate and less than a Certificate IV.
- (d) **Certificates I and II**
Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.
- (e) **Certificate III**
A course that provides a range of well-developed skills and is comparable to a trade certificate.
- (f) **Certificate IV**
A course that provides greater breadth and depth of skill and knowledge and is comparable to a two year part-time post-Year 12 or post-trade certificate course.
- (g) **Diploma**
A course at a higher education or vocational educational and training institution, typically equivalent to two years' full-time post-Year 12 study.

(h) **Advanced Diploma**

A course at a higher education or vocational educational and training institution, typically equivalent to three years' full-time post-Year 12 study.

(i) **Degree**

A recognised degree from a higher education institution, often completed in three or four years, and sometimes combined with a one year diploma.

(j) **Postgraduate degree**

A recognised postgraduate degree, over and above a degree as defined above.

NOTE: Previously recognised qualifications obtained prior to the implementation of the Australian Qualifications Framework continue to be recognised. The above definitions also include equivalent recognised overseas qualifications.

C.1.3 Definition 3: Classification Dimensions

(a) **Competency**

The skill, complexity and responsibility of tasks typically required at each classification level.

(b) **Judgment and independence**

Judgment is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which an employee is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of actions are available. This dimension looks at how much of each of these three qualities applies at each classification level.

(c) **Level of supervision**

This dimension covers both the way in which employees are supervised or managed and the role of employees in supervising or managing others.

(d) **Training level or qualifications**

The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on-the-job instruction or exposure to procedures.

(e) **Occupational equivalent**

Examples of occupations typically falling within each classification level.

(f) **Typical activities**

Examples of activities typically undertaken by employees in different roles at each of the classification levels. Examples of occupational equivalent positions are provided. Reference to small, medium and large schools is made, based upon student enrolment. A small school enrolls less than 300 students, a medium school enrolls between 300 and 600 students and a large school enrolls more than 600 students.

C.2 Classifications

Employees will be classified initially according to the level at which they are regularly called upon to perform a substantial proportion of their duties. Broad-skilling may be involved in the classification process. Movement from one level to a higher level will require the employee and the College to agree that the duties of the employee have changed sufficiently to warrant the re-classification. The classification criteria below aim to promote fairness, equity and consistency in the work place. Each general staff member will be issued with a statement outlining their duties, their classification and lines of responsibility. Classification within salary ranges shall occur as a result of size of campus, complexity of position, level of responsibility and the range of qualification and experience in the specific work skills required

C.3 Classification Criteria

LEVEL 1

C.3.1 General Work Description

An employee at this level will learn and gain competency in the basic skills required by the College. An employee at Level 1 is not required to have any formal qualifications and is required to perform a combination of a wide range of functions under direct supervision. Competency at this level involves application of knowledge and skills to a range of tasks and roles. There is a defined range of contexts where the choice of actions required is clear. There is limited complexity of choice of actions required. The employee at this level would normally have some experience to perform the tasks required.

C.3.2 Judgement & Independence

An employee at this level:

- (a) applies generally accepted concepts, principles and standards in well-defined areas.
- (b) is expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.
- (c) is subject to progress checks with tasks being continuously monitored.
- (d) requires basic technical knowledge or prior experience.

C.3.3 Level of Supervision

Routine supervision of straightforward tasks; close supervision of more complex tasks. An employee at this level receives direct supervision from a higher level employee, teacher or manager.

Training level or Qualifications

Level 1 duties typically require:

- (i) a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed;

- (ii) completion of Year 12 without work experience;
- (iii) completion of Certificates I or II with work related experience; or
- (iv) an equivalent combination of experience and training.

C.3.5 Typical Activities

(a) Classroom Support Services

- (i) Providing general assistance of a supportive nature to teachers, as directed
- (ii) Assisting student learning, either individually or in groups, under the direct supervision of a higher level general Employee or a Teacher
- (iii) Assisting with clerical duties associated with normal classroom activities, e.g. student records, equipment records, etc.

(b) Preschool/childcare Services

- (i) Learning and implementing the policies, procedures and routines and requisite basic skills
- (ii) Learning to establish relationships and interacting with children
- (iii) Attending to the physical, social and emotional needs of children on an individual basis
- (iv) Performing basic duties, including food preparation, cleaning and gardening

(c) **School Operational Services**

- (i) Performing general labouring tasks and a range of industrial cleaning tasks
- (ii) Undertaking elementary food preparation and cooking duties, cleaning and tidying the kitchen and its equipment
- (iii) Assisting in a school retail facility, such as canteen, uniform shop or book shop
- (iv) Making and/or serving morning/afternoon teas, including washing up and other duties in connection with such work

C.4 LEVEL 2

C.4.1 General Work Description

An employee at Level 2 undertakes duties that require knowledge and skills which may be gained by the completion of a relevant one- or two-year post-secondary certificate, or an approved trade certificate, or from on-the-job experience considered relevant by the College. Competency at this level involves application of knowledge with depth in some areas and a broad range of skills. There are a range of roles and tasks in a variety of contexts. There is some complexity in the extent and choice of actions required. Competencies are normally used within routines, methods and procedures. The employee may be required to perform a combination of a wide range of functions under routine direction. After gaining experience, the employee may exercise some degree of autonomy.

C.4.2 Judgement and Independence

An employee at this level will receive routine direction, meaning:

- (a) instructions on what is required on unusual or difficult features and new techniques; or
- (b) practices are involved on the method of approach;
- (c) is normally subject to progress checks usually confined to the unusual or difficult aspects, and

- (d) assignments reviewed on completion;
- (e) requires the technical knowledge and/or experience to perform basic duties, usually without technical instructions;
- (f) persons advancing through this level may typically perform duties which require further on-the-job training.

C.4.3 Level of Supervision

An employee at this level receives direct supervision from a higher level employee, teacher or manager.

C.4.4 Training Level or Qualifications

Level 2 duties typically require a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:

- (i) completion of a trades certificate or Certificate III
- (ii) completion of Year 12 or a Certificate II, with relevant work experience;
or
- (iii) an equivalent combination of relevant experience and/or education/training. For an instructional services employee (sport), this means coaching qualifications equivalent to those identified in clauses C.4.4(i) & (ii) and/or appropriate sporting discipline specific experience.

C.4.5 Typical Activities:

(a) Boarding Supervision Services

- (i) Performing basic duties to assist the person in charge of the boarding house in the daily routines involving the care of students and general functions of the boarding house.

(b) Classroom Support Services

- (i) Providing general assistance of a supportive nature to teachers, as directed

- (ii) Assisting student learning, either individually or in groups, under the direct supervision of a higher level general Employee or a Teacher
- (iii) Assisting with clerical duties associated with normal classroom activities, e.g. student records, equipment records etc.

(c) **Preschool/Childcare Services**

- (i) Assisting in the implementation of the children's program under supervision
- (ii) Assisting in the implementation of daily care routines.
- (iii) Responsibility for recording observations of individual children or groups for program planning purposes for qualified employees.
- (iv) Working with individual children with particular needs, under direction.
- (v) Undertaking and implementing the requirements of quality assurance.
- (vi) Ensuring a safe environment is maintained for children and employees.

(d) **School Operational Services**

- (i) Performing general labouring tasks, gardening tasks and a range of industrial cleaning tasks
- (ii) Undertaking elementary food preparation and cooking duties, cleaning and tidying the kitchen and its equipment

- (iii) Assisting in a school retail facility, such as canteen, uniform shop or book shop
- (iv) Performing general laundry duties and minor clothing repairs
- (v) Making and/or serving morning/afternoon teas, including washing up and other duties in connection with such work

(e) **Well Being Services**

- (i) Performing basic duties to assist persons in charge of the boarding house in the daily routines involving the care of students.
- (ii) Applying domestic and interpersonal skills.

(f) **School Administration Services**

- (i) Performing a range of general clerical duties at a basic level, for example, filing, handling mail, maintaining records, data entry
- (ii) Operating routine office equipment, such as a computer, photocopier, scanner etc.

(g) **Instructional Services**

- (i) Providing assistance to individuals and/or sporting teams/squads under the supervision of a teacher or an instructional services employee (Level 3 or above).
- (ii) Assisting with equipment and the preparations for, and conducting of, training sessions and/or sporting events.

C.5 LEVEL 3

C.5.1 General Work Description

An employee at Level 3, in addition to the knowledge and skills required at Level 2, undertakes duties that require additional experience or knowledge and skills which may be gained by the completion of a relevant three-year post-secondary qualification or from on-the-job experience considered relevant by the College. Competency at this level involves the application of knowledge with depth in some areas and a broad range of skills. There is a wide variety of tasks and roles in a variety of contexts. There is complexity in the ranges and choice of actions required. Competencies are normally used in a variety of routines, methods and procedures. Discretion and judgement are required for self and/or others in planning, selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.

C.5.2 Judgement and Independence

An employee at this level will receive general direction, meaning:

- (a) general instructions, usually covering only the broader technical aspects of the work;
- (b) exercising independent judgement to identify, select and apply the most appropriate available guidelines and procedures and adapt standard methods or practices to meet variation in facts and/or conditions.
- (c) periodically applying extensive diagnostic skills, theoretical knowledge and techniques to a range of procedures and tasks
- (d) may be subject to progress checks usually confined to ensuring that, in broad terms, satisfactory progress is being made;
- (e) although technically competent and well experienced, may receive more detailed instructions.

C.5.3 Level of Supervision

An employee at this level receives little direct supervision and would be expected to take significant initiative and responsibility, but would still be responsible to a Level 4 or Level 5 employee, a teacher or manager. The employee may be expected to supervise employees at Level 1 or Level 2.

C.5.4 Training Level or Qualifications

Level 3 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) completion of a diploma level qualification with relevant work related experience;
- (ii) completion of a Certificate IV with relevant work experience;
- (iii) completion of a post-trades certificate and extensive relevant experience and on-the-job training; or
- (iv) an equivalent combination of relevant experience and/or education/training. For an instructional services employee (sport), this means coaching qualifications equivalent to those identified in clause C.5.4(i) to (iii) and/or appropriate sporting discipline specific experience.

C.5.5 Typical Activities

(a) Curriculum/Resources Services

- (i) Providing assistance or guidance to other employees in the work area
- (ii) Providing technical assistance in the operation of a library, laboratory, or technology centre, where some discretion and judgement are involved.
- (iii) Providing guidance in the use of information systems
- (iv) Producing resource materials, e.g. multi-media kits
- (v) Assisting students and employees to access information and to use equipment in a library, laboratory or a technology centre where some discretion and judgement are involved
- (vi) Assisting with supervision of students in the library where some discretion and judgement are involved

(b) School Operational Services

- (i) Control and responsibility for the maintenance of gardens, sports grounds and/or facilities which includes the use of accredited trade skills in areas such as horticulture, gardening or in the maintenance of sports grounds and facilities.

- (ii) Cooking duties including a la carte cooking, baking, pastry cooking or butchery.
 - (iii) Responsibility for operating the school canteen, including supervision of employees and volunteers.
 - (iv) Performing general maintenance work which includes the use of trade accredited skills in areas such as carpentry, plumbing or electrical services.
- (c) **Boarding Supervision Services**
- (i) Deputising from time to time for the person in charge of the boarding house, while undertaking the basic duties
- (d) **Well Being Services**
- (i) Providing support and guidance to students. (ii) Providing welfare services to students.
- (e) **School Administration Services**
- (i) Undertaking a wide range of secretarial and clerical duties at an advanced level, including typing and correspondence, word processing, maintaining email and computerised records and shorthand
 - (ii) Using computer software packages, including desktop publishing, database and/or web software,
 - (iii) Managing enquiries from students, parents, employees and the general public
 - (iv) Assisting with preparation of internal and external publications
 - (v) Preparing government and statutory authority returns for authorisation
 - (vi) Applying inventory and purchasing control procedures
 - (vii) Undertaking bank and ledger reconciliations

- (f) **Preschool/Childcare Services**
 - (i) Exercises similar responsibilities as at Level 2 but an employee has a Diploma of Children's Services.

- (g) **Instructional Services**
 - (i) Instructing individual students as part of an extra-curricula instrumental music program.
 - (ii) Coaching, including developing sports training sessions and programs, for individuals and/or teams/squads in various sporting disciplines.
 - (iii) Supervising instructional services employees (Level 2).

- (h) **Classroom Support Services**
 - (i) Undertaking some responsibility for other employees in the work area.
 - (ii) Providing assistance or guidance to other employees in the work area.
 - (iii) Liaising between the College, the student and the student's family where some discretion and judgement are involved.
 - (iv) Assisting student learning, where some discretion and judgement is involved, including evaluation and assessment, under the supervision of a teacher, of the learning needs of students.

C.6 LEVEL 4

C.6.1 General Work Description

An employee at Level 4, in addition to the knowledge and skills required at Level 3, may be required to supervise other employees in a large unit in the workplace.

Positions at this level may, under general direction, assist in the co-ordination of the financial, personnel, or other support services.

Competency at this level involves the development and application of professional knowledge in a specialised area/s and utilising a broad range of skills. Significant discretion and judgement is required in planning, designing professional, technical or supervisory functions related to services, operations or processes.

The employee will have the skills required for the job either through experience or qualifications or both.

C.6.2 Judgement and independence

- (a) Limited instructions, usually comprising a clear statement of objectives;
- (b) Has work usually measured in terms of the achievement of stated objectives;
- (c) Is fully competent and very experienced technically and requires little guidance during the performance of work;
- (d) If in a support role to a senior administrator, an employee at this level would generally be required to manage a specific function or assist the senior administrator in the management of support functions;
- (e) Could be responsible for coordinating a team to provide an administrative service.

C.6.3 Level of Supervision

An employee at this level receives limited supervision and would be expected to have a high degree of initiative, discretion and the capacity to program work. The employee may be expected to supervise employees at Levels 1, 2 and 3.

C.6.4 Training Level or Qualifications

Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) completion of a degree with subsequent relevant work experience;
- (ii) completion of an advanced diploma qualification and at least two years' subsequent relevant work experience;
- (iii) completion of a Certificate IV and extensive relevant work experience;
or
- (iv) an equivalent combination of relevant experience and/or education/training. For an instructional services employee (sport), this means coaching qualifications equivalent to those identified in clauses C.6.4(i) to (iii) and/or appropriate sporting discipline specific experience.

C.6.5 Typical Activities

(a) Curriculum/Resources Services

- (i) Demonstrating, assisting and instructing students and employees with respect to the use of complex audio-visual or computer equipment, using a variety of routines, methods and procedures, with a depth of knowledge in the requisite areas
- (ii) Designing and demonstrating experiments within a variety of routines, methods and experiences under supervision of teachers where discretion and judgement are required
- (iii) In charge of an identifiable functional unit, which ordinarily will involve the supervision of staff

(b) School Operational Services

- (i) Performing a range of security duties, including patrol, alarm responses, emergency procedures and preparing incident reports
- (ii) Performing specialised cooking, butchery, baking pastry and the supervision of the operation
- (iii) Deputising for the manager if absent, including undertaking all duties
- (iv) Managing a range of functions

(c) Well Being Services

- (i) Performing guidance and counselling within defined accountabilities.
- (ii) Providing specialist health services and/or therapy services to students.

(d) **School Administration Services**

- (i) Responsibility for secretarial administration of an office of a senior administrator in the College
- (ii) Planning and setting up spreadsheets and database applications
- (iii) Controlling the purchasing and storage for a discrete function
- (iv) Using computer software packages, including desktop publishing, database and/or web software, at an advanced
- (v) Applying inventory and purchasing control procedures

(e) **Preschool/Childcare Services**

- (i) Responsibility, in consultation with the director or director's nominee, for the preparation, implementation and evaluation of a developmentally appropriate program for individual children or groups of children in care.
- (ii) Responsibility for the direction and general supervision of lower level employees.
- (iii) Ensure that records are maintained accurately for each child in the employee's care.
- (iv) Liaising with families.

(f) **Nursing Services**

Providing primary nursing care with its associated administrative responsibilities.

(g) **Instructional Services**

- (i) Preparing instrumental music students for external examination in their discipline as part of an extra-curricular program.
- (ii) Coaching individuals and/or sporting teams/squads, including developing and implementing individual and/or team specific training sessions and programs.

C.7 LEVEL 5

C.7.1 General Work Description

An employee at this level would be responsible for providing key support and timely advice to senior management. Within constraints set by management, employees exercise initiative in the application of professional practices demonstrating independent discretion and judgement, which may have effect beyond a work area. An employee at this level is expected to carry a high proportion of tasks involving complex, specialised or professional functions. In addition to the knowledge and skills required at Level 4, the employee will be professionally qualified in the specific area of functional responsibility or have the necessary experience to manage that function. This employee is recognised as an 'expert practitioner' within the specific functional area.

C.7.2 Judgement and Independence

An employee at this level will receive general direction only, meaning:

- (a) is fully competent in a professional sense and requires no guidance during the performance of work;
- (b) has responsibility and broad ranging accountability for the structure, management and output of the work of others;
- (c) high level judgment is required in planning, design, operational, technical and/or management functions;
- (d) will provide strategic support and advice requiring integration of a range of College policies and external requirements
- (e) an ability to achieve objectives operating within complex organisation structures.

C.7.3 Level of Supervision

An employee at this level receives general direction and would be expected to demonstrate the capacity to make autonomous use of a high degree of applied theoretical knowledge.

The employee may be expected to supervise employees at Levels 1, 2, 3 and 4. At this level staff have highly developed interpersonal skills. They are expected to undertake significant creative, planning, designing and supervisory functions in relation to College services, operations and processes. They have substantial accountability, and responsibility for the work of others.

C.7.4 Training Level or Qualifications

Level 5 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) a degree with at least five years of subsequent relevant experience or progress towards postgraduate qualifications;
- (ii) extensive experience and management expertise in technical or administrative fields; or
- (iii) an equivalent combination of relevant experience and/or education/training. For an instructional services employee (sport), this means coaching qualifications equivalent to those identified in clauses C.7.4(i) to (ii) and/or appropriate sporting discipline specific experience.

C.7.5 Typical Activities

(a) Curriculum/Resources Services

- (i) Providing specialist technical advice, direction and assistance in the employee's area of expertise using the application of knowledge gained through formal study/qualifications to this level.

(b) Well Being Services

- (i) Managing counselling services with more than one psychologist under supervision

(c) School Administration Services

- (i) Performing information technology tasks requiring professional qualification involving analysis, design or computation and drawing upon techniques and methods at an advanced level
- (ii) Preparing advice, reports, proposal or submissions for more senior management and/or outside bodies
- (iii) Managing a large managerial unit with a diverse or complex set of functions and significant resources in a school

(d) **Instructional Services**

- (i) Conducting and co-ordinating a school choir, band or musical ensemble or more than one of these.
- (ii) Managing and delivering the full coaching/training program or a significant distinct part of a coaching/training program for one or more sporting disciplines.
- (iii) Supervising employees, including instructional services employees (Levels 2, 3 and/or 4) or coaching (individuals, squads and/or teams) and managing sporting facilities.

C.7.6 Nursing Services

Providing health, counselling, health education and acting in a resource capacity to a school community, in addition to providing primary nursing care with its associated administrative duties and being responsible for the co-ordination, administration and management of health service and who is in charge of or directs the activities of other Employees of the school's health service.

C.8 LEVEL 6

C.8.1 General Work Description

An employee at this level would be in upper management. An employee will have ultimate management responsibility for key financial, personnel or administrative services. An employee at this level will manage a range of other Employees including administrative, technical and/or professional Employees. An employee will have post-graduate qualification in the specific area of functional responsibility and proven experience in management of that function. Competency at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge.

C.8.2 Judgement and Independence

An employee at this level requires limited general direction only, meaning:

- (a) is fully competent in a professional sense and requires no guidance during the performance of work;
- (b) has responsibility and broad ranging accountability for the structure, management and output of the work of others;

- (c) high level judgement is required in planning, design, operational, technical and/or management functions;
- (d) will provide strategic support and advice requiring integration of a range of College policies and external requirements
- (e) the interpretation of policy which has an impact beyond the immediate work environment
- (f) is recognised as the 'expert practitioner' within the specific functional area.

C.8.3 Level of Supervision

An employee would be expected to supervise employees at Levels 1,2,3,4 and 5. At this level staff have highly developed interpersonal skills. They are expected to undertake significant creative, planning, designing and supervisory functions in relation to College services, operations and processes. They have substantial accountability, and responsibility for the work of others. An employee at this level would usually report directly to the Principal or a member of the College Executive

C.8.4 Training Level or Qualifications

Level 6 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) postgraduate qualifications and extensive relevant experience;
- (ii) extensive experience and management expertise; or
- (iii) an equivalent combination of relevant experience and/or education/training.

C.8.5 Typical Activities

(a) Well Being Services

- (i) Manages a counselling or multi-disciplinary service in a large school.

(b) School Administration Services

- (i) Manages a large functional unit within a diverse or complex set of functions and significant resources in a large school.

SCHEDULE D – GENERAL STAFF SALARIES

D.1 The salary for a full time General Staff employee will be determined in accordance with Schedule D. The salary and FTE of part time employees (including employees who only work during instructional time / Term Time) is calculated and paid on a proportionate basis of a full time equivalent salary.

A Full-time General Staff Employee (pro rata for a Part-time General Staff Employee) is entitled to be paid not less than the following salary depending on the General Staff Employee's classification from the first full pay period commencing on or after:

(a) 1 February 2023, except that the back payment to this date will only be paid to General Staff Employee, who are employed on the date that the Employees approve the making of this Agreement (the Approval Date), and will be paid to these General Staff Employees from either the first or second pay period commencing on or after the Approval Date. For the avoidance of doubt, the payment will not be made to:

- a General Staff Employee whose employment ceased prior to the Approval Date, and
- a General Staff Employee who had one or more fixed term engagements that ceased prior to the Approval Date;

(b) 1 February in 2024, 2025 and 2026.

**XAVIER COLLEGE
GENERAL STAFF
SALARY LEVELS AND SUBDIVISIONS - CURRENT**

LEVEL	SUBDIVISION	Salary Increase 1/2/2023	Salary Increase 1/2/2024	Salary Increase 1/2/2025	Salary Increase 1/2/2026
		3.00%	3.00%	3.00%	3.00%
1	1	\$49,086	\$50,559	\$52,075	\$53,638
1	2	\$51,461	\$53,005	\$54,595	\$56,233
1	3	\$53,821	\$55,436	\$57,099	\$58,812
1	4	\$56,062	\$57,744	\$59,477	\$61,261
2	5	\$58,431	\$60,184	\$61,990	\$63,849
2	6	\$60,799	\$62,623	\$64,501	\$66,436
2	7	\$63,168	\$65,063	\$67,014	\$69,025
2	8	\$65,406	\$67,369	\$69,390	\$71,471
3	9	\$69,552	\$71,639	\$73,788	\$76,001
3	10	\$73,694	\$75,905	\$78,182	\$80,527
3	11	\$77,838	\$80,174	\$82,579	\$85,056
3	12	\$81,775	\$84,228	\$86,755	\$89,357
4	13	\$85,918	\$88,496	\$91,150	\$93,885
4	14	\$90,059	\$92,761	\$95,543	\$98,410
4	15	\$94,204	\$97,031	\$99,942	\$102,940
4	16	\$98,107	\$101,050	\$104,082	\$107,204
5	17	\$102,758	\$105,841	\$109,016	\$112,286
5	18	\$106,395	\$109,587	\$112,874	\$116,260
5	19	\$110,537	\$113,853	\$117,269	\$120,787
5	20	\$114,679	\$118,119	\$121,663	\$125,313
6	Salaries above	\$116,903	\$120,410	\$124,023	\$127,743

- D.2**
- (1) On appointment a General Staff employee will be placed on the General Staff scale consistent with the classifications described in Schedule C.
 - (2) General Staff employees will progress by one subdivision on 1 February each year up until the top subdivision within their level.
 - (3) Staff wishing to seek reclassification are to present such a request to their Manager who will provide documentation outlining the procedure for a reclassification.

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2023/5085

Applicant:
Xavier College Limited

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, William Doherty, Principal have the authority given to me by Xavier College Limited to give the following undertakings with respect to the *Xavier College Enterprise Agreement 2023* ("the Agreement"):

1. Clause 40.2 of the Agreement be amended to read as follows:

At the time of engagement, the College will provide the Employee with a letter of appointment stating the commencement date, the nature of employment (full time or part time), the Employee's classification, and the rate of salary applicable on commencement. The College and Employee will agree in writing on a regular pattern of work specifying the hours worked each day, which days of the week the Employee will work, the number of weeks of the school year the Employee will work, and the actual starting and finishing times each day.

2. Clause 40.6 of the Agreement be amended to read as follows:

The College by agreement with the Employee concerned may vary a part-time Employee's time fraction as initially agreed to under 40.2 (and salary) by up to 0.2 of an Employee's existing time fraction in a calendar year. This right extends to both an increase and a reduction of 0.2. Any variation of more than 0.2 of an Employee's existing time fraction (without the Employee's agreement) will be entitled to the provisions of cl.28 - Redundancy. The College will give an affected Employee a minimum of 4 weeks' notice of any alteration to his or her load under this clause, unless agreed by both parties to proceed in a lesser period of time.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

21 December 2023

Date

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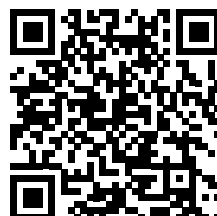
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**Join the IEU
online today**

ieuvictas.org.au/join

This Agreement was won through the solidarity and collective strength of IEU members in this workplace.

The IEU is the collective voice and leading advocate for staff in Victorian independent schools. We've achieved higher wages and better conditions, enforceable consultation provisions, paid parental leave, improved employment security and better salaries for Education Support staff.

These wins have come through active member campaigns, Agreement negotiations, and robust enforcement of conditions. We continue to fight to improve the working lives and professional development of teachers and education support staff.

