DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Scotch Oakburn College Incorporated T/A Scotch Oakburn College
(AG2018/6720)

SCOTCH OAKBURN COLLEGE (TEACHERS) ENTERPRISE AGREEMENT 2019

Educational services

COMMISSIONER LEE MELBOURNE, 7 FEBRUARY 2019

Application for approval of the Scotch Oakburn College (Teachers) Enterprise Agreement 2019.

[1] An application has been made for approval of an enterprise agreement known as the Scotch Oakburn College (Teachers) Enterprise Agreement 2019 (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). It has been made by Scotch Oakburn College Incorporated T/A Scotch Oakburn College. 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.

[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] Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the Fair Work Regulations 2009 is taken to be a term of the Agreement.

[5] 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.
The Agreement is approved and, in accordance with s.54 of the Act, will operate from 14 February 2019. The nominal expiry date of the Agreement is 31 December 2022.

COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<AE501659 PR704623>
Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2018/6720

Applicant:
ANDREW RAYMOND MÜLLER SCOTCH OAKBURN COLLEGE INCORPORATED

Undertaking - section 190

I, ANDREW RAYMOND MÜLLER, PRINCIPAL of SCOTCH OAKBURN COLLEGE INCORPORATED give the following undertakings with respect to the SCOTCH OAKBURN COLLEGE (TEACHERS) ENTERPRISE AGREEMENT 2019 ("the Agreement"):  

1. I have the authority given to me by SCOTCH OAKBURN COLLEGE INCORPORATED to provide this undertaking in relation to this application before the Fair Work Commission.

2. Clause 15.8(c) Public Holidays does not apply and has been replaced with the following:

   (c) An employee shall be entitled to the following public holidays without loss of pay:

   (1) New Year's Day;
   (2) Australia Day;
   (3) Labour Day;
   (4) Good Friday;
   (5) Easter Monday;
   (6) ANZAC Day;
   (7) Queen's Birthday;
   (8) Launceston Show Day;
   (9) Recreation Day;
   (10) Christmas Day; and
   (11) Boxing Day.

   PROVIDED that public holidays which fall during school holiday periods shall be considered to be school holiday leave for the purpose of calculating leave entitlements prescribed in clause 15.1 of this Agreement.

   PROVIDED FURTHER that where there is an inconsistency between the Agreement and the NES, the more beneficial entitlements of the NES shall apply.
Employer name: SCOTCH OAKBURN COLLEGE INCORPORATED

Authority to sign: ANDREW RAYMOND MÜLLER

Signature: [Signature]

Date: 24/1/19
Note - the model flexibility term is taken to be a term of this agreement. This agreement is to be read together with an undertaking given by the employer. The undertaking is also taken to be a term of this agreement. A copy of these terms can be found at the end of the agreement.
<table>
<thead>
<tr>
<th>Clause</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1</strong> Application</td>
<td></td>
</tr>
<tr>
<td>1.1. Parties bound</td>
<td>5</td>
</tr>
<tr>
<td>1.2. Scope</td>
<td>5</td>
</tr>
<tr>
<td>1.3. No further claims</td>
<td>5</td>
</tr>
<tr>
<td>1.4. Supersession</td>
<td>5</td>
</tr>
<tr>
<td><strong>2</strong> Purpose</td>
<td>6</td>
</tr>
<tr>
<td><strong>3</strong> Operation</td>
<td></td>
</tr>
<tr>
<td>3.1. Date of operation</td>
<td>6</td>
</tr>
<tr>
<td>3.2. National Employment Standards (NES) and this Agreement</td>
<td>6</td>
</tr>
<tr>
<td>3.3. Issue of significance during the life of this Agreement</td>
<td>6</td>
</tr>
<tr>
<td>3.4. Agreement flexibility</td>
<td>7</td>
</tr>
<tr>
<td>3.5. Consultation regarding major workplace change</td>
<td>8</td>
</tr>
<tr>
<td>3.6. Dispute resolution</td>
<td>10</td>
</tr>
<tr>
<td><strong>4</strong> Definitions</td>
<td>11</td>
</tr>
<tr>
<td><strong>5</strong> Contract of Employment</td>
<td></td>
</tr>
<tr>
<td>5.1. Types of employment</td>
<td>15</td>
</tr>
<tr>
<td>5.2. Terms of engagement</td>
<td>15</td>
</tr>
<tr>
<td>5.3. Permanent full-time employment</td>
<td>15</td>
</tr>
<tr>
<td>5.4. Permanent part-time employment</td>
<td>15</td>
</tr>
<tr>
<td>5.5. Casual employment</td>
<td>16</td>
</tr>
<tr>
<td>5.6. Maximum term employment (full-time and part-time)</td>
<td>16</td>
</tr>
<tr>
<td><strong>6</strong> Teacher Duties (Composition)</td>
<td>17</td>
</tr>
<tr>
<td><strong>7</strong> Teaching Role</td>
<td></td>
</tr>
<tr>
<td>7.1. Exclusions</td>
<td>18</td>
</tr>
<tr>
<td>7.2. Teaching role composition</td>
<td>18</td>
</tr>
<tr>
<td>7.3. Teacher duties subject to</td>
<td>18</td>
</tr>
<tr>
<td><strong>8</strong> Salary Scale - Rates</td>
<td></td>
</tr>
<tr>
<td>8.1 FTE</td>
<td>20</td>
</tr>
<tr>
<td>8.2 Full-time employees (permanent and maximum term)</td>
<td>20</td>
</tr>
<tr>
<td>8.3 Part-time employees (permanent and maximum term)</td>
<td>21</td>
</tr>
<tr>
<td>8.4 Casual employees</td>
<td>22</td>
</tr>
<tr>
<td>8.5 Daily rates (permanent and maximum term)</td>
<td>22</td>
</tr>
<tr>
<td>8.6 National minimum wage orders</td>
<td>22</td>
</tr>
<tr>
<td>8.7 Recovery of overpayment(s)</td>
<td>22</td>
</tr>
</tbody>
</table>
### Salary Scale - Entry Steps

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.1</td>
<td>Entry step – unqualified teacher</td>
<td>23</td>
</tr>
<tr>
<td>9.2</td>
<td>Entry step – graduate teacher</td>
<td>23</td>
</tr>
<tr>
<td>9.3</td>
<td>Entry step – experienced teacher</td>
<td>23</td>
</tr>
<tr>
<td>9.4</td>
<td>Relevant training</td>
<td>23</td>
</tr>
<tr>
<td>9.5</td>
<td>Relevant experience</td>
<td>23</td>
</tr>
</tbody>
</table>

### Salary Scale - Progression

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.1</td>
<td>Progression – Steps 1 to 8</td>
<td>23</td>
</tr>
<tr>
<td>10.2</td>
<td>Progression – Step 9</td>
<td>24</td>
</tr>
<tr>
<td>10.3</td>
<td>Progression rates</td>
<td>24</td>
</tr>
<tr>
<td>10.4</td>
<td>Service period exemption</td>
<td>24</td>
</tr>
<tr>
<td>10.5</td>
<td>Progression where there is more than one employer</td>
<td>25</td>
</tr>
<tr>
<td>10.6</td>
<td>Progression subject to</td>
<td></td>
</tr>
</tbody>
</table>

### Allowances

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>11.1</td>
<td>Overnight experiential learning programs</td>
<td>22</td>
</tr>
<tr>
<td>11.2</td>
<td>Over benchmark co-curricular</td>
<td>25</td>
</tr>
<tr>
<td>11.3</td>
<td>Higher duties</td>
<td>26</td>
</tr>
<tr>
<td>11.4</td>
<td>Paid maternity leave</td>
<td>28</td>
</tr>
</tbody>
</table>

### Meal Breaks

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>12.1</td>
<td>Entitlement</td>
<td>28</td>
</tr>
<tr>
<td>12.2</td>
<td>Teacher duties and meal breaks</td>
<td>28</td>
</tr>
</tbody>
</table>

### Remuneration Packaging

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>13.1</td>
<td>Exclusions</td>
<td>28</td>
</tr>
<tr>
<td>13.2</td>
<td>Application</td>
<td>29</td>
</tr>
<tr>
<td>13.3</td>
<td>Entitlement</td>
<td>29</td>
</tr>
</tbody>
</table>

### Higher Duties

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>14.1</td>
<td>Philosophy</td>
<td>30</td>
</tr>
<tr>
<td>14.2</td>
<td>Higher duties classifications and associated allowances</td>
<td>30</td>
</tr>
<tr>
<td>14.3</td>
<td>General conditions</td>
<td>31</td>
</tr>
<tr>
<td>14.4</td>
<td>Suspension of higher duties</td>
<td>32</td>
</tr>
<tr>
<td>14.5</td>
<td>Termination of higher duties</td>
<td>32</td>
</tr>
</tbody>
</table>
## Leave

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>15.1</td>
<td>Annual leave and school holiday leave</td>
<td>33</td>
</tr>
<tr>
<td>15.2</td>
<td>Paid personal leave</td>
<td>34</td>
</tr>
<tr>
<td>15.3</td>
<td>Unpaid carers leave</td>
<td>35</td>
</tr>
<tr>
<td>15.4</td>
<td>Communicable diseases leave</td>
<td>35</td>
</tr>
<tr>
<td>15.5</td>
<td>Paid compassionate leave</td>
<td>35</td>
</tr>
<tr>
<td>15.6</td>
<td>Unpaid compassionate leave</td>
<td>35</td>
</tr>
<tr>
<td>15.7</td>
<td>Long service leave</td>
<td>35</td>
</tr>
<tr>
<td>15.8</td>
<td>Public holidays</td>
<td>36</td>
</tr>
<tr>
<td>15.9</td>
<td>Leave without pay</td>
<td>36</td>
</tr>
<tr>
<td>15.10</td>
<td>Examination leave</td>
<td>37</td>
</tr>
<tr>
<td>15.11</td>
<td>Community service leave</td>
<td>37</td>
</tr>
<tr>
<td>15.12</td>
<td>Family violence leave</td>
<td>37</td>
</tr>
<tr>
<td>15.13</td>
<td>Parental leave</td>
<td>37</td>
</tr>
<tr>
<td>15.14</td>
<td>Paid maternity leave</td>
<td>37</td>
</tr>
<tr>
<td>15.15</td>
<td>Paid partner leave</td>
<td>38</td>
</tr>
</tbody>
</table>

## Renewal Leave Scheme

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
</table>

## Termination of Employment

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>17.1</td>
<td>Notice of termination</td>
<td>43</td>
</tr>
<tr>
<td>17.2</td>
<td>Statement of Service</td>
<td>43</td>
</tr>
<tr>
<td>17.3</td>
<td>Annual leave and school holiday leave entitlements</td>
<td>43</td>
</tr>
<tr>
<td>17.4</td>
<td>Long service leave entitlements</td>
<td>43</td>
</tr>
<tr>
<td>17.5</td>
<td>Monies owing under this Agreement</td>
<td>44</td>
</tr>
</tbody>
</table>

## Redundancy Pay

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
</table>

## Agreement Signatories

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
</table>
1 Application

1.1 Parties bound
This Agreement shall be known as the Scotch Oakburn College (Teachers) Enterprise Agreement 2019 and is binding upon:

(a) Scotch Oakburn College Incorporated, 85 Penquite Road, Launceston, 7250 [employer]; and
(b) Subject to clause 1.2(c), any person employed as a teacher by the employer.

1.2 Scope
The Scotch Oakburn College (Teachers) Enterprise Agreement 2019:

(a) Shall apply to Scotch Oakburn College Incorporated, 85 Penquite Road, Launceston, 7250 in respect of the employment of teachers.
(b) Operates to the exclusion of the Educational Services (Teachers) Award 2010 or any other modern award. While this Agreement is in force, no other Federal or State Awards or Agreements shall apply.
(c) Does not (however named) cover a:
   • Principal,
   • Deputy Principal,
   • Head of School,
   • Head of Boarding,
   • Head of eLearning and IT Services; or
   • Music Tutors (irrespective of any TRB registration held).

1.3 No further claims
Except as provided for in clause 3.4, the employees undertake that for the duration of this Agreement, no further claims shall be made on the College in respect of salaries, allowances or working conditions.

1.4 Supersession
This Agreement supersedes the Scotch Oakburn College (Teachers) Enterprise Agreement 2015.

PROVIDED that no right, obligation or liability incurred or accrued under the previous Agreement shall be affected by the supersession.
2 Purpose

The purpose of this Agreement is to:

(a) maximise the learning outcomes for students through quality teaching;

(b) maintain and improve the productivity, efficiency, flexibility and effectiveness of the College through the implementation of agreed measures, as soon as practicable, which will increase the performance of the College and offer secure, worthwhile and fulfilling employment for employees;

(c) adopt a consultative and participative approach to implement increased and sustained improvement in performance across all areas of operation of the College;

(d) develop an environment of continuous improvement conducive to a flexible work organisation able to respond to changing demands in education;

(e) develop management systems and work practices capable of assuring all stakeholders of the quality of the College’s services;

(f) maintain the College as a provider of services to the community with awareness of changing pressures on operating costs and encouragement of optimum resource usage;

(g) provide a safer and better working environment; and

(h) ensure the continuation of the stable industrial relations framework that exists within the College.

3 Operation

3.1 Date of operation

This Agreement applies from 1 January 2019 and shall remain in operation until 31 December 2022.

3.2 National Employment Standards (NES) and this Agreement

The National Employment Standards (NES) and this Agreement contain minimum conditions of employment for employees covered by this Agreement. Where a condition specified in this Agreement is better than the same condition under the NES, the relevant clause in this Agreement shall apply.

3.3 Issues of significance during the life of this Agreement

Where, during the life of this Agreement, an issue comes to light which may be of significant detriment to either or both parties (i.e. the employer and/or the employees) the parties shall be entitled to reconvene negotiations in order to identify whether there are means by which the detriment may be avoided or lessened.

Where the means by which the detriment may be avoided or lessened involves a variation of the Agreement, or termination of the Agreement, the approval of the proposal shall be subject to a ballot conducted in accordance with the requirements of the Fair Work Act 2009 (Cth).
3.4 Agreement flexibility

(a) Notwithstanding clause 1.3, the employer reserves the right to make additional payments to individuals where it deems appropriate.

(b) Notwithstanding any other provision of this Agreement, the employer and individual employee may mutually agree to an individual flexibility arrangement to vary the effects of the terms of this Agreement, PROVIDED that the flexibility arrangement:

(1) deals with one or more of the following matters:
   (i) arrangements about when work is performed;
   (ii) allowances; and
   (iii) leave loading.

(2) meets the genuine needs of both the employer and employee in relation to one or more of the matters listed in clause 3.4(b)(1); and

(3) is genuinely agreed to by both the employer and the employee.

(c) The terms of the flexibility arrangement between the employer and employee must:

(1) be about permitted matters under Section 172 of the Fair Work Act 2009 (Cth); and

(2) not contain unlawful terms under Section 194 of the Fair Work Act 2009 (Cth); and

(3) result in the employee being better off overall than the employee would have been, had no individual flexibility arrangement been mutually agreed to.

(d) The flexibility arrangement between the employer and employee must also:

(1) be in writing; and

(2) name the employer and employee for which the flexibility arrangement applies to; and

(3) state the day on which the flexibility arrangement commences; and

(4) be signed by the employer and employee, or where the employee is under 18 years of age, be signed by a parent or guardian of the employee; and

(5) include details of:
   (i) each term(s) taken from this Agreement, that the employer and employee have mutually agreed to vary; and
   (ii) how the flexibility arrangement will vary the identified term(s); and
   (iii) how the flexibility arrangement results in the employee being better off overall in relation to the individual employee’s terms and conditions of employment.

(e) The employer shall provide the employee with a copy of the individual flexibility arrangement within 14 days after it is agreed to.
(f) The flexibility arrangement between the employer and employee may be terminated by either party:

(1) with the provision of four (4) weeks' notice of termination in writing to the other party; or

(2) at any time by written agreement between the employer and the employee.

(g) The right to make an agreement pursuant to this clause 3.4 is in addition to, and is not intended to otherwise affect, any provision for a further flexible arrangement between the employer and an individual employee contained in any other term of this Agreement.

3.5 Consultation regarding major workplace change

(a) Application

This clause 3.5 applies if the employer:

(1) 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 employee(s); or

(2) proposes to introduce a change to the regular roster or ordinary hours of work of employee(s).

(b) Major change

(1) For a major change referred to in sub-clause 3.5(a)(1)
   (i) the employer must notify the relevant employee(s) of the decision to introduce the major change; and
   (ii) sub-clauses 3.5(b)(2) to 3.5(b)(7) shall apply.

(2) Appointing a representative

(i) the relevant employee(s) may appoint a representative for the purposes of the procedures in this clause 3.5(b).

(ii) the employer must recognise the appointed representative if:
   1. a relevant employee(s) appoints a representative for the purposes of consultation; and
   2. the employee(s) advise the employer of the identity of the representative.

(3) Employer obligations

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

(i) discuss with the relevant employee(s) the:
   1. introduction of the change;
   2. effect the change is likely to have on the employee(s);
   3. measures the employer is taking to avert or mitigate the adverse effect of the change on the employee(s).
(ii) for the purposes of the discussion, provide in writing, to the relevant employee(s):

1. all relevant information about the change including the nature of the change proposed;
2. information about the expected effects of the change on the employee(s); and
3. any other matters likely to affect the employee(s).

(4) Confidential or commercially sensitive information

The employer is not required to disclose confidential or commercially sensitive information to the relevant employee(s).

(5) Consideration of matters raised

The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employee(s).

(6) Exclusions

If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in sub-clauses 3.5(b)(1)(i); 3.5(b)(2) and 3.5(b)(3) are taken not to apply.

(7) Significant effect

In this clause 3.5(b), a major change is likely to have a significant effect on employee(s) if it results in:
(i) the termination of the employment of employee(s);
(ii) major change to the composition, operation or size of the employer’s workforce or to the skills required of employee(s);
(iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
(iv) the alteration of hours of work;
(v) the need to retrain employee(s);
(vi) the need to relocate employees to another workplace; or
(vii) the restructuring of jobs.

(c) Change to regular roster or ordinary hours of work

(1) For a change referred to in sub-clause 3.5(a)(2):
(i) the employer must notify the relevant employee(s) of the proposed change; and
(ii) sub-clauses 3.5(c)(2) to 3.5(c)(5) shall apply.

(2) Appointing a representative

(i) the relevant employee(s) may appoint a representative for the purposes of the procedures in this clause 3.5(c).
(ii) the employer must recognise the appointed representative if:
1. a relevant employee(s) appoints a representative for the purposes of consultation; and
2. the employee(s) advise the employer of the identity of the representative.
(3) **Employer obligations**

As soon as practicable after proposing to introduce the change, the employer must:

(i) discuss with the relevant employee(s) the introduction of the change.

(ii) for the purposes of the discussion, provide to the relevant employee(s):

1. all relevant information about the change including the nature of the change;

2. information about what the employer reasonably believes will be the effects of the change on the employee(s); and

3. information about any other matters that the employer reasonably believes are likely to affect the employee(s).

(iii) invite the relevant employee(s) to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

(4) **Confidential or commercially sensitive information**

The employer is not required to disclose confidential or commercially sensitive information to the relevant employee(s).

(5) **Consideration of matters raised**

The employer must give prompt and genuine consideration to matters raised about the change by the relevant employee(s).

(d) **Relevant employee(s)**

In this clause 3.5, relevant employee(s) means the employee(s) who may be affected by a change referred to in sub-clause 3.5(a).

3.6 **Dispute resolution**

(a) Any grievance, industrial dispute, or matter likely to create a dispute, relating to any matter:

1. contained within this Agreement; or

2. the National Employment Standards (NES)

shall be dealt with by negotiation in good faith between the parties, with a view to resolving the matter in a timely manner.

(b) An employer or employee who is a party to such a dispute may appoint a representative for the purposes of this clause 3.6.

(c) In the first instance, the parties must attempt to resolve such a dispute at the workplace level by:

1. discussions between the employee(s) concerned and the relevant supervisor; and

2. where such discussions do not resolve the dispute, the parties shall endeavour to resolve the dispute by discussions between the employee(s) concerned and more senior levels of management as appropriate.
(d) Where the dispute is unable to be resolved at the workplace level, and all appropriate steps under clause 3.6(c) have been taken, a party to the dispute may then refer the dispute to the Fair Work Commission.

(e) The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.

(f) Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Fair Work Act 2009 (Cth), that it considers appropriate to ensure the settlement of the dispute.

(g) Whilst the parties are trying to resolve the dispute using the procedures in this clause 3.6:

1. work must continue to be performed as would normally occur, and in accordance with the terms of this Agreement and the Fair Work Act 2009 (Cth), unless there is reasonable concern about imminent risk to health and safety; and

2. subject to applicable workplace health and safety legislation, an employee must not unreasonably fail to comply with a direction given by the employer to perform other available work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

4 Definitions

For the purpose of this Agreement, and unless the context provides otherwise, the following definitions shall apply:

Applicable Consumer Price Index means the annual CPI percentage (Hobart) at the December Quarter in each calendar year, which in turn shall be the percentage figure applied for any CPI based adjustments required during the following calendar year.

Benefits mean the benefits selected by the employee from the benefits provided by the employer.

Benefit value means the amount specified by the employer as the cost to the employer of the benefits provided including fringe benefits tax and packaging fee, if any.

Co-curricular means any College approved activity that complements academic learning in the pursuit of a rounded education for all students eg sport, debating, band, choir, performances, dance, costume making etc.

College means Scotch Oakburn College
Communicable disease means a communicable disease or illness contracted by an employee that is:

(a) specified by the National Health and Medical Research Council (Staying Healthy, 5th Edition [or any subsequent edition]); \textbf{AND} 
(b) covered by a medical certificate stating that the employee is “in the contagious (not recovery) period such that they are required to be absent from their place of work to prevent any further spread”.

Employee means a person employed by the employer as a teacher and who is covered by this Agreement.

Employee (Penquite Campus) means a teacher who teaches across levels Year 6 to Year 12.

Employee (Elphin Campus) means a teacher who teaches across levels Early Learning to Year 5.

Employer means Scotch Oakburn College Incorporated.

Family violence means family violence as defined in Section 7 of the Family Violence Act 2004 (Tasmania).

Five year (or more) trained teacher means a teacher who is:

(a) registered to teach in the State of Tasmania; and
(b) has completed:
   \begin{enumerate}
   \item a relevant degree at an Australian University (or the equivalent as determined by the National Office of Overseas Skills Recognition) and;
   \item in addition, has completed a second relevant undergraduate or postgraduate degree at an Australian University (or the equivalent as determined by the National Office of Overseas Skills Recognition) which;
   \item when (b)[1] and (b)[2] above are taken together, required at least five (5) years of relevant full-time study.
   \end{enumerate}

Four year trained teacher means a teacher who is:

(a) registered to teach in the State of Tasmania; and
(b) has completed:
   \begin{enumerate}
   \item a degree in Education that required four (4) years of full-time study at an Australian University; or
   \item a relevant degree at an Australian University (or the equivalent as determined by the National Office of Overseas Skills Recognition) and;
   \end{enumerate}
   \begin{enumerate}[resume]
   \item in addition, has completed a second relevant undergraduate or postgraduate degree at an Australian University (or the equivalent as determined by the National Office of Overseas Skills Recognition) which;
   \item when (b)[2] and (b)[2][i] above are taken together, required at least four (4) years of relevant full-time study.
   \end{enumerate}
Fringe benefits tax means tax imposed by the Fringe Benefits Tax Act 1986 (Cth) as amended from time to time (including any subsequent legislation).

Full time equivalent (FTE) means the full-time equivalent proportion (expressed as a percentage correct to two decimal places) of that required of a full-time employee.

NES means the National Employment Standards as contained in Part 2.2, Sections 59 to 131 of the Fair Work Act 2009 (Cth). Where this Agreement refers to a condition of employment provided for in the NES, the NES definition applies.

Non-term weeks/time means the weeks in the school year other than term weeks and includes periods designated as school holidays for students.

Public sector rate means the annual salary rate inclusive of leave loading, prescribed at the time for employees covered by the Teaching Service (Tasmanian Public Sector) Award and the Teaching Service (Tasmanian Public Sector) Salaries and Conditions of Employment Agreement who are classified at Band 1 Level 13 of that Agreement (as classified at the date of this Agreement).

RLS commencement date means the date on which an RLS Agreement commences. In normal circumstances this shall be 1 January, following approval of an employee’s application to participate in the RLS.

RLS completion date means the date on which an employee’s participation in the RLS Agreement concludes. In normal circumstances this shall be the date five (5) years from the RLS commencement date.

RLS leave accrual period means the period for which a participant in the RLS shall work, before being eligible to take the renewal leave period.

RLS leave period means the period of leave a participant in the RLS is entitled to take upon completion of the leave accrual period.

RLS normal employment means the terms and conditions of employment a participant would normally be afforded, and expected to observe, if they were not participating in the RLS.

RLS normal salary rate means the salary a participant would normally receive pursuant to clause 8 of this Agreement, and any other Agreement conditions of employment that may apply, if they were not participating in the RLS.

For RLS purposes the normal salary rate shall not include any allowance payments received by the participant. Any allowances payable during the leave accrual period shall be paid to the participant at the full (100%) rate. Accordingly, participants do not receive allowance payments during the leave period.

RLS participant means an employee who has entered into an RLS Agreement with the employer and has commenced participation in the RLS.

RLS participant salary rate means the rate at which a participant shall be paid during their participation in the RLS. In most circumstances this shall be 80% of their normal salary rate.

RLS means the Renewal Leave Scheme.
RLS agreement means the Renewal Leave Scheme Agreement, signed by both the employer and employee, which sets out the:

(a) commencement date;
(b) completion date;
(c) leave accrual period;
(d) leave period; and
(e) the duration of the employee’s participation in the RLS. In normal circumstances an RLS Agreement shall be five (5) calendar years in duration.

School year means the twelve (12) month period commencing on the first day of January in any given year to the thirty first day of December in that same year and includes all term weeks and non-term weeks. Working a full school year entails attendance at designated Professional Learning days, plus each school week of each school term in that school year.

Scotch Oakburn rate means the annual salary rate inclusive of leave loading, prescribed at the time for employees who are classified as Step 9 under this Agreement.

Service means a period during which the employee is employed by the employer but does not include any form of leave or absence considered to be an excluded period as defined by sub-section 22(2) of the Fair Work Act 2009 (Cth).

Teacher means an employee who is registered as a teacher pursuant to the Teachers Registration Act, 2000.

Term weeks/time means the weeks in the school year that students are required to attend school as set out in the College calendar.

Unqualified teacher - step 1 means a teacher who:

(a) holds a Limited Authority to Teach (LAT) in the State of Tasmania; and
(b) is currently enrolled in:
   (1) a degree in Education that requires four (4) years (or more) of full-time study at an Australian University; or
   (2) the equivalent as determined by the National Office of Overseas Skills Recognition; and
(c) has completed less than 50% of the units required to graduate from the course detailed in sub-clause (b) above.

Unqualified teacher - step 2 means a teacher who:

(a) holds a Limited Authority to Teach (LAT) in the State of Tasmania; and
(b) is currently enrolled in:
   (1) a degree in Education that requires four (4) years (or more) of full-time study at an Australian University; or
   (2) the equivalent as determined by the National Office of Overseas Skills Recognition; and
(c) has successfully completed 50% or more of the units required to graduate, but has not yet graduated, from the degree detailed in sub-clause (b) above.
5 Contract of Employment

5.1 Types of employment

Employees, to whom this Agreement is applicable, shall be employed in one of the following employment classifications:

(a) Permanent full-time employment
(b) Permanent part-time employment
(c) Casual employment
(d) Maximum term employment

5.2 Terms of engagement

(a) Upon appointment, the employer shall provide the employee (other than a casual employee) with a contract of employment stating their:

(1) employment classification; and
(2) salary step to which they have been appointed; and
(3) rate of salary applicable upon commencement.

(b) In the case of a part-time employee (permanent or maximum term), the contract of employment shall include the full-time equivalent proportion (expressed as a percentage of a full-time load rounded to two (2) decimal places) of that of a full-time employee.

(c) In the case of a maximum term employee, the contract of employment shall include:

(1) the reason the employment is for a maximum term period;
(2) in the case of a part-time maximum term employee, the full-time equivalent proportion (expressed as a percentage of a full-time load rounded to two (2) decimal places) of that of a full-time employee; and
(3) the date of commencement; and
(4) the latest possible date of cessation.

5.3 Permanent full-time employment

(a) Whilst the ordinary hours of work for a full-time employee during term weeks may be variable due to operational requirements of the industry, the ordinary working hours when averaged over a full calendar year (inclusive of four (4) weeks annual leave) shall be 38 hours per week.

(b) A full-time employee shall be paid in accordance with clause 8 of this Agreement.

5.4 Permanent part-time employment

(a) The FTE of a part-time employee shall be pro-rata of a full-time employee as prescribed in clause 5.3(a).

(b) A part-time employee shall be entitled to the benefits and assigned responsibilities under this Agreement, on a pro rata basis,

EXCEPT where explicitly provided for in any other term of this Agreement.
A part-time employee shall not be required to attend their place of employment on any day on which they are not required to undertake their assigned teacher duties, EXCEPT as reasonably required as part of a part-time employee's proportionate teacher duties.

(d) A part-time employee shall be paid in accordance with clause 8 of this Agreement.

(e) A part-time employee may make a request to the employer to receive less pay in lieu of undertaking some of their proportionate teacher duties e.g. co-curricular. The Principal shall be the final arbiter on whether any such application is successful or unsuccessful.

(f) The employer may vary the FTE hours of a part-time employee where:

1. the part-time employee consents to the variation; or

2. the variation is equal to or less than 15% of the part-time employee’s FTE and is a direct result of a change in year level, subject or timetabled period necessary to make the timetable operational; or

3. the variation is a direct result of a change in funding, enrolment, curriculum or a planned class not commencing and seven (7) weeks’ notice has been provided in writing. In the absence of the requisite notice period being provided, the salary of the higher FTE is to be maintained for the duration of the equivalent notice period.

5.5 Casual employment

(a) A casual employee shall be engaged on a day to day basis as needed.

(b) The period of engagement shall be the period for which the employer notifies a casual employee that they are so required to attend on any one day.

(c) Casual employees may be required to undertake all aspects of teacher’s duties, including rostered and incidental supervision of students, where these form part of the normal teacher duties of the employee being relieved.

(d) A casual employee shall be paid in accordance with clause 8 of this Agreement.

5.6 Maximum term employment (full-time and part-time)

(a) An employee may be employed for a maximum term period on either a full-time or part-time basis in accordance with clause 5.2(c) to:

1. replace all or part of an employee on a temporary period of absence;

2. replace all or part of an employee on a temporary change in FTE;

3. replace all or part of an employee on a temporary reassignment of duties including tenured higher duties appointments;

4. replace all or part of an employee whose employment has terminated after the commencement of the school year;

5. replace all or part of an employee whose employment has terminated without the requisite notice period that would have enabled a meaningful recruitment and selection exercise to be undertaken;

6. undertake a specified project or task with a limited period of operation;

7. trial the sustainability of new or changed curricula for a maximum period of up to two (2) years; and

8. manage the variable demands of elective subjects and changing year level streams.
Whilst the ordinary hours of work for a full-time maximum term employee during term weeks may be variable due to operational requirements of the industry, the ordinary working hours when averaged over a full calendar year (inclusive of four (4) weeks annual leave) shall be 38 hours per week.

A maximum term employee (part-time) shall be pro-rata of a maximum term (full-time) employee as prescribed in clause 5.6(b).

A maximum term employee shall be paid in accordance with clause 8 of this Agreement.

6 Teacher Duties (Composition)

(a) Whilst the ordinary hours of work for a full-time employee during term weeks may be variable due to operational requirements of the industry, the ordinary working hours when averaged over a full calendar year (inclusive of four (4) weeks annual leave) shall be 38 hours per week and can comprise multiple teaching duties including, but not limited to:

(1) timetabled lessons and substitutions [subject to clause 7.3(d)];
(2) rostered and incidental supervision of students;
(3) house meetings and pastoral care responsibilities as appropriate to each Campus;
(4) assessing and reporting responsibilities (including lesson preparation) and parent student teacher meetings [subject to clause 7.3(b);
(5) overnight and other experiential learning programs (or the undertaking of reasonable additional duties in lieu of required attendance) [subject to clause 11.1];
(6) professional learning, including collaborative planning [subject to clauses 7.3(a) and 7.3(c)];
(7) College, school and department sanctioned meetings;
(8) duties supporting the religious and/or philosophical ethos of the College;
(9) residential duties if part of a teacher’s load;
(10) house and year level activities; and
(11) co-curricular responsibilities [subject to clause 7.3(e)]

(b) Teacher duties shall be determined by student learning needs, current and future. Accordingly, duties may be subject to change between terms, semesters and/or academic years.

7 Teaching Role

7.1 Exclusions

(a) This clause 7 does not apply to casual employees.

(b) This clause 7 does not apply to duties and responsibilities undertaken as part of an employee’s appointment to a position of higher duties, which falls outside the scope of this section.
7.2 Teaching role composition

Subject to clause 7.3, the allocation of teacher duties that comprise an individual employee’s teaching role shall be determined by the employer and shall by necessity, vary between individuals so as to permit flexibility to match student needs with the knowledge, skills, abilities, experience, interests and needs of the individual employee whilst ensuring that when assessed as a whole, are comparably equitable across like type employees.

7.3 Teacher duties subject to

Where an employee has been allocated as part of their teaching role composition, one or more of the following teacher duties referred to in clause 6, certain minimums and maximums shall apply.

(a) Professional learning (all employees)

(1) all employees shall be required to attend professional learning activities both external and internal, in accordance with their Individual Professional Learning Plan (IPLP).

(i) the employer may require the employee to participate in College planning, professional development or other purposes as determined by the employer for up to ten (10) days:

• occurring immediately prior to, or after, normal teaching days; and
• during which students are not required to attend the College.

(ii) these days:

• shall not include those activities which an employee voluntarily undertakes as an extension of the College’s total education program during school holiday leave periods; but
• may include moderation meetings, or meetings which may be required by the appropriate qualifications authority.

(iii) pro-rata for part-time employees does not apply to non-term time internal professional learning days,

PROVIDED that where a part-time employee is required to attend work on any week day (or part thereof) on which they would not normally be required to work, to participate in non-term time internal professional learning days, the employee shall be entitled to payment for the time worked on that day, calculated in accordance with clause 8.4(a).

(2) all employees are to be involved in scheduled professional learning on one (1) afternoon per week after school during term time until 5.00pm, as determined by the relevant Head of School.

(b) Preparation and marking time (employees – Elphin Campus)

A full-time employee (Elphin Campus) shall receive a minimum aggregate total of four (4) hours per fortnight free for preparation and marking purposes (pro-rata for part-time employees does apply).
(c) **Collaborative planning and/or action research planning (employees – Elphin Campus)**

A full-time employee (Elphin Campus) shall receive a minimum aggregate total of two (2) days per school year for collaborative planning and/or action research planning purposes, the timing of which is to be mutually agreed between the employee and his/her respective Head of School.

Pro-rata for part-time employees does not apply,

**PROVIDED** that where a part-time employee (Elphin Campus) is required to attend work on any week day on which they would not normally be required to work to participate in a collaborative planning activity arranged by the employer, the employee shall be entitled to payment for time worked on that day, calculated in accordance with clause 8.4(a).

(d) **Timetabled lessons and/or specified period 5 activities (employees – Penquite Campus)**

Excluding additional teacher duties in lieu of attendance at overnight experiential learning programs, an employee (Penquite Campus) shall not be required to undertake:

1. timetabled lessons (including substitutions taken); and/or
2. the following specified period 5 tutor activities:
   - (i) vertical tutor group
   - (ii) horizontal tutor group
   - (iii) year level meeting
   - (iv) round square meeting

teacher duties for more than 40 hours per fortnight, unless mutually agreed otherwise between the employer and employee.

(e) **Co-curricular**

1. The employer and the employees recognise the importance of:
   - (i) co-curricular activities and the learning of students; and
   - (ii) the professional/pastoral relationships established and enhanced in co-curricular learning between students and professional educators.

2. Subject to clause 7.3(d), an employee (Penquite Campus) shall not be required to undertake timetabled lessons and/or specified tutor activities- for more than 40 hours per fortnight **PLUS** the benchmark co-curricular, without attracting an allowance payment prescribed in clause 11.2.

The employer may allocate a co-curricular load in excess of the benchmark without the need to pay a co-curricular allowance, where the employee’s 40 hours per fortnight timetabled lessons and/or specified tutor activities are reduced to accommodate the additional co-curricular load.
8  Salary Scale - Rates

8.1  FTE

(a)  This clause 8.1 does not apply to casual employees.

(b)  An employee’s FTE shall be determined by reference to:

(1)  Employees (Elphin Campus)
    A percentage of a full-time employee (Elphin Campus) load.

(2)  Employees (Penquite Campus)
    Allocation of:
    (i)  timetabled lessons;
    (ii) the following specified period 5 tutor activities:
         • vertical tutor group;
         • horizontal tutor group;
         • year level meeting; and
         • round square meeting
    (iii)  co-curricular.

8.2  Full-time employees (permanent and maximum term)

(a)  Annual salary rates 2019 (inclusive of leave loading)
    The minimum annual salary rate payable for a full-time employee for 2019 shall be
    as per the following salary scale:

<table>
<thead>
<tr>
<th>Salary Step Level</th>
<th>% of Step 8</th>
<th>Annual Salary* ($) as at 31/12/2018</th>
<th>Annual Salary* ($) as at 01/03/2019 [2.75% increase]</th>
</tr>
</thead>
<tbody>
<tr>
<td>U1</td>
<td>62</td>
<td>59,744</td>
<td>61,387</td>
</tr>
<tr>
<td>U2</td>
<td>67</td>
<td>64,562</td>
<td>66,337</td>
</tr>
<tr>
<td>Step 1</td>
<td>72</td>
<td>69,380</td>
<td>71,288</td>
</tr>
<tr>
<td>Step 2</td>
<td>76</td>
<td>73,234</td>
<td>75,248</td>
</tr>
<tr>
<td>Step 3</td>
<td>80</td>
<td>77,088</td>
<td>79,208</td>
</tr>
<tr>
<td>Step 4</td>
<td>84</td>
<td>80,942</td>
<td>83,168</td>
</tr>
<tr>
<td>Step 5</td>
<td>88</td>
<td>84,797</td>
<td>87,128</td>
</tr>
<tr>
<td>Step 6</td>
<td>92</td>
<td>88,652</td>
<td>91,090</td>
</tr>
<tr>
<td>Step 7</td>
<td>96</td>
<td>92,506</td>
<td>95,050</td>
</tr>
<tr>
<td>Step 8</td>
<td>100</td>
<td>96,360</td>
<td>99,010</td>
</tr>
<tr>
<td>Step 9</td>
<td>104</td>
<td>100,164</td>
<td>102,971</td>
</tr>
</tbody>
</table>

*annual salaries are inclusive of leave loading and have been rounded to the nearest dollar
(b) **Annual salary rates 2020, 2021 and 2022**

The minimum annual salary rate payable for a full-time employee for 2020, 2021 and 2022 will be determined by the Negotiating Committee in accordance with clause 8.2(c) of this Agreement.

1. The Negotiating Committee shall include all employee members of the 2018 Enterprise Agreement Bargaining Representative Group. Any members of that group who are not available or who are no longer working at Scotch Oakburn College shall be replaced.

2. The Negotiating Committee will meet as soon as practicable during 2019 to determine a percentage increase to be applied to the Scotch Oakburn Rate.

3. The agreed % increase for 2020 shall be applied from 1 March 2020.

4. The agreed % increase for 2021 shall be applied from 1 March 2021.

5. The agreed % increase for 2022 shall be applied from 1 March 2022.

(c) **Annual salary setting mechanism**

1. **Minimum increase**

   As at 1 March in each year of the life of this Agreement the Scotch Oakburn Rate shall be adjusted to a minimum of 103% of the adjusted Public Sector Rate that applies on or after 1 March for that calendar year.

2. **Other determining factors**

   In determining the annual salary adjustment, the Negotiating Committee shall give consideration to a number of other factors including (but not limited to):

   (i) salary movements within the State of Tasmanian in general;
   
   (ii) the state of the Tasmanian economy;
   
   (iii) the applicable Consumer Price Index;
   
   (iv) the comparative salaries of Tasmanian AHISA Schools: Launceston Church Grammar; St Michael’s Collegiate; Hutchins; Friends and Fahan) and
   
   (v) College enrolments.

(d) **Application of Scotch Oakburn rate (salary scale and higher duties allowances)**

Where a % increase has been applied to the Scotch Oakburn Rate, all other salary steps within the salary scale, as well as the higher duties allowance scale prescribed in clause 11.3(b) of this Agreement shall be adjusted by the same % increase.

(e) **Rates effective to**

Salary scale and allowance rates adjusted in accordance with clause 8 shall remain in effect until the last day of February of the following year.

8.3 **Part-time employees (permanent and maximum term)**

(a) A part-time employee shall be paid pro-rata of the applicable rate of a full-time employee in the same classification, and in accordance with the applicable provisions of clause 5.4 and clause 5.6.

(b) A part-time employee shall receive a minimum payment of two (2) hours each time they attend at their place of employment unless negotiated otherwise by mutual agreement between the employer and the employee.
8.4 Casual employees

The rate payable to a casual employee shall be determined in accordance with clause 9, clause 10 and clause 8.4(b) of this Agreement.

(a) Pay Rate

The rate payable to a casual employee shall be calculated in accordance with the following formulas:

1. rate per day
   \[
   \text{rate per day} = \frac{\text{annual salary scale step}}{200}
   \]

2. rate per timetabled lesson(s)
   \[
   \text{rate per timetabled lesson(s)} = \frac{\text{number of timetabled lesson minutes taught per day} \times \text{annual salary scale step}}{\text{total number of timetabled lesson minutes per day}}
   \]

(b) Period of engagement

Each period of engagement for which the employer notifies the employee that they are so required to attend on any one day, shall be:

1. stand alone; and
2. for a minimum of two (2) hours.

Provided the employee is not otherwise engaged on that day as a permanent or maximum term employee.

8.5 Daily rates (permanent and maximum term employees)

Daily rates for permanent and maximum term employees, where appropriate (eg calculating the value of a day’s pay for the purposes of an absence of leave without pay), shall be calculated using the following formula:

\[
\text{Employee’s Annual Salary Scale Step} = \text{260.9}
\]

8.6 National minimum wage orders

During the life of this Agreement, annual national minimum wage order adjustments to salaries determined by the Fair Work Commission, will be absorbed in the salary scale applicable under this Agreement.

8.7 Recovery of overpayment(s)

Where an employee has received overpayment(s), for whatever reason, the employer is entitled to recover the overpayment(s) by salary deduction.

Provided that the monthly deduction to be applied shall be determined by negotiation between the employer and the employee and shall not exceed 20% of the employee’s net monthly salary (after tax and approved deduction),

Except where an employee elects to repay the overpayment(s) at a higher rate.
9 Salary Scale - Entry Steps

9.1 Entry step – unqualified teacher
(a) Unqualified teacher (step 1)
An unqualified teacher (step 1) shall enter the salary scale at Step U1 and continue to be paid at that step until he/she satisfies the criteria necessary for promotion to unqualified teacher (step 2).

(b) Unqualified teacher (step 2)
An unqualified teacher (step 2) shall enter the salary scale at Step U2 and continue to be paid at that step until he/she satisfies the criteria necessary for promotion to a step within the salary scale.

(c) Should the circumstances of an employee employed as an unqualified teacher (step 1) or an unqualified teacher (step 2) change to the extent that they no longer satisfy the minimum requirements of one or more of the criteria applicable to that salary step, their employment may be terminated at the discretion of the employer.

9.2 Entry step – graduate teacher
(a) Four year trained teacher
A four year trained teacher with no graduate teaching experience shall enter the salary scale at Step 1.

(b) Five year (or more) trained teacher
A five year (or more) trained teacher with no graduate teaching experience shall enter the salary scale at Step 2.

9.3 Entry step – experienced teacher
Upon appointment, an employee shall be placed on the appropriate step of the salary scale prescribed in clause 8.2(a) of this Agreement according to their relevant qualifications and relevant graduate teaching experience.

9.4 Relevant training
The employer has the discretion to determine the relevance or otherwise to teaching and/or education at the College, of an applicant’s qualifications.

9.5 Relevant experience
The employer has the discretion to determine the relevance or otherwise of an applicant’s teaching experience where such experience has not been gained within a school registered in accordance with the applicable State or Territory Education Act.

10 Salary Scale - Progression

10.1 Progression - Steps 1 to 8
An employee shall be entitled to a salary step increase between Steps 1 and 8 in accordance with sub-clause 10.3 of this section where:

(a) a full year of service (or equivalent) has been completed at the employee’s current salary step; and

(b) work performance over the period has been satisfactory or better.
10.2 Progression – Step 9
An employee shall be entitled to a salary step increase to Step 9 in accordance with sub-clause 10.3 of this section where:

(a) a full year of service (or equivalent) has been completed at salary Step 8; and
(b) work performance over the period has been satisfactory or better; and
(c) full teacher registration with the Teachers Registration Board of Tasmania has been attained

PROVIDED that any provisionally registered employee on salary level Step 8 + ATI as at 31 December 2018, shall transition to salary level Step 9 from the commencement of this Agreement for a maximum period of up to two (2) years whilst full teacher registration is sought. In the absence of full teacher registration by 1 January 2021, the employee’s salary step level shall revert to Step 8 until such time as full teacher registration is attained.

10.3 Progression rates

(a) Average FTE of 0.5 and above
Progression shall be at the rate of one (1) step in the salary scale for each completed full year of service (or equivalent).

(b) Average FTE of less than 0.5
Progression shall be at the rate of one (1) step in the salary scale for every two (2) completed full years of service (or equivalent).

(c) FTE aggregate of greater than or equal to 1.0 over any two (2) consecutive periods
Where the aggregate FTE over any two (2) consecutive completed full years of service (or equivalent) is greater than or equal to 1.0 FTE, progression shall be at the rate of one (1) step in the salary scale for each of those periods of service.

10.4 Service period exemption
For the purpose of this clause 10 only, where an employee has been absent from work for the equivalent of two (2) weeks or less during the 12 month period commencing from the employee’s date of commencement or previous step progression date (whichever is applicable), on any form of leave which does not count toward service as defined in clause 4, the employee shall still be deemed to have completed a full year of service at the conclusion of that 12 month period.

10.5 Progression where there is more than one employer

(a) Exclusion
This clause 10.5 does not apply to full-time employees.

(b) Experience gained with another employer
Where during the course of a school year, a part-time employee is engaged as a teacher, the aggregate relevant teaching experience gained during that year shall be taken into consideration for the purposes of determining the rate of progression in accordance with clause 10.3;

PROVIDED that it remains the responsibility of the employee to provide to the employer, all evidence of any relevant external teaching experience gained during the course of the year for the purpose of making such a determination.

Where evidence has not been provided to the satisfaction of the employer, progression shall be determined on the basis of the employee’s internal teaching experience only during that year.
10.6 Progression subject to

(a) Experience gained whilst in employment as an unqualified teacher (including entry step for unqualified teachers as described in clause 9.1) does not count toward step progression within the salary scale.

(b) Where an employee obtains further relevant higher level teacher training qualifications from an Australian University (or the equivalent as determined by the National Office of Overseas Skills Recognition); their salary shall be adjusted to take into account the new entry step appropriate to their qualification together with their current number of years teaching experience.

Adjustments shall take effect from the first full pay period on or after the qualification has been conferred.

11 Allowances

11.1 Overnight experiential learning programs

(a) Employees required to attend approved overnight experiential learning programs as part of their teacher duties as prescribed in clause 6, shall be paid the following allowance(s):

(1) $34.17 per night; and

(2) an additional $166.59 payment where the approved overnight experiential learning program:

   (i) is in a remote location (more than 100 kilometres from Launceston but excluding the Valley Campus); and

   (ii) is for a period of three (3) or more consecutive nights.

(b) Allowance(s) are not payable to employees:

(1) who already receive a compensatory factor as part of their role (eg Education Outdoors employees; Round Square Coordinator, etc); and/or

(2) where attendance at the approved overnight experiential learning program is a part of the employee’s compulsory co-curricular teacher duties commitment.

(c) From the first full monthly pay period commencing on or after 1 March 2019, overnight experiential learning program allowances shall be adjusted annually over the life of the Agreement by the applicable Consumer Price Index figure, rounded up or down to the nearest dollar.

(d) The overnight experiential learning programs allowance may be packaged on behalf of the employee in accordance with clause 13 of this Agreement, with contributions being made to the employee’s superannuation fund.

11.2 Over benchmark co-curricular

(a) An employee shall be entitled to a co-curricular allowance if their co-curricular load:

(1) exceeds the benchmark; and

(2) their timetabled lessons and specified period 5 tutor activities as prescribed in clause 7.3(d)(2), have not been proportionately reduced to accommodate the additional co-curricular load.
Co-curricular benchmarks

1. Co-curricular benchmarks shall determine the level of co-curricular activity required of each employee.

2. More than one co-curricular activity may be required for an employee to reach the benchmark requirement.

3. For employees (Penquite Campus), the benchmarks shall be determined by the Deputy Principal, with appropriate input and assistance as requested, and shall take into account such things as:
   (i) number of students involved;
   (ii) level of coaching, organisation and responsibility required;
   (iii) length of activity eg season; number of weeks; weekend commitments; number of hours etc; and
   (iv) any other matters, as determined relevant.

The benchmark may be the equivalent of one season’s activity of practices, rehearsals, performances, matches or other activities outside of timetabled lessons.

4. For employees (Elphin Campus), the benchmarks shall be determined by the Head of the Junior School in consultation with the Co-Curricular Coordinator and with appropriate input and assistance as requested, and shall take into account such things as:
   (i) number of students involved;
   (ii) level of coaching, organisation and responsibility required;
   (iii) length of activity eg season, number of weeks, weekend commitments, number of hours etc; and
   (iv) any other matters, as determined relevant.

Co-curricular allocation

1. For employees (Penquite Campus), the allocation of co-curricular activities will be managed by the Deputy Principal, with appropriate input and assistance as requested.

2. For employees (Elphin Campus), the allocation of co-curricular activities will be managed by the Head of Junior School in consultation with the Co-Curricular Coordinator and with appropriate input and assistance as requested.

d. The allowance level for each co-curricular contribution above the benchmark shall be determined by the employer.

(e) A list of the allowances for the co-curricular activities shall be available for employees to access and shall be reviewed periodically by the employer.

f. Over benchmark co-curricular allowance payments may be:
   (1) added to an employee’s salary, or
   (2) packaged on behalf of the employee in accordance with clause 13 of this Agreement, with contributions being made to the employee’s superannuation fund.

11.3 Higher duties

(a) Each higher duties allowance level is calculated on the basis of 1% of the Step 8 rate of the annual salary scale rates as prescribed in clause 8.2(a) of this Agreement, rounded up or down to the nearest dollar.

(b) An employee undertaking higher duties as prescribed in clause 14 of this Agreement shall be entitled to be paid an allowance in accordance with the following scale:
<table>
<thead>
<tr>
<th>Band 1</th>
<th>Band 2</th>
<th>Band 3</th>
<th>Higher Duty Allowance Level</th>
<th>% of Salary Step 8</th>
<th>Annual Allowance ($) as at 31/12/2018</th>
<th>Annual Allowance ($) as at 01/01/2019 [2.75% increase]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Levels 1 to 6</td>
<td></td>
<td></td>
<td>1</td>
<td>1%</td>
<td>951</td>
<td>977</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>2%</td>
<td>1,902</td>
<td>1,954</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>3</td>
<td>3%</td>
<td>2,852</td>
<td>2,931</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>4</td>
<td>4%</td>
<td>3,803</td>
<td>3,908</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>5</td>
<td>5%</td>
<td>4,754</td>
<td>4,885</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>6</td>
<td>6%</td>
<td>5,705</td>
<td>5,862</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>7</td>
<td>7%</td>
<td>6,656</td>
<td>6,839</td>
</tr>
<tr>
<td>Levels 4 to 14</td>
<td></td>
<td></td>
<td>8</td>
<td>8%</td>
<td>7,606</td>
<td>7,815</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>9</td>
<td>9%</td>
<td>8,557</td>
<td>8,793</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>10</td>
<td>10%</td>
<td>9,508</td>
<td>9,770</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>11</td>
<td>11%</td>
<td>10,460</td>
<td>10,747</td>
</tr>
<tr>
<td>Levels 12 to 20</td>
<td></td>
<td></td>
<td>12</td>
<td>12%</td>
<td>11,411</td>
<td>11,724</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>13</td>
<td>13%</td>
<td>12,361</td>
<td>12,700</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>14</td>
<td>14%</td>
<td>13,312</td>
<td>13,678</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>15</td>
<td>15%</td>
<td>14,263</td>
<td>14,655</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>16</td>
<td>16%</td>
<td>15,214</td>
<td>15,632</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>17</td>
<td>17%</td>
<td>16,165</td>
<td>16,609</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>18</td>
<td>18%</td>
<td>17,115</td>
<td>17,585</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>19</td>
<td>19%</td>
<td>18,066</td>
<td>18,563</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>20</td>
<td>20%</td>
<td>19,017</td>
<td>19,540</td>
</tr>
</tbody>
</table>

(c) Where a higher duties appointment is for a period of less than a full school year, the applicable allowance is payable on a pro-rata basis.

**PROVIDED** that no higher duties allowance is payable for appointments of fourteen (14) consecutive days or less.

(d) Higher duties allowances are **not** payable when an employee, for whatever reason, is on any form of unpaid leave.

(e) Allowances shall cease to become payable effective from the date of suspension or termination of the higher duties position as per clause 14.4 and clause 14.5 of this Agreement.

(f) Allowances are payable for periods of absence due to annual leave, school holiday leave or public holidays with pay as prescribed in clause 15.1 and clause 15.8 of this Agreement, only where the period of leave falls within the employee’s period of appointment to the higher duties position.

(g) Where the Scotch Oakburn Rate is adjusted in accordance with the requirements of clause 8.2 of this Agreement, the higher duties allowance rates shall be adjusted proportionately from the same effective date.

(h) Higher duties allowance rates adjusted in accordance with clause 8.2(d) of this Agreement shall remain in effect until the last day of February of the following year.
For the purposes of calculating employee entitlements and benefits:

11.4 Paid maternity leave

As prescribed in clause 15.14 of this Agreement:

(a) an employee

(1) who has been employed on a permanent basis (full-time or part-time);
(2) for a period of twelve (12) months or more; and
(3) who is eligible for maternity leave as provided for in the NES.

(b) shall be entitled to:

(1) a lump sum payment of an amount equivalent to twelve (12) weeks salary;
(2) at their salary step immediately prior to going on leave; and
(3) to be paid immediately after the birth of a living child.

12 Meal Breaks

12.1 Entitlement

An employee shall be entitled to an unpaid meal break of 30 consecutive minutes no later than five (5) hours after commencing work.

12.2 Teacher duties and meal breaks

Where teacher duties as prescribed in clause 6 of this Agreement are undertaken during the College’s recess or lunch periods; clause 12.1 shall not apply;

PROVIDED for the purpose of calculating an employee’s total annual ordinary hours of work as prescribed in clauses 5.3(a) and 5.6(b) of this Agreement, all teacher duties undertaken in accordance with this clause 12.2 shall be counted as worked time.

13 Remuneration Packaging

13.1 Exclusions

This clause 13 does not apply to casual employees.
13.2 Application

This clause 13 applies to employees, other than casuals, who are employed:
(a) on a salary based on the salary scale rates prescribed in clause 8.2(a) of this Agreement; and
(b) on terms and conditions not less than those prescribed in this Agreement.

13.3 Entitlement

(a) The employer may offer to provide, and the employee may agree to accept a packaging agreement in relation to:
   (1) the benefits selected by the employee from those made available by the employer including allowances prescribed in clause 11.1 and clause 11.2; and
   (2) a salary equal to the difference between the benefit value and the salary which would have applied to the employee under clause 8 of this Agreement, in the absence of a packaging agreement.

(b) The employee shall be advised in writing of the benefit value and any associated fees prior to any packaging agreement being entered into.

(c) The employee shall confirm any acceptance to enter into a packaging agreement in writing.

(d) The employee authorises the employer to make any appropriate adjustments to the employee’s salary as per clause 13.3(a)(2) as a consequence of any change to a benefit value or packaging fee that may apply.

(e) The employee shall be liable for any fringe benefit tax (or other tax) and any packaging fees payable on any benefit provided to the employee under this clause 13.

(f) Where, during the life of the packaging agreement entered into, an employee takes a period of leave, the following provisions shall apply:
   (1) Leave period on full pay
       the employee shall receive the benefits and salary referred to in sub-clause 13.3(a) of this section; or
   (2) Leave period without pay
       the employee shall not be entitled to any benefits during the period of leave; or
   (3) Leave period on less than full pay
       the employee shall receive:
       (i) the benefits; and
       (ii) an amount of salary calculated by applying the following formula:
            \[ A = W \times P\% - [(100\%-P\%) \times B] \]
            where:
            • W = the salary determined under sub-clause 13.3(a)(2) of this section
            • P = the percentage of salary payable during the period of leave
            • B = the benefit value
            • A = the amount of salary
(g) All other payments owing under this Agreement that are payable:

(1) during employment; or
(2) on termination of employment in respect of untaken paid leave; or
(3) on death,

will be at the rate of pay which would have applied to the employee under clause 8 of this Agreement, in the absence of any packaging agreement.

(h) Where during the life of the packaging agreement, an overpayment or any other liability occurs as a result of a mistake of fact:

(1) the employer shall be entitled to reimbursement of any overpayment; and/or
(2) the employee shall be responsible for any other liability incurred.

PROVIDED that where the reimbursement of any overpayment or liability is to be made by the employee to the employer, the repayment schedule shall be determined by negotiation between the employer and the employee.

14 Higher Duties – Leadership Development; Skills Acquisition and Deployment; Knowledge Management

14.1 Philosophy

(a) The employer seeks to support and establish career path opportunities that actively support and promote employee development and career advancement; and maintain dynamic educational flexibility and agility through:

(1) leadership development;
(2) skills acquisition and deployment; and
(3) knowledge management.

(b) These opportunities shall be known as higher duties.

(c) Higher duties shall be in addition to employee teacher duties as prescribed in clause 6 of this Agreement.

14.2 Higher duties classifications and associated allowances

(a) Employees undertaking higher duties shall be:

(1) engaged in one of the following higher duties band classifications;
   (i) Band 1 (allowance levels 1 to 6)
   (ii) Band 2 (allowance levels 4 to 14)
   (iii) Band 3 (allowance levels 12 to 20)

(2) assigned an allowance range within the band classification (as applicable); and

(3) appointed to an allowance within the specified allowance range (as applicable).

(b) An employee undertaking higher duties shall be entitled to an allowance in accordance with clause 11.3 of this Agreement.
Higher duties band classification; allowance range; and appointed allowance level will be determined at the discretion of the employer, having regard to:

1. level of responsibility,
2. degree of complexity,
3. length of tenure,
4. knowledge, skills, abilities and level of experience of the appointed employee; and
5. consideration of any other matter(s) that may be relevant.

The following table seeks to provide a sample guide (only) to indicative positions likely to fall within the higher duties band classifications:

<table>
<thead>
<tr>
<th>Band</th>
<th>A Sample of Indicative Positions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Band 1</td>
<td>• Coordinator</td>
</tr>
<tr>
<td></td>
<td>• Low-level project</td>
</tr>
<tr>
<td>Band 2</td>
<td>• Head of Department (where the department is of a reasonable size and/or complexity)</td>
</tr>
<tr>
<td></td>
<td>• Head of House</td>
</tr>
<tr>
<td></td>
<td>• Mid-level project</td>
</tr>
<tr>
<td>Band 3</td>
<td>• Deputy Head of School</td>
</tr>
<tr>
<td></td>
<td>• High-level project</td>
</tr>
</tbody>
</table>

14.3 General conditions

(a) **Higher duties positions**

The offering of available higher duties positions shall be at the discretion of the employer and may vary within and between school years, dependent upon identifiable need and ability to fund.

(b) **Tenure of higher duties appointments**

Appointment to higher duties positions shall be for a maximum term period only, to be determined by the employer, having regard to:

1. identifiable need;
2. funding availability;
3. minimum duration necessary to develop; acquire; utilise and/or transfer skills;
4. facilitation of administrative flow associated with the management and appointment of employees to positions of higher duties; and
5. consideration of any other matter(s) that may be relevant.

(c) **Time release and higher duties appointments**

Time release from teacher duties prescribed in clause 6 may be considered at the discretion of the employer and where appropriate.

(d) **Appointment to higher duties positions**

1. This sub-clause 14.3(d) does not apply to appointments of fourteen (14) consecutive days or less.
2. Appointment to a position of higher duties shall be at the discretion of the employer.
(3) Prior to the commencement of the appointment, the employer shall set out in writing, the following terms and conditions of appointment:

(i) position responsibilities and duties;
(ii) duration of appointment;
(iii) probation period (applicable to the higher duties appointment only);
(iv) band classification; allowance range; and appointed allowance level;
(v) where applicable, any additional discretionary considerations eg time release;
(vi) minimum notice period required by either party to terminate the higher duties appointment;
(vii) maximum period of absence from being able or available to fulfil the required duties and responsibilities of the position before the appointment may be suspended as prescribed in clause 14.4(a); and
(viii) maximum period of suspension from higher duties position before the appointment may be terminated as prescribed in clause 14.5(c).

14.4 Suspension of higher duties

(a) Maximum period of absence
Where the employee for whatever reason, is absent from being able or available to fulfil the required duties and responsibilities for a minimum period of fourteen (14) consecutive days, the employer may elect to suspend the higher duties appointment,

PROVIDED that no part of that period of absence from being able to fulfil the required duties and responsibilities is due to annual leave, school holiday leave or public holidays with pay as prescribed in clause 15.1 and clause 15.8 of this Agreement.

(b) Maximum period of suspension
An employee’s appointment to a higher duties position may be suspended for a maximum period as specified in the appointment advice prescribed in clause 14.3(d)(3)(viii), before the appointment may be terminated in accordance with clause 14.5(c) of this Agreement.

(c) Return to higher duties
Where the employee is once again able and available to fulfil the required duties and responsibilities of their position, the suspension shall be lifted and the employee shall either:

(1) resume their former position until such time as their period of appointment specified in the appointment advice prescribed in clause 14.3(d)(3)(ii) of this Agreement expires; or

(2) notify the employer in writing of their resignation from their appointed higher duties position in accordance with clause 14.5(b) of this Agreement.

14.5 Termination of higher duties

(a) Expiration of appointment period
Appointment to a position of higher duties shall terminate upon the expiration date as specified in the appointment advice prescribed in clause 14.3(d)(3)(ii) of this Agreement.
(b) **Employer and employee notice period**

Appointment to a position of higher duties may be terminated prior to the expiration date of the specified period of appointment at the determination of either party:

1. by the giving of notice in writing; and
2. with the requisite notice period as specified in the appointment advice prescribed in clause 14.3(d)(3)(vi) of this Agreement.

**PROVIDED** that where an employee has elected to resign from a position of higher duties following a period of suspension as prescribed in clause 14.4(c)(2):

3. the employee shall notify the employer in writing;
4. the resignation shall have immediate effect; and
5. any existing notice provisions specified in the appointment advice prescribed in clause 14.3(d)(3)(vi) of this Agreement shall be waived.

(c) **Maximum period of suspension exceeded**

The employer may elect to terminate the appointment, with no further notice period required, where an employee's appointment to higher duties has:

1. been suspended in accordance with clause 14.4 of this Agreement; and
2. exceeded the maximum period of suspension as specified in the appointment advice prescribed in clause 14.3(d)(viii) of this Agreement.

**PROVIDED** that no part of that period of absence from being able to fulfil the required duties and responsibilities is due to annual leave, school holiday leave or public holidays with pay as prescribed in clause 15.1 and clause 15.8 of this Agreement.

---

15 **Leave**

15.1 **Annual leave and school holiday leave**

(a) **Exclusions**

This clause 15.1 does not apply to casual employees.

(b) **NES and this Agreement**

Annual leave entitlements are provided for in the NES. This clause 15.1 provides College specific detail and supplements the NES provisions that deal with annual leave.

(c) **Annual leave entitlement and the taking of annual leave**

1. Full-time and part-time employees (permanent and maximum term) covered by this Agreement, who work a full year, are entitled to four (4) weeks annual leave based on their FTE, which is to be taken during and in conjunction with, school holiday leave.

2. Provided the provisions of clause 15.1(c)(1) above are observed, the annual leave shall be taken when it falls due and will continue to be taken on that basis throughout each calendar year during the life of this Agreement.
Annual leave loading

(1) Leave loading is payable on four (4) weeks Annual Leave:
   (i) at the employee's base salary step only (excluding allowances), as
       prescribed in clause 8.2(a); and
   (ii) at an amount equal to 17.5% of the salary step received by the
        employee for a four (4) week period calculated using the following
        formula.
        \[
        \text{weekly base salary} \times 4 \times 17.5\% \times \text{term weeks worked in that school year} \times \frac{\text{total term weeks in that school year}}{\text{term weeks worked in that school year}}
        \]

(2) Leave loading shall be paid as a lump sum payment in the last pay of the year.

(3) Leave loading is payable on a pro-rata basis.

Annual leave and school holiday leave entitlements for employees working a full school year

A full-time or part-time employee (permanent and maximum term) who has been engaged and worked for a full school year ie. professional learning week plus each week of every school term, shall be entitled to payment for the full calendar year based on their FTE and salary step as prescribed in clause 8.2(a) of this Agreement.

Annual leave and school holiday leave entitlements for employees working less than a full school year

(1) A full-time or part-time employee (permanent and maximum term) who has been engaged for and/or worked for less than the full school year ie.
   (i) ceased employment during the school year;
   (ii) commenced employment after 1 January;
   (iii) has had a variation in hours during the school year; or
   (iv) has taken a period of leave without pay in excess of 5 working days,
       shall be entitled to receive pro-rata payment of an employee working a full
       school year as prescribed in clause 15.1(e) above.

(2) Pro-rata payment shall be based on the employee's:
   (i) FTE; and
   (ii) salary step as prescribed in clause 8.2(a) of this Agreement; and
   (iii) shall be calculated using the following formula:

\[
P = \frac{S \times C - D}{B}
\]

where:
- \( P \) = pro-rata payment due
- \( S \) = total salary paid in respect of term weeks (or part thereof) since 1 January in the current year
- \( D \) = total salary paid in respect of non-term weeks (or part thereof) since 1 January in the current year
- \( B \) = total number of term weeks (or part thereof) in the current year
- \( C \) = total number of non-term weeks (or part thereof) in the current year

15.2 Paid personal leave

(a) Exclusions
   This clause 15.2 does not apply to casual employees.

(b) Paid personal leave (sick)
   Paid personal (sick) leave entitlements are provided for in the NES.

(c) Paid personal leave (carers)
   Paid personal (carers) leave entitlements are provided for in the NES.
15.3 Unpaid carers leave

Unpaid carers leave entitlements are provided for in the NES.

15.4 Communicable diseases leave

(a) Exclusions

This clause 15.4 does not apply to casual employees.

(b) Entitlement

Employees’ suffering from a communicable disease as defined in clause 4 of this Agreement shall be entitled to a period of paid leave without deduction from his or her paid Personal Leave entitlement.

PROVIDED that this clause 15.4 only applies when the leave taken falls within school term weeks.

PROVIDED ALSO that this clause 15.4 does not apply where the employee is on any other form of approved leave at the time of contracting or recovering from a communicable disease recognised under this sub-clause 15.4(b).

(c) Evidence requirements

An employee shall be required to provide satisfactory evidence that the period of absence is due to a communicable disease as defined in clause 4 of this Agreement.

15.5 Paid compassionate leave

(a) Exclusions

This clause 15.5 does not apply to casual employees.

(b) NES and this Agreement

Paid compassionate leave entitlements are as provided for in the NES. This clause 15.5 provides College specific detail and application and supplements the NES provisions.

(c) Entitlement

Employees, other than casuals, shall be entitled to three (3) days paid compassionate leave for each occasion, or four (4) in circumstances where interstate or international travel is required.

15.6 Unpaid compassionate leave

Unpaid compassionate leave entitlements are provided for in the NES.

15.7 Long service leave

(a) Employees other than a casual employee

(1) Calculation of long service leave entitlement

An employee, who has completed at least ten (10) years of service is entitled to long service leave calculated in accordance with the provisions of Section 12 of the Tasmanian Long Service Leave (State Employees) Act, 1994.

(2) Salary payable during long service leave

Entitlements as prescribed in clause 15.7(a)(1) above shall accrue on a pro-rata basis proportionate to the full-time hours worked in each year of service during the long service leave accrual period.

(3) All other long service leave provisions

All other long service leave provisions are as provided for in the Tasmanian Long Service Leave Act, 1976.
(b) Casual employees
Long service leave provisions are as provided for in the Tasmanian Long Service Leave Act, 1976.

(c) Recrediting of Leave
Where, during any period of approved long service leave, an employee is eligible to take paid compassionate leave in accordance with clause 15.5, the employee shall be reccredited the long service leave equivalent to the period of paid compassionate leave taken.

15.8 Public holidays

(a) Exclusions
This clause 15.8 does not apply to:
(1) casual employees;
(2) employees undertaking residential duties; and
(3) employees attending overnight experiential learning programs.

(b) An employee shall not be required to attend school or perform any teacher duties on a public holiday, except where they have been appointed to residential positions or are attending an approved overnight experiential learning program.

(c) An employee shall be entitled to the following public holidays without loss of pay:
(1) New Year’s Day;
(2) Australia Day;
(3) Labour Day;
(4) Good Friday;
(5) Easter Monday;
(6) ANZAC Day;
(7) Queen’s Birthday;
(8) Launceston Show Day;
(9) Recreation Day;
(10) Christmas Day; and
(11) Boxing Day.

PROVIDED that public holidays which fall during school holiday periods shall be considered to be school holiday leave for the purpose of calculating leave entitlements prescribed in clause 15.1 of this Agreement.

(d) Where a part-time employee (permanent or maximum term) is appointed to a position for less than one (1) year, payment of public holidays is subject to the public holiday falling:
(1) within the agreed period of employment; and/or
(2) on a day on which the employee would have worked, had it not been deemed a public holiday.

15.9 Leave without pay

(a) Exclusions
This clause 15.9 does not apply to casual employees.
While an employee has the right to apply for leave without pay, the granting of such leave and the agreement terms under which that leave is granted, is at the discretion of the employer.

If an employee is granted leave without pay and returns in accordance with the provisions of that agreement, they shall be entitled to a position commensurate with their qualifications and experience.

15.10 Examination leave

(a) Exclusions
This clause 15.10 does not apply to casual employees.

(b) The employer shall grant at least one (1) x half day of leave with pay per examination, to any employee undertaking an examination related to an employer approved course of study.

15.11 Community service leave
Community service leave entitlements are provided for in the NES.

15.12 Family violence leave

(a) Exclusions
This clause 15.12 does not apply to casual employees.

(b) Entitlement
Employees' experiencing family violence as defined in clause 4 of this Agreement, shall be entitled to access up to five (5) days of paid Family Violence Leave in any single calendar year, for medical appointments, legal proceedings and other activities related to family violence.

Additional paid Family Violence Leave may be granted at the Principal's discretion.

(c) Evidence requirements
An employee may be required to provide satisfactory evidence of entitlement to paid Family Violence Leave which may be in the form of an agreed document issued by the police service, a court, a doctor, district nurse, maternal and health care nurse, a family violence support service or lawyer or a signed statutory declaration.

(d) Application
Applications for paid Family Violence Leave are to be made with the Principal or in the Principal's absence, his or her delegate.

15.13 Parental leave
Parental leave entitlements are provided for in the NES.

15.14 Paid maternity leave

(a) Application
This clause 15.14 applies to permanent employees only.
(b) **Entitlement**

*Employees* who have been continuously employed and have completed a minimum of twelve (12) months *service*, shall be entitled to an allowance in accordance with clause 11.4 of this Agreement.

(c) **Additional periods of leave**

An *employee* shall be required to complete a period of at least twelve (12) months *service* following a return to work from paid maternity leave, before being eligible for a further period of paid maternity leave in accordance with this clause 15.14.

### 15.15 Paid partner leave

(a) **Application**

This clause 15.15 applies to permanent *employees* only.

(b) **Entitlement**

An *employee* who has completed a period of at least twelve (12) months *service* and is the partner of a mother expecting a child(ren), shall be entitled to:

1. seven (7) days paid leave;
2. at their salary step and *FTE* immediately prior to going on leave; and
3. to be taken in the period between:
   - (i) the time of hospitalisation of the expectant mother in preparation for the birth or the commencement of the mother’s labour, whichever occurs first; and
   - (ii) before the conclusion of ninety (90) days (including weekends and public holidays) immediately following the day on which the child(ren) were born.

**PROVIDED** that this leave need not be taken in a single continuous period and is not transferrable such that, for whatever reason, any leave not taken within the specified period shall be forfeited.

(c) **Additional periods of leave**

An *employee* shall be required to complete a period of at least twelve (12) months *service* following a return to work from paid partner leave, before being eligible for a further period of paid partner leave in accordance with this clause 15.15.

---

### 16 Renewal Leave Scheme

(a) **Application**

This clause 16 applies to permanent *employees* only.

(b) **Application to participate**

1. An *employee* may make application to participate in a *RLS Agreement* if:
   - (i) the applicant is a permanent *employee*; and
   - (ii) has completed a minimum of two (2) years’ *service* with the *employer*.

2. Application is to be made:
   - (i) to the Principal; and
   - (ii) using the *employer’s* approved *RLS* Application form.
(3) Approval of an employee’s application to participate in the RLS is granted at the discretion of the Principal and is subject to:
   (i) consideration of the operational requirements of the employer; and
   (ii) satisfaction that the employee has obtained independent financial advice in respect of their participation in the RLS; and
   (iii) consideration of any other matter which may be deemed relevant.

(4) Where an employee’s application to participate in the RLS is successful they shall be notified in writing and their participation in the scheme shall commence from 1 January following the approval of their application to participate in the RLS.

(5) Where an employee’s application to participate in the RLS is not successful they shall be notified in writing of the decision.

(6) A new RLS application must be made where an employee wishes to participate in the RLS in circumstances where they have:
   (i) completed a RLS Agreement and taken their leave period; or
   (ii) withdrawn from their RLS Agreement in accordance with clause 16(d)(3)(iii) or clause 16(j).

(c) Participation

(1) A participant in the RLS shall:
   (i) work for the first four (4) calendar years of the RLS Agreement in order to complete the necessary leave accrual period; and
   (ii) upon completion of the leave accrual period, take the following calendar year (year 5) as the RLS Agreement leave period.

(2) A participant in the RLS shall be paid at:
   (i) their normal salary rate of 80% of the participant’s normal salary rate for the duration of leave accrual period (years 1-4); and
   (ii) their normal salary rate of 80% of the participant’s normal salary rate for the duration of leave period (year 5).

(3) The normal salary rate of participants in the RLS shall not include allowances which will be paid in full (100% rate) at the time in which they are incurred during the leave accrual period (years 1-4) and shall not be payable during the leave period (year 5).

(4) Unless otherwise agreed in writing, payment shall be made in accordance with the normal payment of wages procedures.

(d) Suspension of an RLS Agreement

(1) Periods of leave taken during the RLS leave accrual period

Where a participant in RLS Agreement takes any one (or combination) of the following forms of leave during the leave accrual period, the RLS Agreement shall be suspended for the duration of that period of leave and any entitlement to payment for that period of leave, shall be paid in full, in accordance with the participant’s normal salary entitlements:

   (i) workers compensation leave;
   (ii) long service leave taken at the participant’s normal salary rate in accordance with clause 16(f)(1)(ii) and clause 16(f)(1)(iv) of this section;
   (iii) any form of leave without pay, including parental leave without pay, or any period of paid parental leave funded externally e.g. Federal Paid Parental Leave Scheme; or
   (iv) any form of leave which does not qualify as service.
(2) **Lifting the suspension on an RLS Agreement**

Where an [RLS Agreement](#) has been suspended in accordance with the provisions of clause 16(d)(1), the [RLS Agreement](#) shall cease to be suspended upon the participant’s return to normal duties.

(3) **Recommencement of a suspended RLS Agreement**

Where an [RLS Agreement](#) ceases to be suspended in accordance with clause 16(d)(2), the participant shall, within seven (7) days of resumption of normal duties, indicate to the employer in writing their choice of one the following three (3) options available to them:

(i) **Option 1: extend the leave accrual period and leave period dates by the period of suspension and enter a new RLS Agreement**

The participant may nominate to revise the [RLS Agreement](#) dates relating to the [leave accrual period](#) and [leave period](#) to take into account the duration of the period of leave taken during which the current [RLS Agreement](#) was suspended.

A new [RLS Agreement](#) to be issued detailing:

1. duration (to the nearest week) of the period of suspension of the current [RLS Agreement](#); and
2. revised end date of the new [RLS Agreement](#) [leave accrual period](#) reflecting the date at which the participant would be deemed to have worked their full four (4) year accrual period; and
3. revised commencement and end dates of the new [RLS Agreement](#) [leave period](#) to be taken from first full calendar year following completion of the revised [leave accrual period](#).

Where this results in there being a period between the participant’s completion of their revised [leave accrual period](#) and the commencement of their revised [leave period](#), the participant shall be paid at their [normal salary rate](#) (100%) for that period, subject to any applicable Enterprise Agreement, [NES](#), or other legislative requirements being satisfied.

(ii) **Option 2: retain the leave accrual period and leave period dates and reduce the entitlement payable during the leave period**

The participant may nominate to retain the [leave accrual period](#) and [leave period](#) dates of the current [RLS Agreement](#).

In this instance, payment for the [leave period](#) shall be adjusted to reflect the reduced [leave accrual period](#) (original four (4) year [leave accrual period](#)) less the period of suspension from the [RLS Agreement](#).

(iii) **Option 3: terminate the RLS Agreement**

The participant may nominate to terminate the [RLS Agreement](#), in which case:

1. the [RLS Agreement](#) shall be terminated with effect from the date of commencement of the suspension period; and
2. the participant shall resume their [normal employment](#) arrangement from the day they resume normal duties; and
3. the participant shall be paid at their [normal salary rate](#) (100%) from the day they resume their normal duties, subject to any applicable Enterprise Agreement, [NES](#), or other legislative requirements being satisfied.
4. where the RLS Agreement has been terminated in accordance with the provisions of clause 16(d)(3)(iii) or clause 16(1), the participant shall be paid an amount equal to the leave period salary that has been accrued on their behalf during the leave accrual period worked, up to the time of the commencement of the suspension period.

(e) Variations to a participant’s terms and conditions of employment during the leave accrual period

(1) Where variations to a participant’s terms and conditions of employment take effect during the leave accrual period of the RSL Agreement, those variations may to be taken into consideration when calculating the participant’s leave period payment.

(2) Details of how general variations shall be calculated are available from the employer (pay office).

(f) Long service leave taken during the RLS leave accrual period

(1) If a participant applies for, and is granted permission to, take long service leave during their leave accrual period, they shall indicate to the employer in writing, their choice of one the following two (2) payment options available to them:

(i) **Option 1: payment at RLS rate (generally 80%)**
Long service leave period is to be paid at the participant’s salary rate applicable at the time of the leave; or

(ii) **Option 2: payment at normal salary rate (100%)**
Long service leave period is to be paid at the normal salary rate applicable at the time of the leave

**PROVIDED** that the period of long service leave deducted from the participant’s long service leave balance shall be at 100% irrespective of the payment option chosen in accordance with clause 16(f)(1) above.

In other words,

(iii) **Under option 1:**
100% deducted from the participant’s long service leave accrual with 80% paid out and 20% accrued for payment during the participant’s RLS Agreement leave period; and

(iv) **Under option 2:**
100% deducted from the participant’s long service leave accrual with 100% paid out and zero accrued for payment during the participant’s RLS Agreement leave period [the RLS Agreement shall also be suspended for the duration of the period of leave in accordance with clause 16(d)].

(2) If the participant chooses to be paid in accordance with option 2 in clause 16(f)(1)(ii) the leave accrual period shall be suspended in accordance with the requirements of clause 16(d).

(g) Salary increments during the life of the RLS Agreement

Salary increments prescribed in clause 8.2 of this Agreement shall apply to RLS participants.
(h) **Superannuation**

(1) **Participant** superannuation contributions are to be made for the duration of the **RLS Agreement**, based on the **participant salary rate** at the time of contribution.

(2) It is the responsibility of the **participant** to obtain any personal superannuation advice, retirement benefits advice or other such advice prior to, or during, their participation in the **RLS**.

(i) **Deductions**

(1) All compulsory deductions from a **participant's** pay (eg garnishees, court orders, etc), will be made in the usual manner throughout the life of the **RLS Agreement**.

(2) All voluntary deductions from a **participant's** pay (eg life insurance premiums, etc) made by the **employer** at the request of the **participant**, shall be made in the usual manner throughout the life of the **RLS Agreement**.

(j) **Termination of employment**

Where a **participant** ceases to be employed by the **employer** during the course of a **RLS Agreement**, an amount equal to:

(1) the **leave period** salary that has been accrued on the **participant's** behalf during the **leave accrual period** worked up to the date of termination; less

(2) any monies relating to **clause 16(j)(1)**, already paid to the **participant** where the **participant** has already commenced their **RLS Agreement leave period**; plus

(3) any accrued leave and any other entitlements owing to the **participant** at the date of termination.

Shall be paid to the **participant** (or the **participant's** estate where applicable).

(k) **Leave entitlements accrual and salary scale progression during the RLS leave accrual period**

For the purposes of calculating **participant's** leave entitlement accruals and salary scale progression, the **RLS Agreement leave accrual period** shall be treated as **normal employment**.

(l) **Leave entitlements accrual and salary scale progression during the RLS leave period**

For the purposes of calculating **participant's** leave entitlement accruals and salary scale progression, the **RLS Agreement leave period** shall be treated as leave without pay.

(m) **Termination of the RLS Agreement during the leave accrual period**

With the exception of circumstances prescribed in **clause 16(d)(3)(iii)** and **clause 16(i)**, withdrawal from a **RLS Agreement** must be by mutual agreement between the **employer** and **participant**; and be made in writing signed by both parties.
17 Termination of Employment

17.1 Notice of termination

(a) Notice of termination is provided for in the NES. This clause 17.1 provides College specific detail and supplements the NES provisions that deal with the termination of employment.

(b) Exclusions

This clause 17.1 does not apply to:

(1) casual employees; or

(2) any employees excluded from coverage of the notice of termination provisions in Section 123 of the Fair Work Act 2009 (Cth).

(c) Employer and employee notice period

(1) Employees other than maximum term employees

(i) the contract of employment may be terminated by the giving of the requisite notice period set by agreement between the employee and the employer and detailed in the contract of employment.

(ii) such notice is to fall wholly within term weeks.

(iii) such notice is inclusive of notice required under the NES.

(2) Maximum term employees

(i) the contract of employment may be terminated by the giving of the requisite notice period as per the NES.

(ii) such notice is to fall wholly within term weeks.

(d) Where the employer fails to give the specified notice

Where the employer fails to give the notice specified in clause 17.1(c), the employer shall pay an amount equivalent to what the employee would have been paid under this Agreement, in respect of the period of notice required by this clause 17.1, less any period of notice actually given by the employer.

(e) Where the employee fails to give the specified notice

Where the employee fails to give the notice specified in clause 17.1(c), the employer may withhold from any monies due to the employee upon termination, an amount not exceeding the amount the employee would have been paid under this Agreement in respect of the period of notice required by this clause 17.1, less any period of notice actually given by the employee.

17.2 Statement of service

Upon termination of employment of an employee (other than a casual employee) the employer shall provide, upon request, a statement of service setting out (at minimum) the commencement and cessation dates of employment; and the duties performed whilst employed.

17.3 Annual leave and school holiday leave entitlements

Upon termination of employment, an employee (other than a casual) shall be entitled to annual leave and school holiday leave entitlements calculated in accordance with clause 15.1 of this Agreement.

17.4 Long service leave entitlements

Long service leave entitlements (where applicable), shall be calculated in accordance with clause 15.7 of this Agreement.
17.5 **Monies owing under this Agreement**

On the day of termination, an employee shall be entitled to receive any outstanding accrued entitlements calculated in accordance with clause 15.1 and clause 15.7 of this Agreement,

EXCEPT in the case of summary dismissal, when the entitlements shall be paid on the next working day,

PROVIDED that where an employee has received advance payment(s) for any reason for which they would otherwise have an entitlement at the date of termination (eg prepaid school holiday leave) and/or where an employee has received an overpayment(s), for whatever reason, the employer may recover such monies from the final salary payment.

If sufficient funds are not available in the final salary payment to cover the amount owing, the employee is required to pay all amounts owing prior to the expiration of the applicable termination notice period.

---

18 **Redundancy Pay**

Redundancy pay is provided for in the NES. This clause 18 provides College specific detail and application and supplements the NES provisions.

(a) **At least 1 year but less than 10 years continuous service**

Redundancy pay entitlements are provided for in the NES.

(b) **At least 10 years continuous service**

Redundancy pay entitlement is sixteen (16) weeks payable at the employee's weekly base salary step, as prescribed in clause 8.2(a).

---

19 **Agreement Signatories**

<table>
<thead>
<tr>
<th>Signed for and on behalf of the employer</th>
<th>Scotch Oakburn College Incorporated</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Full Name and Address</strong></td>
<td><strong>Position</strong></td>
</tr>
<tr>
<td>Mr Andrew Raymond Müller</td>
<td>Employer Representative</td>
</tr>
<tr>
<td>Scotch Oakburn College</td>
<td>(Principal)</td>
</tr>
<tr>
<td>85 Penquite Road</td>
<td></td>
</tr>
<tr>
<td>NEWSTEAD, TAS 7250</td>
<td></td>
</tr>
<tr>
<td><strong>Signature</strong></td>
<td><strong>Date</strong></td>
</tr>
<tr>
<td></td>
<td>3/12/18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signed for and on behalf of the employees employed as teachers by Scotch Oakburn College Incorporated</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Full Name and Address</strong></td>
</tr>
<tr>
<td>Mrs Margaret Elvena Hughes</td>
</tr>
<tr>
<td>Scotch Oakburn College</td>
</tr>
<tr>
<td>85 Penquite Road</td>
</tr>
<tr>
<td>NEWSTEAD, TAS 7250</td>
</tr>
<tr>
<td><strong>Signature</strong></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>
Schedule 2.2—Model flexibility term
(regulation 2.08)

Model flexibility term

(1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
   (a) the agreement deals with 1 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 employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
   (c) the arrangement is genuinely agreed to by the employer and employee.

(2) The employer must ensure that the terms of the individual flexibility arrangement:
   (a) are about permitted matters under section 172 of the Fair Work Act 2009; and
   (b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
   (c) result in the employee being better off overall than the employee would be if no arrangement was made.

(3) The employer must ensure that the individual flexibility arrangement:
   (a) is in writing; and
   (b) includes the name of the employer and employee; and
   (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
   (d) includes details of:
(i) the terms of the enterprise 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
(e) states the day on which the arrangement commences.

(4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

(5) The employer or 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 employer and employee agree in writing—at any time.
IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2018/6720

Applicant:
ANDREW RAYMOND MÜLLER SCOTCH OAKBURN COLLEGE INCORPORATED

Undertaking- section 190

I, ANDREW RAYMOND MÜLLER, PRINCIPAL of SCOTCH OAKBURN COLLEGE INCORPORATED give the following undertakings with respect to the SCOTCH OAKBURN COLLEGE (TEACHERS) ENTERPRISE AGREEMENT 2019 ("the Agreement"): 

1. I have the authority given to me by SCOTCH OAKBURN COLLEGE INCORPORATED to provide this undertaking in relation to this application before the Fair Work Commission.

2. Clause 15.8(c) Public Holidays does not apply and has been replaced with the following:

(c) An employee shall be entitled to the following public holidays without loss of pay:

(1) New Year's Day;
(2) Australia Day;
(3) Labour Day;
(4) Good Friday;
(5) Easter Monday;
(6) ANZAC Day;
(7) Queen's Birthday;
(8) Launceston Show Day;
(9) Recreation Day;
(10) Christmas Day; and
(11) Boxing Day.

PROVIDED that public holidays which fall during school holiday periods shall be considered to be school holiday leave for the purpose of calculating leave entitlements prescribed in clause 15.1 of this Agreement.

PROVIDED FURTHER that where there is an inconsistency between the Agreement and the NES, the more beneficial entitlements of the NES shall apply.
Employer name: SCOTCH OAKBURN COLLEGE INCORPORATED

Authority to sign: ANDREW RAYMOND MÜLLER

Signature: 

Date: 24/1/19