



XAVIER COLLEGE

CONDITIONS OF EMPLOYMENT


AGREEMENT 2008

XAVIER COLLEGE CONDITIONS OF EMPLOYMENT AGREEMENT 2008

SIGNING PAGE

Signed as a Collective Agreement under the *Workplace Relations Act 1996*

For the employer:



Fr Julian Slattery SJ - Society of Jesus in Victoria
130 Power Street
HAWTHORN VIC

19-02-08

Date of signing by the Employer



Witness

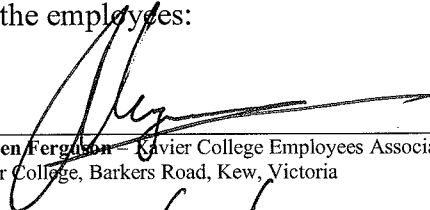
JAMES DWYER

Name of witness (print)

135 BARKERS RD. KEW.

Business address of the witness (print)


For the employees:



Mr Ken Ferguson - Xavier College Employees Association
Xavier College, Barkers Road, Kew, Victoria

19/02/08

Date of signing by the Employees Representative



Witness

DAVID TARANTO

Name of witness (print)

135 BARKERS RD. KEW

Business address of the witness (print)

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PART A: GENERAL CONDITIONS FOR TEACHING AND GENERAL STAFF

1. INTRODUCTION

- 1.1 This Agreement shall be known as the *Xavier College Conditions of Employment Agreement - 2008*. Part A and Part B of this Agreement deal with the conditions applicable to teaching staff. Part A and Part C deal with the conditions applicable to general staff other than nursing staff. Part A and Part D deal with the conditions applicable to nursing staff.
- 1.2 The Society of Jesus in Victoria 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 The Society of Jesus in Victoria who is the employer in Victoria and all employees who are employed at Xavier College, other than the College Principal and any casual employees.
- 1.4 This Agreement will come into operation on its date of lodgement under the *Workplace Relations Act 1996* and expire on 31 December 2010.

2. PREAMBLE

- 2.1 The College requires a professional approach from all staff in maintaining the Jesuit ethos and traditions of Xavier College.
- 2.2 The College is committed to providing the quality of teaching environment and supportive working conditions which are necessary for the holistic education of its pupils.
- 2.3 It is accepted by all sections of the College - lay and Jesuit, teachers and general staff - that the structures of the College and its procedures aim to reflect the concept of justice which the College tries to inculcate in its students.
- 2.4 The structures of the College aim to guarantee the rights of The Society of Jesus in Victoria, students, School Council members, teachers and general staff and call each to his or her individual responsibilities. All members of the College community shall endeavour to work together to create and maintain conditions most favourable for each one to grow in the responsible use of freedom. Every

member of the College community is invited to be actively engaged in the growth of the entire College community.

- 2.5 'Cura personalis' (concern for the individual person) remains a basic characteristic of Jesuit education. In implementing the policies and practices referred to in this Agreement, the College and the employees will always endeavour to take into account the individual needs and situations of those concerned.
- 2.6 All staff acknowledge their commitment to the 1997 Xavier College Protocol on Issues of Sexual Abuse.

3. DEFINITIONS

'Act' means the *Workplace Relations Act 1996*.

'Agreement' means the *Xavier College Conditions of Employment Agreement - 2008*.

'co-curricular duties' 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.

'College' means Xavier College.

'employees' means teachers and general staff, but does not include members of the Society of Jesus.

'four-year-trained teacher' means a registered teacher with a four-year approved training course, including teacher training.

'General staff' means employees who are not employed as teachers.

'Immediate Family' means spouse (including a former spouse, a defacto spouse and a former defacto spouse) of the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis; and child or an adult child (including an adopted child, a step-child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

'School Council' means the Council of Xavier College.

'Staff Manual' means the Xavier College Staff Manual, as amended from time to time.

'teacher' means a registered teacher who is employed on a full-time or part-time basis.

'three year trained teacher' means a registered teacher with a three-year-approved training course, including teacher training.

4. RELATIONSHIP WITH AWARDS AND OTHER DOCUMENTS

- 4.1 Subject to clause 27, this Agreement is intended to wholly replace any award (including any protected award conditions) which is binding, or in the future may become binding, upon Xavier College.
- 4.2 This Agreement wholly replaces the 2001 Xavier College Conditions of Employment agreement.
- 4.3 For the avoidance of doubt, with the exception of the *Victorian Independent Schools - Nurses Award 2003* referred to in clause 27, the documents referred to in this Agreement are not incorporated into this Agreement.
- 4.4 The Agreement is intended to 'cover the field' of matters which may be contained in an agreement which is capable of being lodged under the Act. Neither Xavier College, its employees nor their representatives will make any claims for a new workplace agreement until after the nominal expiry date of this Agreement. There shall be no industrial action for the duration of this Agreement in relation to any matters pertaining to the employment relationship.

5. APPOINTMENT

- 5.1 On appointment to the College, employees will receive a letter of appointment outlining their commencement date (and, in the case of a fixed-term agreement, their cessation date) and salary, the nature of their employment, ie: full-time or part-time and duties to be performed. Staff may be contracted to a maximum of 2 years (except in exceptional circumstances). If their employment is to be continued they will be offered ongoing status.
- 5.2 A six month period of probation will apply to all new employees, at the commencement of their employment. During the probationary period, either the College or the employee may terminate the employment by giving one month's notice (payment in lieu may be provided by the College), or at the end of the probation period. Upon completion of the probationary period, if neither the College nor the employee has terminated the employment under this clause, the employee's employment will continue on the terms and conditions set out in the remainder of this Agreement. The probationary period established in this Agreement does not affect the length of the 'qualifying period' for the purposes of the WR Act.

- 5.3 On appointment, part-time employees will be notified of their workload.
- 5.4 The College may direct an employee to perform such duties as are within the limits of the employee's skill, competence and training.
- 5.5 Employees may be required to work at any one of the three metropolitan campuses. If a staff member employed prior to 1 September 1998 would be severely disadvantaged by a change of location, the College will give sympathetic consideration to that employee's circumstances. The College will consider the commitment to travel and other factors in finalising teacher allocations.

Confidentiality

- 5.6 The employee will not during the term of his or her employment or following the termination reveal any of the confidential information of the School to any other person whatsoever, unless authorised in writing by the School.

“Confidential Information” will include personal and organisational information which has been specifically designated as confidential by the School and any information which relates to the commercial and financial activities of the School, the unauthorised disclosure of which may embarrass, harm or prejudice the school or any of its employees or students. It does not extend to information already in the public domain unless such information arrived there by unauthorised means. It also does not preclude an individual's right to seek external professional advice.

6. PARTS OF THIS AGREEMENT

- 6.1 Part B of this Agreement contains terms and conditions of employment which will apply to teaching staff employed by the College.
- 6.2 Part C of this Agreement contains terms and conditions of employment which will apply to general staff employed by the College, except for nursing staff.
- 6.3 Part D of this Agreement contains terms and conditions of employment which will apply to nursing staff employed by the College.

7. SALARY

- 7.1 Salaries are to be paid into an employee's nominated bank account.

- 7.2 Teachers who are employed on a contract 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.
- 7.3 The College shall review all employees' salaries annually. The Principal shall present any submission he receives before 31 July from the representative staff body to the Chair of the Finance Committee or other appropriate committee and report back to the staff body by the completion of Term 4, in the same year.
- 7.4 The College may permit salary packaging (upon the 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.

8. SUPERANNUATION

- 8.1 Full-time and part-time ongoing employees are entitled to join the Xavier College Superannuation Plan upon commencement of employment.
- 8.2 The College reserves the right to change to an accumulation fund (for new employees) if there are significant changes in economic circumstances impacting negatively on the school. If that occurs, superannuation contributions for new employees who commence employment after the date of the change will be made into a complying superannuation fund chosen by the employee or, if the employee does not choose a fund, a complying superannuation fund chosen by the College.

9. GRIEVANCE RESOLUTION PROCEDURE

- 9.1 This grievance resolution procedure applies when an employee has a grievance about the operation of part or all of this Agreement.

Step 1

- 9.2 Every attempt will be made to resolve a grievance 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.

Step 2

- 9.3 Where a grievance is not resolved by Step 1, the employee or the supervisor may refer the matter to the Principal in an attempt to resolve it.

Step 3

- 9.4 Where the grievance has not been resolved by Step 2, the parties may agree to refer it to a mutually acceptable mediator for resolution. Either party may seek the assistance of a representative at this stage.

Step 4

- 9.5 In the event that Steps 1, 2 and 3 fail to resolve the matter, it may be referred by either party to the Australian Industrial Relations Commission for conciliation and/or arbitration. In normal circumstances, the matter should not be referred by either party to the Australian Industrial Relations Commission prior to the completion of Steps 1 and 2 and, where agreed, Step 3.
- 9.6 Except where the services of an employee are terminated by the College without notice due to serious neglect of duty, gross incompetence, wilful misconduct or serious misrepresentation, until the grievance is finally resolved, all work shall continue in accordance with College practices and policies prior to the grievance arising, or other agreed arrangements.
- 9.7 The Australian Industrial Relations Commission may not, when exercising a power of dispute resolution under this Agreement, provide a right or remedy on the basis that a termination of employment was harsh, unjust or unreasonable.

10. ACCIDENT MAKE-UP PAY

Entitlement to accident make-up pay

- 10.1 Where an employee becomes entitled to compensation payments under the Accident Compensation Act 1985 (Vic) (AC 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 AC Act plus, in respect of an employee who is partially incapacitated, any wages earned by that employee; and

- (b) the amount that would have been payable under this Agreement if the employee had been performing normal duties.

10.2 Subject to clause 10.3, accident make-up pay will be paid for a maximum of 39 weeks, inclusive of school holidays, in respect of the same injury.

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

Accident make-up pay not payable

10.4 Accident make-up pay under clause 10.1 will not be payable:

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

Eligibility for accident make-up pay

10.5 In order for an employee to be eligible for accident make-up pay in accordance with clause 10.1:

- (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 AC 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.

Accident make-up pay ceases

10.6 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 AC 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.

11. EDUCATION OF SONS

11.1 Sons, of employees (other than emergency teachers) whilst employed by the College, are educated at the College under the following conditions:

- (a) Sons, of staff 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) Sons, of staff 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) Sons, of staff (full-time or part-time) employed after 1 September 1998 but before the lodgement of this agreement, 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 base.

- (d) Sons, of staff (full-time or part-time) employed after lodgement of this Agreement, 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 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.

11.2 Sons 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.

11.3 Staff of the College at the lodgement of this Agreement will retain the designated discounts during their employment at the College.

11.4 In all cases, the son of a staff member will be required to comply with the enrolment requirements of the College as varied from time to time.

12. FURTHER AGREEMENT

12.1 Prior to the nominal expiry date of this Agreement, the College will meet with the negotiating committee to discuss issues that have arisen about the terms of this Agreement.

PART B: TEACHING STAFF

13. CLASSIFICATION STRUCTURE AND SALARIES FOR TEACHERS

- 13.1 From the commencement of this Agreement, the classification structure and salary scale currently used in the College will continue to apply to full-time teachers employed by the College. The classification structure may be altered by agreement between the employer and the employees during the term of this Agreement. The salary scales will be reviewed annually by the Society of Jesus in Victoria.
- 13.2 Upon appointment a teacher shall be requested to submit a Salary Assessment Form to the Catholic Education Office to determine the starting level on the Xavier College Salary Scale.
- 13.3 A teacher shall progress annually through each level of the salary scale to the maximum level for which they are qualified.

14. PART-TIME EMPLOYMENT

- 14.1 Subject to clause 14.3, the College is committed to providing the same job security to part-time employees as is enjoyed by full-time employees.
- 14.2 Employees employed on a part-time basis are entitled to the salary, annual leave and sick leave entitlements set out in this Agreement on a pro-rata basis.
- 14.3 The College has the right to unilaterally vary a part-time employee's load (and salary) by up to 0.2 of a time fraction. This right extends to both an increase and a reduction of 0.2. Any variation of more than 0.2 of a time fraction can only be implemented by agreement with the employee concerned.
- 14.4 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 as much notice as possible of any alteration to their load under this clause. Subject to timetable considerations the wishes of part-time staff will be taken into account.

- 14.5 The requirements for part-time teaching staff to attend at school activities, and the payment to part-time teaching staff for such attendance, are set out in the Staff Manual.

15. EMERGENCY TEACHERS

- 15.1 If an Emergency Teacher is engaged by the College, he or she will be paid at the daily rate of pay currently used in the College or, if engaged for less than four hours in any day, the hourly rate currently used in the College.
- 15.2 Emergency Teachers will not be entitled to accrue annual leave, sick leave or paid parental leave.

16. HOURS OF WORK

- 16.1 Teachers are 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, teachers may leave the campus when they are not required for duty.
- 16.2 Teachers are 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 dealt with in more detail in the College's Staff Manual.
- 16.3 Without limiting the effect of clause 16.2 above, co-curricular duties are also part of an employee's workload. The Principal of the College may deem a particular position of responsibility to be exempted from the need to participate in some or all co-curricular duties.
- 16.4 Following consultation, individual teachers will be allocated co-curricular duties by the Head of Campus. Co-curricular duties may be conducted during term or in school holidays.
- 16.5 All teachers will from time to time be required to perform additional duties such as taking extra classes and being responsible for yard supervision, as well as attending College functions as directed from time to time. The College will roster all extra duties and will attempt to ensure that such extra duties are fairly allocated among teaching staff. Teachers will be given advance notice, where possible, of extra attendance where required.

- 16.6 Part-time employees will be allocated extra duties pursuant to clause 16.2 and co-curricular duties pursuant to clause 16.4 and 16.5 on a pro-rata basis.
- 16.7 Where an employee is required by the College to remain at school beyond normal hours continuously from the end of the school day until after 7.00pm, that employee shall be supplied with a meal by the College in lieu of a meal allowance.
- 16.8 The total face-to-face hours worked in a ten-day cycle will be:
- 3 year old and 4 year old: 3720 minutes per 10 day cycle;
 - Prep to Year 4: 2,560 minutes per 10 day cycle;
 - Year 5 to Year 8: 2,340 minutes per 10 day cycle; and
 - Year 9 to Year 12: 2,160 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.
- 16.9 Any significant variation in workloads will only be made following notice given no later than third term in the year preceding the implementation of the variation.
- 16.10 Face-to-face teaching 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 sport during class time.
- 16.11 A full-time teacher will be paid not less than the applicable rate as per the Xavier College Teachers' Salary Scale. The annual rate of pay is for all hours worked by the full-time Teacher and incorporates payment for any reasonable additional hours worked by the employee during the year.

17. TERMINATION CHANGE AND REDUNDANCY

Summary Dismissal

- 17.1 The services of an 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. A breach of the 1997 Protocol on Sexual Abuse may be regarded as grounds for summary dismissal.

Termination on notice

17.2 Without limiting clause 17.1 but subject to clause 17.3, which outlines the Due Process procedures, the College may also terminate the employment of an employee for reasons connected with the employee's conduct or performance or the operational requirements of the College.

Due Process

17.3 When considering the termination of an employee's employment for reasons relating to the employee's conduct or performance pursuant to clause 17.2, the College will:

- (a) advise the employee in writing of:
 - (i) the College's concern with the employee's conduct or performance;
 - (ii) the time, date and place of a meeting to discuss the College's concern;
 - (iii) the employee's right to be accompanied by a nominee of the employee's choice at the meeting;
 - (iv) the College's right to terminate the employee's employment should the College's concerns not be resolved; and
- (b) conduct a meeting or meetings which will:
 - (i) include discussion of the College's concern with the employee's conduct or performance;
 - (ii) give the employee an opportunity to respond to the College's concern;
 - (iii) include discussions of any counselling or assistance, where appropriate, available to the employee;
 - (iv) include documentation, where appropriate;
 - (v) set periods of review and future meetings as appropriate.

17.4 The above process shall proceed without prejudice to either party's rights and with the co-operation of the parties.

17.5 If, following this process, the College decides to terminate the employment of a teacher, then the College must give seven (7) weeks' notice of termination to the teacher (wholly within a term) or pay the employee in lieu of such notice.

Resignation

17.6 If a teacher wishes to resign his or her employment, he or she must give the College four (4) weeks' notice in writing. If the employee fails to give adequate notice, the College may withhold moneys due to the employee equivalent to the salary the employee would have received in respect of the period of notice not given.

17.7 Upon resignation, an employee may request a statement of service. Upon receipt of such request, the College will provide the employee with a statement specifying:

- (a) the employee's period of employment; and
- (b) the classification and the type of work performed by the employee.

Redundancy

Discussions before termination

17.8 When the College has made a definite decision that the College no longer wishes the job the employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the College shall hold discussions with the employees directly affected, with their nominated representative and with relevant College personnel (eg: Head of Faculty/Manager).

17.9 At the conclusion of those discussions, subject to clauses 17.10 and 17.11, the College may terminate the employment of the employee by reason of redundancy.

Notice of Redundancy: teachers

17.10 Where a teacher's employment is terminated by reason of redundancy pursuant to clause 17.9, the employee shall be entitled to:

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

Severance Pay

17.11 In addition to notice or payment in lieu of notice as specified under clause 17.10, a teacher whose employment is terminated for reasons of redundancy pursuant to clause 17.9 will be entitled to a severance payment calculated in accordance with the table below.

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
1-2	4 weeks' pay	5 weeks' pay
2-3	7 weeks' pay	8.75 weeks' pay
3-4	10 weeks' pay	12.5 weeks' pay
4-5	12 weeks' pay	15 weeks' pay
5-6	14 weeks' pay	17.5 weeks' pay
6-15	18 weeks' pay	22 weeks' pay
15 years and over	21 weeks' pay	25 weeks' pay

Leaving during notice

17.12 An employee who is given notice pursuant to clause 17.10 that his or her employment is to be terminated by reason of redundancy may terminate his or her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had he or she remained with the College until the expiry of such notice, provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

Time off during the notice period

17.13 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.

Employees with less than one year's continuous service

17.14 Clauses 17.9, 17.10 and 17.11 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.

Employees exempted

- 17.15 Clauses 17.8 to 17.14 (inclusive) shall not apply where employment is terminated as a consequence of conduct that justifies summary dismissal, or for reasons related to the employee's performance or conduct under clause 17.2 above, or to employees engaged as replacement employees or who prior to employment were advised in writing that the position sought would terminate on completion of a specified task or was of a fixed duration of one year or less.

Employees terminated during period of probation

- 17.16 Clauses 17.2 to 17.14 (inclusive) do not apply to an employee whose employment is terminated during their period of probation, in accordance with clause 5.2.

18. INTRODUCTION OF CHANGE

- 18.1 Where the College has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the College as soon as practicable shall notify and discuss the proposed changes with the affected employees to ensure adverse effects are limited.
- 18.2 'Significant effects' include: termination of employment, major changes in the composition, operation or size of the College's workforce, or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

19. LEAVE

Personal sick leave

- 19.1 An employee is entitled to paid leave for absence due to personal illness or injury up to fifteen days per year of service, which is cumulative. At commencement of this Agreement, sick leave accrued but not used under the predecessors to this Agreement since 1 July 1998 will be credited to the employee. The Principal may, at his sole discretion, approve additional paid leave in exceptional circumstances. Where paid sick leave credits have been exhausted and subject to clauses 19.2, 19.3 and 19.4 an employee shall be entitled to unpaid sick leave. This entitlement is

subject to the production of a certificate of a legally qualified medical practitioner or other evidence satisfactory to the College when requested.

19.2 An employee is entitled to sick 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 holiday to which the employee is entitled and which would not 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 days of paid sick leave already taken without the production of a medical certificate or other evidence satisfactory to the College exceed eight days in the one year.

19.3 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 days sick leave 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.

19.4 The College may require an employee who claims sick 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.

Bereavement/compassionate leave

19.5 An employee is entitled to up to three days' paid leave on each occasion if a member of the employee's immediate family or household dies or is seriously ill. An employee may apply for further unpaid leave or paid leave which may be granted at the Principal's discretion.

- 19.6 Proof of death or serious illness must be provided to the satisfaction of the College, if requested.

Carer's leave

- 19.7 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 may apply to the Principal for leave to provide care and support for such persons when they are ill. The amount of carer's leave which may be granted in any one year, with or without pay, shall not exceed 25 days of their sick leave entitlement without the approval of the Principal.

Annual leave

- 19.8 Teachers are entitled to the College's school holidays without deduction of pay. School holidays are deemed to include four weeks' annual leave. An annual leave loading of 17½% will be payable in respect of four weeks of that leave and will be payable in the December pay.

- 19.9 Part-time employees and employees commencing and leaving during the year will have annual leave and leave loading entitlement on a pro-rata basis, in accordance with the following formula:

$$\frac{\text{Number of weeks worked}}{48} \quad \times \quad 4 \quad \times \quad \text{employee's weekly rate of pay} \quad \times \quad 1.175$$

from which result shall be deducted any amount already paid for annual leave or annual leave loading.

Public holidays

- 19.10 Employees shall be entitled, without loss of pay, to the following public holidays: New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Melbourne Cup Day, Christmas Day, Boxing Day and other days as deemed by the College.

Long-service leave

- 19.11 Employees 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 employers as College policy approves from time to time.

- 19.12 The amount of such entitlement shall be 13 weeks after 10 years' continuous service and an additional 1.3 weeks of paid leave at the completion of every year thereafter. Employees may take double the leave on half pay, subject to College approval. An employee may take long-service leave after the employee has completed seven years continuous service.
- 19.13 Where an employee has had a combination of part-time and full-time service, the salary while on long-service leave will be paid on a pro-rata basis. However, where the definition of 'ordinary pay' in section 64 of the *Long Service Leave Act 1992* (Vic) would result in a higher payment to an employee, that higher payment will apply.
- 19.14 An employee who has accumulated long-service leave entitlements shall give the College 6 months' notice of his or her intention to take a period of long-service leave.
- 19.15 The timing of long-service leave shall be discussed with the College so that it is mutually convenient for the employee and the College. However, employees are encouraged to take long-service leave when it falls due or within 12 months of that date.
- 19.16 Teachers should take long-service leave in term lengths if possible, but other arrangements can be negotiated with the appropriate Head of Campus.
- 19.17 When an employee takes long-service leave of at least one whole term, the employee may, if the College agrees and subject to having sufficient long-service leave accrued, access an additional payment in lieu of long-service leave of up to a maximum of five weeks' pay. In addition to the leave taken, each week of additional payment will diminish the accrued long-service leave entitlement by the same amount. This is an alteration to employees' entitlements under the *Long Service Leave Act 1992*, which does not give employees the option of seeking a payment in lieu of long-service leave. No superannuation will be paid on the amount paid in lieu of leave. Entitlements will not accrue in respect of the amount paid in lieu of leave.
- 19.18 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.

- 19.19 An employee who resigns or is made redundant shall be entitled to pro-rata long-service leave entitlements after 7 years of service.

Parental leave

24 months' parental leave

- 19.20 Parental leave of up to 24 months is available to all employees, if they are the 'primary care giver' for their recently born or adopted child.

Paternity Leave

- 19.21 An employee who is not the 'primary care giver' for a child may take up to 5 days paid parental leave, which need not be continuous. This leave of up to 5 days must be taken during the first 6 weeks after the birth or the adoption of the child and is not available to be taken concurrently with any other leave.

Paid Maternity leave

- 19.22 Female teachers with at least one year of continuous service with the College, who give birth to a child, are entitled to be paid at their normal weekly rate of pay for the first 12 weeks of parental leave. [Explanatory Note: This clause implements a total of 12 weeks' paid leave following the birth of a child. It applies to employees with more than 1 year's service. It does not entitle an employee to 12 weeks in addition to school holidays which may occur. It reflects an entitlement to 12 weeks' paid maternity leave on the birth of a child.]
- 19.23 If the employee continues to work during the period of 4 weeks prior to the date of confinement, unless there has been prior agreement with the Principal, the employee must provide the Principal with a medical certificate stating whether the employee is fit to work. 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 paid maternity leave as soon as reasonably practicable.
- 19.24 Paid maternity leave cannot be taken at the same time as any other paid leave. All other parental leave will be unpaid.
- 19.25 An employee who is eligible for weekly payments under the *Accident Compensation Act 1985* (as amended) and paid leave under this clause in respect of a maternity leave absence, shall be entitled to maternity leave with pay in accordance with clause 19.22 (for a period of 12 weeks) less the amount paid by

way of weekly compensation under the *Accident Compensation Act 1985* (as amended).

- 19.26 An employee must give at least four weeks' notice of the date on which she proposes to commence maternity leave. The College would prefer a term's notice of this date if possible, however the minimum notice requirement is four weeks.
- 19.27 The period of the leave may be shortened or lengthened by agreement between the College and employee, provided that it does not extend beyond 24 months. If an employee seeks an extension beyond 24 months, the College may agree at its sole discretion.
- 19.28 An employee may take other forms of paid leave, to which the employee has an entitlement, instead of or in conjunction with unpaid parental leave, as long as the total period of leave taken does not exceed 24 months.

Right to former position

- 19.29 Where maternity/paternity/adoption leave is taken, an employee shall confirm his or her intention of returning to work by notice in writing not less than four weeks prior to the expiration of his or her period of leave.
- 19.30 Subject to clause 19.31, a full-time employee, on returning to work, shall be entitled to the position which he or she held immediately before commencing leave. If that position no longer exists, the employee is entitled to return to work in a full-time position, commensurate with qualifications and experience.
- 19.31 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.
- 19.32 Absence on maternity, paternity or adoption leave will not break the continuity of service of an employee but will not be taken into account in calculating the period of service for any purpose of this Agreement.
- 19.33 Subject to clause 19.31, a part-time employee, on returning to work, shall be entitled to return to a position which he or she held immediately before commencing leave. If that position no longer exists, the employee is entitled to return to work in a position which consists of the same number of hours per week, but not necessarily the same times or class levels - commensurate with qualifications and experience.

Study leave

- 19.34 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.

Special leave

- 19.35 Special leave with pay may be granted to an employee by the College Principal in those cases where the purpose of taking such leave is appropriate and reasonable and will not normally exceed one day.

Jury service leave

- 19.36 If an employee is required to appear and serve as a juror under the *Juries Act 2000* (Vic), he or she shall be entitled to leave with pay for the period during which his or her attendance at court is required.

Leave without pay

- 19.37 While an employee has the right to apply for leave without pay, the granting of leave is at the discretion of the College Principal. Unless in exceptional circumstances, staff are required to have worked at Xavier College for five consecutive years before they can apply for extended Leave Without Pay. Subject to the next clause 19.38, 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.
- 19.38 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.
- 19.39 Leave without pay does not break continuity of service for the purpose of calculating the employee's salary level, sick leave and long-service entitlements. Notwithstanding this, any period of leave without pay which exceeds fifteen 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.

PART C: GENERAL STAFF

[Note: Part A of this Agreement also applies to general staff]

20. CLASSIFICATION STRUCTURE AND SALARIES

- 20.1 From the commencement of this Agreement, the classification structure and salary scale currently used in the College will continue to apply to general staff employed by the College. The classification structure may be altered by agreement between the employer and the employees during the term of this Agreement. The salary scales will be reviewed annually by the Society of Jesus in Victoria.
- 20.2 The salary applicable to each level will be expressed in ranges and there will be no automatic incremental progression through the range. The specific salary in the range which an employee will be paid will depend on the employee's experience and performance in the position.
- 20.3 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 Appendix A to this Agreement.
- 20.4 Staff wishing to seek reclassification are to present such a request to their manager who will provide documentation outlining the procedure for reclassification.
- 20.5 All general staff are required to participate at regular intervals in a process of appraisal. Issues relating to work duties will be reviewed by the appropriate manager and other professional development programs provided by the Co-ordinator of Staff Development.

21. PART-TIME EMPLOYMENT

- 21.1 Subject to clause 21.3, the College is committed to providing the same job security to part-time employees as is enjoyed by full-time employees.
- 21.2 Employees employed on a part-time basis are entitled to the salary, annual leave and sick leave entitlements set out in this Agreement on a pro-rata basis.
- 21.3 The College has the right to unilaterally vary a part-time employee's load (and salary) by up to 0.2 of a 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 a time fraction can only be implemented by agreement with the employee concerned. The College will give an affected employee as much notice as possible of any alteration to his or her load under this clause.

22. HOURS OF WORK

- 22.1 General staff are required to work up to 38 hours a week, or part-time as appropriate, but their hours will be as directed to ensure that there is an adequate complement of staff available at each campus to cover the needs of the College. The operational requirements of the College require that some general staff work additional hours from time to time by agreement. If additional hours are worked, either these hours will be paid or time off in lieu will be provided. If time off in lieu is provided, ordinary hours may be averaged over a period of up to 12 months so as to facilitate the taking of time off in lieu.
- 22.2 Where general staff are required to work overtime, it shall be approved in advance by the Business Manager for administration staff or their supervisor in the case of staff in other departments. 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.
- 22.3 Where an employee (who would not otherwise be required to work until 7.00pm) is required by the College to remain at school beyond normal hours continuously from the end of the school day until after 7.00pm, that employee shall be supplied with a meal by the school in lieu of a meal allowance.

23. SPECIFIC CONDITIONS

- 23.1 The College may make provision for conditions (including stand-down provisions) applying to specified categories of staff from time to time and such conditions shall be set out in letters to each affected employee.

24. TERMINATION CHANGE AND REDUNDANCY

Summary Dismissal

- 24.1 The services of an 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. A breach of the 1997 Protocol on Sexual Abuse may be regarded as grounds for summary dismissal.

Termination on notice

24.2 Without limiting clause 24.1, but subject to clause 24.3, which outlines the Due Process procedures, the College may also terminate the employment of an employee for reasons connected with the employee's conduct or performance or the operational requirements of the College.

Due Process

24.3 When considering the termination of an employee's employment for reasons relating to the employee's conduct or performance pursuant to clause 24.2, the College will:

- (a) advise the employee in writing of:
 - (i) the College's concern with the employee's conduct or performance;
 - (ii) the time, date and place of a meeting to discuss the College's concern;
 - (iii) the employee's right to be accompanied by a nominee of the employee's choice at the meeting;
 - (iv) the College's right to terminate the employee's employment should the College's concerns not be resolved; and
- (b) conduct a meeting which will:
 - (i) include discussion of the College's concern with the employee's conduct or performance;
 - (ii) give the employee an opportunity to respond to the College's concern;
 - (iii) include discussions of any counselling or assistance, where appropriate, available to the employee;
 - (iv) include documentation, where appropriate;
 - (v) set periods of review and future meetings as appropriate.

24.4 The above process shall proceed without prejudice to either party's rights and with the co-operation of the parties.

- 24.5 If, following this process, the College decides to terminate the employment of a general staff member, then the College must give four (4) weeks' notice of termination to the employee or pay the employee 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.

Resignation

- 24.6 If a general staff member wishes to resign his or her employment, he or she must give the College four (4) weeks' notice in writing. If the employee fails to give adequate notice, the College may withhold moneys due to the employee equivalent to the salary the employee would have received in respect of the period notice not given.
- 24.7 Upon resignation, an employee may request a statement of service. Upon receipt of such request, the College will provide the employee with a statement specifying:
- (a) the employee's period of employment; and
 - (b) the classification and the type of work performed by the employee.

Redundancy

Discussions before termination

- 24.8 When the College has made a definite decision that the College no longer wishes the job the employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the College shall hold discussions with the employees directly affected, with their nominated representative and with relevant College personnel (eg: Manager).
- 24.9 At the conclusion of those discussions, subject to clauses 24.10 and 24.11, the College may terminate the employment of the employee by reason of redundancy.

Notice of Redundancy

- 24.10 Where a general staff member's employment is terminated by reason of redundancy pursuant to clause 24.9, the employee shall be entitled to seven (7) weeks' notice or payment in lieu of such notice.

Severance Pay

24.11 In the case of the redundancy of a general staff member, the College will attempt to find similar employment within the College. If the employee is offered similar employment with the College or with another employer and that employment has been arranged by the College, he or she will not be entitled to a severance payment. In the event that a redundant employee is not offered similar employment with another employer, the employee will be entitled to a severance payment calculated in accordance with the table below.

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
1-2	4 weeks' pay	5 weeks' pay
2-3	7 weeks' pay	8.75 weeks' pay
3-4	10 weeks' pay	12.5 weeks' pay
4-5	12 weeks' pay	15 weeks' pay
5-6	14 weeks' pay	17.5 weeks' pay
6-15	18 weeks' pay	22 weeks' pay
15 years and over	21 weeks' pay	25 weeks' pay

Leaving during notice

24.12 An employee who is given notice pursuant to clause 24.10 that his or her employment is to be terminated by reason of redundancy may terminate his or her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had he or she remained with the College until the expiry of such notice, provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

Time off during the notice period

24.13 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.

Employees with less than one year's continuous service

24.14 Clauses 24.9, 24.10 and 24.11 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.

Employees exempted

- 24.15 Clauses 24.8 to 24.14 (inclusive) shall not apply where employment is terminated as a consequence of conduct that justifies summary dismissal, or for reasons related to the employee's performance or conduct under clause 24.2 above, or to employees engaged as replacement employees or who prior to employment were advised in writing that the position sought would terminate on completion of a specified task or was of a fixed duration of one year or less.

Employees terminated during period of probation

- 24.16 Clauses 24.2 to 24.14 (inclusive) do not apply to an employee whose employment is terminated during their period of probation, in accordance with clause 5.2.

25. INTRODUCTION OF CHANGE

- 25.1 Where the College has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the College as soon as practicable shall notify and discuss the proposed changes with the affected employees to ensure adverse effects are limited.
- 25.2 'Significant effects' include: termination of employment, major changes in the composition, operation or size of the College's workforce, or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

26. LEAVE

Personal sick leave

- 26.1 An employee is entitled to paid leave for absence due to personal illness or injury up to fifteen days per year of service, which is cumulative. At commencement of this Agreement, sick leave accrued but not used under the predecessors to this Agreement since 1 July 1998 will be credited to the employee. The Principal may, at his sole discretion, approve additional paid leave in exceptional circumstances. Where paid sick leave credits have been exhausted and subject to clauses 26.2, 26.3

and 26.4 an employee shall be entitled to unpaid sick leave. This entitlement is subject to the production of a certificate of a legally qualified medical practitioner or other evidence satisfactory to the College when requested.

26.2 An employee is entitled to sick 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 continuous with a holiday to which the employee is entitled and which would not 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 days of paid sick leave already taken without the production of a medical certificate or other evidence satisfactory to the College exceed eight days in the one year.

26.3 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 days sick leave 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.

26.4 The College may require an employee who claims sick 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.

Bereavement/compassionate leave

26.5 An employee is entitled to up to three days' paid leave on each occasion if a member of the employee's immediate family or household dies or is seriously ill. An employee may apply for further unpaid leave or paid leave which may be granted at the Principal's discretion.

- 26.6 Proof of death or serious illness must be provided to the satisfaction of the College, if requested.

Carer's leave

- 26.7 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 may apply to the Principal for leave to provide care and support for such persons when they are ill. The amount of carer's leave which may be granted in any one year, with or without pay, shall not exceed 25 days of their sick leave entitlement without the approval of the Principal.

Annual leave

- 26.8 General staff are entitled to four weeks' recreation leave per annum on full pay, at a time convenient to both the College and the employee. An annual leave loading of 17.5% will be payable in respect of that leave, and will be payable in the December pay.
- 26.9 Part-time employees and employees commencing and leaving during the year will have an annual leave and leave loading entitlement on a pro-rata basis, in accordance with the following formula:

$$\frac{\text{Number of weeks worked}}{48} \quad \times \quad 4 \quad \times \quad \text{employee's weekly rate of pay} \quad \times \quad 1.175$$

from which result shall be deducted any amount already paid for annual leave or annual leave loading.

Public holidays

- 26.10 Employees shall be entitled, without loss of pay, to the following public holidays: New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Melbourne Cup Day, Christmas Day, Boxing Day and other days as deemed by the College.

Long-service leave

- 26.11 Employees 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 employers as College policy approves from time to time.

- 26.12 The amount of such entitlement shall be 13 weeks after 10 years' continuous service and an additional 1.3 weeks of paid leave at the completion of every year thereafter. Employees may take double the leave on half pay, subject to College approval. An employee may take long-service leave after the employee has completed seven years continuous service.
- 26.13 Where an employee has had a combination of part-time and full-time service, the salary while on long-service leave will be paid on a pro-rata basis. However, where the definition of 'ordinary pay' in section 64 of the *Long Service Leave Act 1992* (Vic) would result in a higher payment to an employee, that higher payment will apply.
- 26.14 An employee who has accumulated long-service leave entitlements shall give the College at least 6 months' notice of his or her intention to take a period of long-service leave.
- 26.15 The timing of long-service leave shall be discussed with the College so that it is mutually convenient for the employee and the College. However, employees are encouraged to take long-service leave when it falls due or within 12 months of that date.
- 26.16 When an employee takes long-service leave of at least one whole term, the employee may, if the College agrees and subject to having sufficient long-service leave accrued, access an additional payment in lieu of long-service leave of up to a maximum of five weeks' pay. In addition to the leave taken, each week of additional payment will diminish the accrued long-service leave entitlement by the same amount. This is an alteration to employees' entitlements under the *Long Service Leave Act 1992* (Vic), which does not give employees the option of seeking a payment in lieu of long-service leave. No superannuation will be paid on the amount paid in lieu of leave. Entitlements will not accrue in respect of the amount paid in lieu of leave.
- 26.17 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.
- 26.18 An employee who resigns or is made redundant shall be entitled to pro-rata long-service leave entitlements after 7 years of service.

Parental leave

24 months parental leave

- 26.19 Parental leave of up to 24 months is available to all employees, if they are the 'primary care giver' for their recently born or adopted child.

Paternity Leave

- 26.20 An employee who is not the 'primary care giver' for a child may take up to 5 days paid parental leave, which need not be continuous. This leave of up to 5 days must be taken during the first 6 weeks after the birth or the adoption of the child and is not available to be taken concurrently with any other leave.

Paid Maternity leave

- 26.21 Female general staff with at least 1 year of continuous service with the College, who give birth to a child, are entitled to be paid at their normal weekly rate of pay for the first 12 weeks of parental leave.
- 26.22 If the employee continues to work during the period of 4 weeks prior to the expected date of confinement, unless there has been prior agreement with the Principal, the employee must provide the Principal with a medical certificate stating whether the employee is fit to work. 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 paid maternity leave as soon as reasonably practicable.
- 26.23 All other parental leave will be unpaid.
- 26.24 An employee who is eligible for weekly payments under the *Accident Compensation Act 1985* (as amended) and paid leave under this clause in respect of a maternity leave absence, shall be entitled to maternity leave with pay in accordance with clause 26.21 (for a period of 12 weeks) less the amount paid by way of weekly compensation under the *Accident Compensation Act 1985* (as amended).
- 26.25 An employee must give at least four weeks' notice of the date on which she proposes to commence maternity leave. The College would prefer a term's notice of this date if possible, however the minimum notice requirement is four weeks.

- 26.26 The period of the leave may be shortened or lengthened by agreement between the College and employee, provided that it does not extend beyond 12 months. If an employee seeks an extension beyond 12 months, the College may agree at its sole discretion.
- 26.27 An employee may take other forms of paid leave, to which the employee has an entitlement, instead of or in conjunction with unpaid parental leave, as long as the total period of leave taken does not exceed 24 months.

Right to former position

- 26.28 Where maternity/paternity/adoption leave is taken, an employee shall confirm his or her intention of returning to work by notice in writing not less than four weeks prior to the expiration of his or her period of leave.
- 26.29 Subject to clause 26.30, a full-time employee, on returning to work, shall be entitled to the position which he or she held immediately before commencing leave. If that position no longer exists, the employee is entitled to return to work in a full-time position - commensurate with qualifications and experience.
- 26.30 Absence on maternity, paternity or adoption leave will not break the continuity of service of an employee but will not be taken into account in calculating the period of service for any purpose of this Agreement.
- 26.31 A part-time employee, on returning to work, shall be entitled to return to a position which he or she held immediately before commencing leave. If that position no longer exists, the employee is entitled to return to work in a position which consists of the same number of hours per week - commensurate with qualifications and experience.

Study leave

- 26.32 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.

Special leave

- 26.33 Special leave with pay may be granted to an employee by the College Principal in those cases where the purpose of taking such leave is appropriate and reasonable and will not normally exceed one day.

Jury service leave

- 26.34 If an employee is required to appear and serve as a juror under the *Juries Act 2000* (Vic), he or she shall be entitled to leave with pay for the period during which his or her attendance at court is required.

Leave without pay

- 26.35 While an employee has the right to apply for leave without pay, the granting of such leave is at the discretion of the College Principal. Subject to clause 26.36, 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.
- 26.36 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.
- 26.37 Leave without pay does not break continuity of service for the purpose of calculating the employee's salary level, sick leave and long-service entitlements. Notwithstanding this, any period of leave without pay which exceeds fifteen 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.

PART D: NURSING STAFF

[Note: Part A of this Agreement also applies to nursing staff]

27. TERMS AND CONDITIONS OF NURSING STAFF

- 27.1 Xavier will apply the terms of the *Victorian Independent Schools - Nurses Award 2003*, as it exists at the date of lodgement of this Agreement, to nursing staff employed by the College.
- 27.2 Nursing staff employed by the College are expected to work within the spirit of the remainder of this Agreement, in so far as this Agreement's terms might be applicable to nursing staff. To the extent of any inconsistency, the terms of this Agreement shall prevail.

APPENDIX A: GENERAL STAFF 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 one will require the employee and the College to agree that the duties of the employee have changed sufficiently to warrant the move. 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 and level of responsibility.

CLASSIFICATION CRITERIA

LEVEL 1

General Work Description

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. After gaining experience, the employee may exercise some degree of autonomy and discretion. The employee at this level would have some experience to perform the tasks required.

Direction

An employee at this level:

- will receive specific direction, meaning instructions on what is required and how it is to be performed;
- is subject to progress checks with tasks being continuously monitored;
- requires basic technical knowledge or prior experience.

Supervision

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

LEVEL 2

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. 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.

Direction

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

- instructions on what is required on unusual or difficult features and, when new techniques or
- practices are involved, on the method of approach;
- is normally subject to progress checks usually confined to the unusual or difficult aspects, and
- has assignments reviewed on completion;
- requires the technical knowledge and/or experience to perform basic duties, usually without technical instructions.

Supervision

An employee at this level receives direct supervision from a higher level employee, teacher or Principal. The employee may be expected to supervise employees at Level 1.

LEVEL 3

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. The employee is often required to exercise significant initiative and discretion and is required to demonstrate expertise.

Direction

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

- general instructions, usually covering only the broader technical aspects of the work;
- may be subject to progress checks usually confined to ensuring that, in broad terms, satisfactory progress is being made;
- although technically competent and well experienced, may receive more detailed instructions.

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 the Principal. The employee may be expected to supervise employees at Level 1 or Level 2.

LEVEL 4

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.

If in a support role to a senior administrator, an employee at this level would generally be required to manage a specific support function or assist the senior administrator in the management of support functions. This may include supervision of staff delivering a single support function such as the operation of an office.

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

Direction

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

- limited instructions, usually comprising a clear statement of objectives;
- has work usually measured in terms of the achievement of stated objectives;
- is fully competent and very experienced technically and requires little guidance during the performance of work.

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.

LEVEL 5

General Work Description

The employee would be responsible for providing key support and timely advice to senior management. 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.

Direction

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

- is fully competent in a professional sense and requires no guidance during the performance of work;
- has responsibility and broad ranging accountability for the structure, management and output of the work of others;
- high level judgment is required in planning, design, operational, technical and/or management functions;
- is recognised as the 'expert practitioner' within the specific functional area.

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.