DEcision

Fair Work Act 2009
s.185—Enterprise agreement

The Uniting Church in Australia Property Trust (Tas) T/A Scotch Oakburn College
(AG2016/5631)

SCOTCH OAKBURN COLLEGE (NON-TEACHING STAFF)
ENTERPRISE AGREEMENT, 2016 - 2019

Tasmania

COMMISSIONER LEE MELBOURNE, 21 NOVEMBER 2016

Application for approval of the Scotch Oakburn College (Non-Teaching Staff) Enterprise Agreement, 2016 - 2019.

[1] An application has been made for approval of an enterprise agreement known as the Scotch Oakburn College (Non-Teaching Staff) Enterprise Agreement, 2016 - 2019 (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). It has been made by The Uniting Church in Australia Property Trust (Tas) T/A Scotch Oakburn College. The Agreement is a single enterprise agreement.

[2] The Applicant 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] 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 28 November 2016. The nominal expiry date of the Agreement is 31 December 2019.

COMMISSIONER

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<Price code G, AE422278   PR587727>
Annexure A

The Scotch Oakburn College (Non-Teaching Staff) Enterprise Agreement 2016 – 2019 is to be read in conjunction with the following amendments given as an undertaking to the Fair Work Commission by the employer, Uniting Church of Australia Property Trust (TAS) trading as Scotch Oakburn College.

Clause 9.7 Split Shifts

Clause 9.7 does not apply and has been replaced with the following:

(a) This clause 9.7 does not apply to casuals.
(b) Employees may be required to work split shifts.
(c) A full time employee shall be entitled to a 15% shift loading on all split shifts worked in excess of 160 in any one school year.
(d) Pro-rata applies for part-time employees.

In the context of this clause, pro-rata is determined by the number of split shifts (days) a part time employee works per week comparative to a full-time employee, calculated as:

Number of worked days per week \times 160 split shifts

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<tr>
<td>5 days</td>
<td>160 split shifts</td>
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<tr>
<td>4 days</td>
<td>128 split shifts</td>
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<td>3 days</td>
<td>96 split shifts</td>
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<tr>
<td>2 days</td>
<td>64 split shifts</td>
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<tr>
<td>1 day</td>
<td>32 split shifts</td>
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Clause 10.2(b)

Additional Ordinary Hours

Clause 10.2(b) does not apply and has been replaced with the following:

(b) Additional ordinary hours

(1) A part-time employee who is required to work beyond their normal rostered hours shall be paid at the casual rate of pay up to a maximum of eight (8) hours in any one day.
(2) Hours worked in excess of eight (8) hours in any one day shall be payable at the overtime rate as prescribed in Clause 10.10 of this Agreement.
(3) Where additional hours are worked on a day the employee is already attending for work, the minimum casual engagement of two (2) hours shall not apply.
(4) Additional hours worked in accordance with this clause 10.2(b) shall not accrue leave entitlements under this Agreement.

Signed for and on behalf of the employer

Uniting Church in Australia Property Trust (TAS)
trading as Scotch Oakburn College

<table>
<thead>
<tr>
<th>Full Name and Address</th>
<th>Position</th>
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<tbody>
<tr>
<td>Mr Calton John Frame</td>
<td>Employer Representative</td>
</tr>
<tr>
<td>85 Penquite Road</td>
<td>(Business Manager)</td>
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<tr>
<td>NEWSTEAD, TAS 7250</td>
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Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.
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1 Application

1.1 Parties bound

This Agreement shall be known as the Scotch Oakburn College (Non-Teaching Staff) Enterprise Agreement, 2016 - 2019 and is binding upon:

(a) The Uniting Church in Australia Property Trust (TAS) trading as Scotch Oakburn College, 85 Penquote Road, Launceston, 7250 [the employer]; and

(b) Subject to clause 1.2(c), any person employed as non-teaching staff by the employer.

1.2 Scope

The Scotch Oakburn College (Non-Teaching Staff) Enterprise Agreement 2016 - 2019:

(a) Shall apply to the Uniting Church in Australia Property Trust (TAS) trading as Scotch Oakburn College, 85 Penquote Road, Launceston, 7250 in respect of the employment of non-teaching staff for whom a position classification exists under this Agreement.

(b) Operates to the exclusion of the Educational Services (Schools) General Staff 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:

(1) salaried managerial and/or salaried specialist positions covered by individual contracts of employment;

(2) boarding house employees; and

(3) apprentices.

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 (Non-Teaching Staff) Enterprise Agreement 2012 - 2015;

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

The purpose of this Agreement is:

(a) To provide opportunities for the Board, management, teaching staff and non-teaching staff employees of the College to work together in contributing to the College's aims, objectives and philosophy.

(b) To provide a working environment that provides opportunities for employee development and fulfilment and promotes an inclusive, mutually respectful relationship between employer and employee.

(c) To 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.

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

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

(f) To develop management systems and work practices capable of assuring all stakeholders of the quality of the College's services.

(g) To maintain the College as a provider of services to the community through the continued awareness of increasing pressures on operating costs and encouragement of optimum resource usage.

(h) To provide a safer and better working environment.

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

(j) To provide an environment in which employees care about their work and take pride in their contribution.

3 Operation

3.1 Date of operation

This Agreement applies seven (7) days from the date the Agreement is approved by the Fair Work Commission (FWC) and shall remain in operation until 31 December, 2019.
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 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) overtime rates;
   (iii) penalty rates;
   (iv) allowances; and
   (v) 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 3.3(b)(1); and

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

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

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

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

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

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

(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;
  
  (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:
  
  (1) either party, 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 3.3 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.

### 3.4 Consultation regarding major workplace change

#### (a) Application

This clause 3.4 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 3.4(a)(1)
  
  (i) the employer must notify the relevant employee(s) of the decision to introduce the major change; and
  
  (ii) sub-clauses 3.4(b)(2) to 3.4(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 3.4(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 3.4(b)(1)(i); 3.4(b)(2) and 3.4(b)(3) are taken not to apply.

(7) Significant effect
In this clause 3.4(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 employee(s) 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 3.4(a)(2):
   (i) the employer must notify relevant employee(s) of the proposed change; and
   (ii) sub-clauses 3.4(c)(2) to 3.4(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 3.4(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 3.4, relevant employee(s) means the employee(s) who may be affected by a change referred to in sub-clause 3.4(a).

3.5 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 3.5.
In the first instance, the parties must attempt to resolve such a dispute at the workplace level by:

(1) discussions between the employee or employees 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 or employees concerned and more senior levels of management as appropriate.

Where the dispute is unable to be resolved at the workplace level, and all appropriate steps under clause 3.5(c) have been taken, a party to the dispute may then refer the dispute to the Fair Work Commission.

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

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 including, but not limited to, mediation, conciliation and arbitration.

Whilst the parties are trying to resolve the dispute using the procedures in this clause 3.5:

(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:

**Afternoon shift** means any shift that finishes after 7.30pm and at or before midnight.

**Applicable consumer price index (CPI)** means the annual CPI Hobart percentage for the September 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.

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]); 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 non-teacher and for whom a position classification exists under this Agreement, as prescribed in clause 7.

Employer means the Uniting Church in Australia Property Trust (TAS) trading as Scotch Oakburn College.

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

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.

Intermittent employee means any employee whose period of employment, of an unspecified period, whether for full or part-time, but whose employment is terminable by the employer in accordance with the employer’s requirements.

Maximum term employee means any employee whose period of employment, whether for full or part-time, is for a maximum specified period only.

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.

Night shift means any shift finishing after midnight and at or before 8.00am.

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

Ordinary hours of work mean hours of work between Monday and Sunday and within the limits prescribed in clause 9.2 of this Agreement.
Ordinary time rate means the minimum weekly wage rate as prescribed in clauses 10.4 and 10.5 of this Agreement, for each position classification as prescribed in clause 7 (or the minimum hourly wage rate equal to one thirty eighth (1/38) of the minimum weekly wage rate).

Permanent night shift means a night shift which does not alternate with another shift so as to give the employee at least one third (1/3) of their working time off-shift over a particular cycle.

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.

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).

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

---

5 Contract of Employment

5.1 Employment classification

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

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

5.2 Terms of engagement

(a) Upon appointment, the employer shall inform the employee of the terms of engagement in particular:

(1) employment classification as prescribed in clause 5.1 above;
(2) position classification as prescribed in clause 7 of this Agreement;
(3) relevant rate of pay; and
(4) shiftwork requirements (if any).

(b) The employer may direct employees to carry out certain duties as prescribed in clause 8 of this Agreement. Such duties may or may not, include duties at a higher or lower position classification as prescribed in clause 8 of this Agreement.

(c) All newly commencing employees (except casual employees) shall be subject to the employer’s probation period as set out in clause 6 of this Agreement.
5.3 Full-time employment (permanent, maximum term and intermittent)

(a) A full-time **employee** is an **employee** engaged to work:

(1) 38 hours per week for the full **school year**; or

(2) an average of 38 hours per week across the full **school year**, as prescribed in **clause 9.2(a)** of this Agreement.

(b) A full-time **employee** shall be paid in accordance with **clause 10.1** of this Agreement.

5.4 Part-time employment (permanent, maximum term, and intermittent)

(a) A part-time **employee** is an **employee** who is engaged to work on a regular basis:

(1) for a period of:

(i) less than 38 **ordinary hours** per week or an average of less than 38 **ordinary hours** per week as prescribed in **clause 9.2(b)** of this Agreement; and/or

(ii) for less than a full **school year**; or

(2) for a period of:

(i) 38 **ordinary hours** per week or an average 38 **ordinary hours** per week as prescribed in **clause 9.2(b)** of this Agreement; and

(ii) for less than a full **school year**.

(b) A part-time **employee** shall be entitled to the **benefits** under this Agreement on a pro-rata basis.

(c) A part-time **employee** shall be paid in accordance with **clause 10.2** of this Agreement.

5.5 Casual employment

(a) A casual **employee** shall be engaged by the hour.

(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) A casual **employee** means an **employee** specifically employed as such, who:

(1) is employed on an irregular basis as and when required by the **employer**; for

(2) a period as prescribed in **clause 9.2(c)**; and

(3) receives a loading in lieu of annual leave, personal leave and public holidays as prescribed in **clause 10.3(a)(2)** of this Agreement.

(d) A casual **employee** shall be paid in accordance with **clause 10.3** of this Agreement.
6 Probation

6.1 Exclusions

This clause 6 does not apply to casual employees.

6.2 Application

(a) Nothing in this agreement shall be construed as making probationary employment mandatory.

(b) Unless otherwise stated in the contract of employment all employees shall be engaged as a probationary employee for an initial probationary period of not more than thirteen (13) weeks.

(c) The employer shall provide the probationary employee with feedback about their work performance. Where areas of unsatisfactory performance are identified, the probationary employee shall be made aware of the standards of satisfactory performance required and the dates by which they are required to be achieved.

(d) The employer shall complete a probationary review before the end of the probationary period specified in the contract of employment and immediately inform the employee of the outcome of this review under the following terms:

(1) where the employer has determined that the probationary employee has satisfactorily completed their probation, the employee shall be so advised and employment shall continue in accordance with the contract of employment.

(2) where the employer has determined that the probationary employee has not satisfactorily met the work performance requirements of the employer during the probationary period, the employee shall be so advised and:

(i) the employee’s employment may be terminated in accordance with clause 6.3 of this Agreement; or

(ii) the employer and employee may mutually agree to an extension of the probationary period.

(3) where the employer fails to complete the required final probationary review within the time specified, the employee shall be deemed to have successfully completed the probationary employment period, unless the failure to review occurs due to circumstances beyond the employer’s control.

(e) Successful completion of a period of probationary employment does not provide an employee who is not a permanent employee (i.e. a maximum term or intermittent employee) with any right to permanent employment beyond the specified period of their appointment.
6.3 Termination during probation

(a) Nothing in this clause 6 shall prevent the employer from terminating a probationary employee's employment at any time during the probationary period of employment.

(b) Termination by either party during the period of probation shall be with the giving of a notice period in accordance with the NES, or payment in lieu thereof.

7 Position Classifications

7.1 Classifications

An employee shall be:

(a) Classified according to the position classification structure as prescribed in clause 7.3; and

(b) Be paid the minimum wage as prescribed in clauses 10.4 and 10.5, commensurate with the assigned position classification.

7.2 Classification dimensions

(a) Current and future positions shall be classified based on the following dimensions:

1. nature of tasks performed;
2. level of supervision;
3. degree of autonomy;
4. qualifications required; and
5. skills and experience required.

(b) The classification structure of clause 7.3 below shall provide an indicative, but not exhaustive, list of positions appropriate to each classification.
7.3 Classification structure

(a) Classification groups and indicative positions.

<table>
<thead>
<tr>
<th>Classification Group</th>
<th>Relativity (%)</th>
<th>Indicative Positions</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>85</td>
<td>- Kitchen Attendant</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Laundry Attendant</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Labourer</td>
</tr>
<tr>
<td>B</td>
<td>90</td>
<td>- Teachers Aide (first year of experience)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Groundsperson</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Driver (vehicles not requiring endorsed licence)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Trades Assistant</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Unqualified Cook</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Cleaner</td>
</tr>
<tr>
<td>C</td>
<td>95</td>
<td>- Teachers Aide (experienced)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Driver (vehicles requiring an endorsed licence)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- General Clerical Officer (first year of experience)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Tuckshop Coordinator</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Laboratory Assistant</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Library Assistant</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- IT Assistant</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Group B employees working alone with responsibility for security and general running of an area</td>
</tr>
<tr>
<td>D</td>
<td>100</td>
<td>- Teachers Aide (senior)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Tradesperson</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- General Clerical Officer (experienced)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Library Officer</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- First Aid/Administration Officer</td>
</tr>
<tr>
<td>E</td>
<td>110</td>
<td>- Tradesperson (special class)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Senior Clerical Officer</td>
</tr>
<tr>
<td>F</td>
<td>120</td>
<td>- Junior School Care Coordinator</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Laboratory Technician</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- IT Technician</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Library Officer (senior)</td>
</tr>
<tr>
<td>G</td>
<td>130</td>
<td>- Laboratory Technician (senior)</td>
</tr>
</tbody>
</table>
(b) Classification groups and dimensions.

### Group A

<table>
<thead>
<tr>
<th>Nature of Tasks</th>
<th>Basic tasks carried out within established guidelines or instructions.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level of Supervision</td>
<td>May carry out basic tasks performed within established guidelines or instruction without supervision, otherwise direct supervision.</td>
</tr>
<tr>
<td>Degree of Autonomy</td>
<td>Limited, and within the scope of employee's work and level of qualification, skills and experience.</td>
</tr>
<tr>
<td>Qualifications</td>
<td>None.</td>
</tr>
<tr>
<td>Skills and Experience</td>
<td>Ability and aptitude for type of work.</td>
</tr>
</tbody>
</table>

### Group B

<table>
<thead>
<tr>
<th>Nature of Tasks</th>
<th>Routine tasks carried out within established guidelines or instructions. Positions graded at this level involve tasks requiring a higher level of skill than Group A positions.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level of Supervision</td>
<td>May carry out routine tasks performed within established guidelines or instructions without supervision, otherwise direct supervision.</td>
</tr>
<tr>
<td>Degree of Autonomy</td>
<td>Limited, and within the scope of employee's work and level of qualification, skills and experience.</td>
</tr>
<tr>
<td>Qualifications</td>
<td>Relevant Certificate II or equivalent or previous relevant on the job training as appropriate (or relevant experience deemed equivalent to either of these by the employer).</td>
</tr>
<tr>
<td>Skills and Experience</td>
<td>Sufficient skills and/or experience to carry out the position tasks.</td>
</tr>
</tbody>
</table>
### Group C

<table>
<thead>
<tr>
<th>Nature of Tasks</th>
<th>Generally routine, though positions graded at this level involve tasks requiring a higher level of skill than Grade B positions.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level of Supervision</td>
<td>General.</td>
</tr>
<tr>
<td>Degree of Autonomy</td>
<td>Exercises discretion and judgement in how routine tasks are to be performed. Positions graded at this level may involve significant proportion of work in locations (eg, off campus) or at times (eg, out of normal work hours), where the employee may exercise discretion and judgement about their work.</td>
</tr>
<tr>
<td>Qualifications</td>
<td>Relevant Certificate II or equivalent or previous relevant on the job training as appropriate (or relevant experience deemed equivalent to either of these by the employer). Positions graded at this level may require specific accreditation relevant to the position tasks such as an endorsed driver's licence, competency or certificates.</td>
</tr>
<tr>
<td>Skills and Experience</td>
<td>Typically an employee at this level has acquired skills through either experience (suitable to the employer) or training or both. Typically, a position graded at this level will involve tasks that require a level of skill higher than that required for positions graded at Group B, but not of a level of complexity requiring Trade or Certificate III qualifications.</td>
</tr>
</tbody>
</table>

### Group D

<table>
<thead>
<tr>
<th>Nature of Tasks</th>
<th>May involve a broad range of tasks, though undertaken within established guidelines. Positions graded at this level involve tasks requiring a higher level of skill than Grade C positions.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level of Supervision</td>
<td>General and periodic only.</td>
</tr>
<tr>
<td>Degree of Autonomy</td>
<td>Exercise significant initiative, discretion and judgement in the organisation of the employee's work and has some authority to adapt work methods in dealing with problems.</td>
</tr>
<tr>
<td>Qualifications</td>
<td>Relevant Trade or Certificate III or Certificate IV or equivalent (or relevant experience deemed equivalent to either of these by the employer).</td>
</tr>
<tr>
<td>Skills and Experience</td>
<td>Typically an employee at this level has acquired skills through either experience (suitable to the employer) or training or both. The employee has significant knowledge of the policies and procedures of the College and is able to apply and articulate this knowledge as required.</td>
</tr>
</tbody>
</table>
### Group E

<table>
<thead>
<tr>
<th>Nature of Tasks</th>
<th>Work involves a broad range of complex tasks which are undertaken within the range of their skills and knowledge. The employee is responsible and accountable for their own work. Positions graded at this level involve tasks requiring a higher level of skill than Grade D positions.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level of Supervision</td>
<td>Minimal and periodic only.</td>
</tr>
<tr>
<td>Degree of Autonomy</td>
<td>Exercise significant initiative, discretion and judgement in carrying out their work.</td>
</tr>
<tr>
<td>Qualifications</td>
<td>Relevant Post Trade or equivalent (or relevant experience deemed equivalent to either of these by the employer).</td>
</tr>
<tr>
<td>Skills and Experience</td>
<td>Typically an employee at this level has acquired skills through either experience (suitable to the employer) or training or both. The employee has significant knowledge of the policies and procedures of the College and is able to apply and articulate this knowledge when required.</td>
</tr>
</tbody>
</table>

### Group F

<table>
<thead>
<tr>
<th>Nature of Tasks</th>
<th>Work involves a broad range of complex tasks which are undertaken within the range of the employee’s skills and knowledge. The employee is responsible and accountable for their own work. Positions graded at this level involve tasks requiring a higher level of skill than Grade E positions.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level of Supervision</td>
<td>Supervision is by means of reporting to a more senior officer as required.</td>
</tr>
<tr>
<td>Degree of Autonomy</td>
<td>Exercise significant initiative, discretion and judgement in carrying out their work.</td>
</tr>
<tr>
<td>Qualifications</td>
<td>Relevant Associate Diploma or equivalent (or relevant experience deemed equivalent to either of these by the employer).</td>
</tr>
<tr>
<td>Skills and Experience</td>
<td>The employee is able to articulate and apply contemporary tertiary level expertise in their specialist field. The employee has significant knowledge of the policies and procedures of the College and is able to apply and articulate this knowledge when required.</td>
</tr>
</tbody>
</table>
## Group G

<table>
<thead>
<tr>
<th>Nature of Tasks</th>
<th>Complex and varied including acting on the delegated authority of the Principal or Business Manager.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level of Supervision</td>
<td>Supervision is by means of reporting to the responsible Manager as required.</td>
</tr>
<tr>
<td>Degree of Autonomy</td>
<td>Work involves a broad range of complex tasks which are undertaken within the employee’s range of skills and knowledge. The employee is responsible and accountable for their own work.</td>
</tr>
<tr>
<td>Qualifications</td>
<td>Relevant Associate Diploma or equivalent (or relevant experience deemed equivalent to either of these by the employer).</td>
</tr>
<tr>
<td>Skills and Experience</td>
<td>Necessary technical and personal skills to effectively and efficiently carry out a senior support role. The employee has significant knowledge of the policies and procedures of the College and is able to apply and articulate this knowledge when required.</td>
</tr>
</tbody>
</table>

### 8 Higher and Lower Duties

(a) The employer may direct an employee to carry out such duties as are within the limits of the employee’s skill, competence and training consistent with the position classification structure prescribed in clause 7 of this Agreement.

**PROVIDED** that such duties are not designed to promote deskilling.

**PROVIDED ALSO** that such duties are of a temporary nature and for a specified period of time only.

(b) Where an employee:

(1) has been assigned duties by an appropriately authorised representative of the employer; and

(2) the wage rate for the assigned duties exceeds the wage rate for the employee’s usual position classification.

The employee shall be paid as prescribed in clause 10.11 of this Agreement.
9 Hours of Work

9.1 Hours of work

All hours of work shall be either:

(a) Ordinary hours as prescribed in clause 9.2 of this Agreement; or

(b) Overtime hours as prescribed in clause 9.3 of this Agreement.

9.2 Ordinary hours

This clause 9.2 refers to ordinary hours of work. Pre-approved hours that exceed the specified ordinary hours shall be deemed overtime hours, payable as prescribed in clause 9.3 of this Agreement.

(a) Full-time employees (permanent, maximum term or intermittent)

Ordinary hours of work for a full-time employee shall be for a full school year at:

(1) 38 hours per week; or

(2) 160 hours per four (4) week period - [152 paid at ordinary time rate and eight (8) hours banked at ordinary time rate to be taken as prescribed in clause 9.8(b)(4) of this Agreement]; or

(3) 152 hours per four (4) week period inclusive of one (1) paid rostered day off on full pay in each such period.

(b) Part-time employees (permanent, maximum term, or intermittent)

Ordinary hours of work for a part-time employee shall be:

(1) up to a maximum of 38 hours per week (rostered hours plus additional ordinary hours as prescribed in clause 10.2(b) of this Agreement);

(2) to be worked in not more than eight (8) hours in any one day;

(3) on five (5) consecutive days;

PROVIDED that where mutually agreed, such hours need not be worked on consecutive days.

(c) Casual employees

Ordinary hours of work for a casual employee shall be:

(1) up to a maximum of 38 hours per week;

(2) to be worked in not more than eight (8) hours in any one day.

(d) Depending upon when they are worked, ordinary hours may be:

(1) ordinary hours without penalties; or

(2) ordinary hours with penalties.
Within a spread of hours from 6.30am – 7.30pm No penalty applies.

On a Saturday Penalty applies as prescribed in clauses 9.4(a) and 10.7 of this Agreement.

On a Sunday Penalty applies as prescribed in clauses 9.4(a) and 10.7 of this Agreement.

On a Public Holiday Penalty applies as prescribed in clauses 9.4(b) and 10.9 of this Agreement.

After 7.30pm and at or before midnight Penalty applies as prescribed in clauses 9.4(c) and 10.8 of this Agreement.

After midnight and at or before 8.00am Penalty applies as prescribed in clauses 9.4(c) and 10.8 of this Agreement.

(e) Payment for ordinary hours

Ordinary hours of work shall be paid as prescribed in clause 10 of this Agreement.

9.3 Overtime hours

(a) The employer may require an employee to work reasonable overtime hours in excess of the ordinary hours of work.

(b) All overtime hours must be pre-approved by the employer prior to being worked.

(c) An employee shall be paid overtime for all authorised work performed in excess of the ordinary hours of work as prescribed in clause 9.2(a(b)) and (c) of this Agreement.

(d) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

1) any risk to employee health and safety;
2) the employee’s personal circumstances including any family responsibilities;
3) the needs of the employer;
4) the notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and
5) any other relevant matter.

9.4 Penalty hours

(a) Saturday and Sunday work

An employee who works on a Saturday or Sunday shall be entitled to receive a penalty as prescribed in clause 10.7 of this Agreement, in addition to their ordinary time rate of pay for all hours worked.
(b) Public holidays

An employee who works on a public holiday as prescribed in clause 13.7 of this Agreement shall be entitled to receive a penalty as prescribed in clause 10.9, in addition to their ordinary time rate of pay for all hours worked.

(c) Shiftwork

(1) shifts may be worked at such hours as mutually agreed between the employer and employee.

(2) depending upon when the shift is worked, a shift shall be designated as either:
   (i) An afternoon shift; or
   (ii) A night shift.

(3) shifts may be worked on any day of the week including Saturdays and Sundays, in such a manner that ensures the employee engaged on shift work shall have a minimum of at least two (2) consecutive days off in one (1) week.

(4) an employee engaged on afternoon or night shift shall be entitled to receive a penalty as prescribed in clause 10.8 of this Agreement, in addition to their ordinary time rate of pay for all hours worked.

(5) an employee engaged to work a permanent night shift shall be entitled to receive a penalty as prescribed in clause 10.8 of this Agreement, in addition to their ordinary time rate of pay for all hours worked.

9.5 Hours of work that include both overtime hours and penalty hours

Penalty rates and overtime rates are not cumulative. Where an employee is entitled to more than one (1) penalty rate or overtime rate, the employee shall be entitled to be paid the highest single rate to the employee’s advantage.

For example: An employee works nine (9) hours [with a half hour unpaid meal break] on a Sunday from 11.00am to 8.30pm. The employee is entitled to be paid the highest single rate to their advantage (Option C).

<table>
<thead>
<tr>
<th>Options for Payment</th>
<th>Rate of Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>A 8 ordinary hours (no penalties) at ordinary time rate of pay + 1 hour at overtime rate of pay</td>
<td>8 hours at 100% + 1 hour at 150%</td>
</tr>
<tr>
<td>B 9 hours at [ordinary time rate of pay + afternoon shift penalty]</td>
<td>9 hours at 115%</td>
</tr>
<tr>
<td>C 9 hours at [ordinary time rate of pay + Sunday penalty]</td>
<td>9 hours at 200%</td>
</tr>
</tbody>
</table>

9.6 Breaks

(a) Rest breaks

At a time suitable to the employer, an employee shall be entitled to a paid rest break of ten (10) minutes for each period of three (3) hours worked, with a maximum of two (2) rest breaks per shift.

The employer and employee may mutually agree to one (1) rest break of twenty (20) minutes in place of the two (2) ten (10) minute rest breaks.
(b) Meal breaks (ordinary hours)

An employee shall be entitled to an unpaid meal break of not less than thirty (30) minutes and not more than one (1) hour, no later than five (5) hours after commencing work.

(c) Meal breaks (overtime hours)

Where the employer requires the employee to undertake more than two (2) hours overtime after the completion of a full day of work (determined by reference to the employee’s work arrangements as prescribed in clause 9.2 of this Agreement), the employer shall provide a meal to the employee.

The exceptions to this are:

1. if the employee could reasonably return home for a meal; or
2. it is not possible to provide a meal, the employer shall pay a meal allowance as prescribed in clause 11.1 of this Agreement.

9.7 Split shifts

Employees may be required to work split shifts without penalty.

9.8 Rostered days off

(a) The entitlement to rostered days off varies according to an employee’s hours of work as defined in clause 9.2 of this Agreement.

(b) Where by agreement or at the direction of the employer, an employee’s hours of work as defined in clause 9.2 of this Agreement, results in an accrual of 24 minutes for each eight (8) hour day worked, giving rise to the employee’s entitlement to take rostered days off:

1. each day of paid leave taken by the employee shall be regarded as a day worked for the purpose of accruing an entitlement under clause 9.8(b) above, excluding the following:
   i. long service leave;
   ii. annual leave;
   iii. any period of stand-down; and
   iv. any period of absence for which workers compensation payments apply.

2. rostered days off shall not be regarded as part of the employee’s annual leave for any purpose.

3. an employee shall not be entitled to more than twelve (12) rostered days off in any twelve (12) months of consecutive employment.

4. all rostered days off must be taken within the twelve (12) month period in which they are accrued.

5. an employee who is scheduled to take a rostered day off before having worked a complete cycle as prescribed in clause 9.2 of this Agreement, shall be paid a pro-rata amount for the time that the employee has accrued in accordance with clause 9.8(b) above.

6. an employee whose employment is terminated in the course of a cycle shall be paid a pro-rata amount for the time that the employee has accrued in accordance with clause 9.8(b) above.

7. the day on which a rostered day off is taken shall be determined by mutual agreement between the employer and the employee, having regards to the needs of the College.
10 Wages

10.1 Full-time employees (permanent, maximum term and intermittent)

Ordinary hours

A full-time employee shall be paid the minimum weekly wage rate as prescribed in clauses 10.4 and 10.5 of this Agreement for the employee’s position classification as prescribed in clause 7.

10.2 Part-time employees (permanent, maximum term and intermittent)

(a) Ordinary hours

A part-time employee shall be paid an hourly rate of one thirty eighth ($1/38$) of the minimum weekly wage rate as prescribed in clauses 10.4 and 10.5 of this Agreement for the employee’s position classification as prescribed in clause 7.

(b) Additional ordinary hours

A part-time employee who is required to work beyond their normal rostered hours shall be paid at the ordinary time rate of pay up to a maximum of eight (8) hours in any one day. Hours worked in excess of that shall be payable at the overtime rate as prescribed in clause 10.10 of this Agreement.

(c) Minimum engagement

A part-time employee shall be engaged for a minimum of two (2) hours per day unless negotiated otherwise by mutual agreement between the employer and the employee.

10.3 Casual employees

(a) Ordinary hours

A casual employee shall be paid an hourly rate of:

1. one thirty eighth ($1/38$) of the minimum weekly wage rate as prescribed in clauses 10.4 and 10.5 of this Agreement for the employee’s position classification as prescribed in clause 7; PLUS

2. a loading of twenty percent (20%) of the ordinary time rate of pay for each hour worked, in lieu of an entitlement to Annual Leave, Personal Leave and Public Holidays as prescribed in clauses 13.1, 13.2 and 13.7 of this Agreement;

Provided that, should the Educational Services (Schools) General Staff Award 2010 rate plus 25% be greater than the Scotch Oakburn College (Non-Teaching Staff) Agreement 2016 rate plus 20%, then the Award rate plus 25% shall apply.

(b) Minimum engagement

A casual employee shall be engaged for a minimum of two (2) hours per day unless negotiated otherwise by mutual agreement between the employer and the employee.
10.4 Minimum ordinary time wage rates (adult employees)

(a) Annual wage rates 2016 and 2017

The minimum weekly wage rate for a full-time adult employee for 2016 and 2017 shall be as per the following position classification wage scale and shall be applied on the first full pay period commencing on or after 1 February:

<table>
<thead>
<tr>
<th>Position Classification</th>
<th>FFPP* 1 Jan</th>
<th>FFPP* 1 Feb (+2.75%)</th>
<th>FFPP* 1 Feb (+2.75%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A0 85%</td>
<td>762.49</td>
<td>783.46</td>
<td>805.00</td>
</tr>
<tr>
<td>A1 +2%</td>
<td>777.70</td>
<td>799.09</td>
<td>821.06</td>
</tr>
<tr>
<td>A2 +4%</td>
<td>793.04</td>
<td>814.85</td>
<td>837.26</td>
</tr>
<tr>
<td>B0 90%</td>
<td>807.45</td>
<td>829.65</td>
<td>852.47</td>
</tr>
<tr>
<td>B1 +2%</td>
<td>823.61</td>
<td>846.26</td>
<td>869.53</td>
</tr>
<tr>
<td>B2 +4%</td>
<td>839.76</td>
<td>862.85</td>
<td>886.58</td>
</tr>
<tr>
<td>C0 95%</td>
<td>852.28</td>
<td>875.72</td>
<td>899.80</td>
</tr>
<tr>
<td>C1 +2%</td>
<td>869.38</td>
<td>893.29</td>
<td>917.85</td>
</tr>
<tr>
<td>C2 +4%</td>
<td>886.34</td>
<td>910.71</td>
<td>935.76</td>
</tr>
<tr>
<td>D0 100%</td>
<td>897.11</td>
<td>921.78</td>
<td>947.13</td>
</tr>
<tr>
<td>D1 +2%</td>
<td>915.01</td>
<td>940.17</td>
<td>966.03</td>
</tr>
<tr>
<td>D2 +4%</td>
<td>933.05</td>
<td>958.71</td>
<td>985.07</td>
</tr>
<tr>
<td>E0 110%</td>
<td>986.77</td>
<td>1,013.91</td>
<td>1,041.79</td>
</tr>
<tr>
<td>E1 +2%</td>
<td>1,006.56</td>
<td>1,034.24</td>
<td>1,062.68</td>
</tr>
<tr>
<td>E2 +4%</td>
<td>1,026.21</td>
<td>1,054.43</td>
<td>1,083.43</td>
</tr>
<tr>
<td>F0 120%</td>
<td>1,076.55</td>
<td>1,106.16</td>
<td>1,136.57</td>
</tr>
<tr>
<td>F1 +2%</td>
<td>1,098.09</td>
<td>1,128.29</td>
<td>1,159.32</td>
</tr>
<tr>
<td>F2 +4%</td>
<td>1,119.64</td>
<td>1,150.43</td>
<td>1,182.07</td>
</tr>
<tr>
<td>G0 130%</td>
<td>1,166.21</td>
<td>1,198.48</td>
<td>1,231.23</td>
</tr>
<tr>
<td>G1 +2%</td>
<td>1,189.50</td>
<td>1,222.21</td>
<td>1,255.82</td>
</tr>
<tr>
<td>G2 +4%</td>
<td>1,212.92</td>
<td>1,246.28</td>
<td>1,280.55</td>
</tr>
</tbody>
</table>

*FFPP means first full pay period beginning on or after 1 February*
(b) Annual wage rates 2018 and 2019

The minimum weekly wage rate for a full-time adult employee for 2018 and 2019 shall be determined by the Negotiating Committee in accordance with clause 10.4(c) of this Agreement.

1. The Negotiating Committee shall include all employee representative members of the 2015 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 shall meet no later than August 2017 to determine a percentage increase to be applied to the minimum weekly wage rate for a full-time adult employee within the position classification wage scale.

3. The agreed % increases for 2018 and 2019 shall be applied on the first full pay period commencing on or after 1 February.

(c) Annual wage setting mechanism

Annual wage adjustments will be determined by the Negotiating Committee as a result of discussions that shall include consideration of a number of factors including (but not limited to):

1. wage movements within the State of Tasmanian in general;
2. the state of the Tasmanian economy;
3. the Applicable Consumer Price Index (CPI); and
4. College enrolments.

PROVIDED the minimum increase in any single calendar year during the life of the Agreement, shall be 1%.

(d) Rates effective to

Wage rates adjusted in accordance with this clause 10.4 shall remain in effect until the first full pay period commencing on or after 1 February of the following year.

10.5 Minimum ordinary time wage rates (junior employees)

The minimum wage rate for a junior employee shall be a percentage of the minimum adult rate prescribed in clause 10.4 above, for the employee's position classification prescribed in clause 7 of this Agreement.

<table>
<thead>
<tr>
<th>Age</th>
<th>% of Adult Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 18 years of age</td>
<td>55</td>
</tr>
<tr>
<td>18 to 19 years of age</td>
<td>65</td>
</tr>
<tr>
<td>19 to 20 years of age</td>
<td>80</td>
</tr>
<tr>
<td>20 to 21 years of age</td>
<td>95</td>
</tr>
</tbody>
</table>
10.6 Wage rates – ordinary hours (no penalties)

Ordinary hours of work (no penalties) as prescribed in clause 9.2 of this Agreement are payable at the following rates:

<table>
<thead>
<tr>
<th>Full-time employee</th>
<th>The applicable ordinary time rate of pay as prescribed in clauses 10.4 and 10.5 above.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part-time employee</td>
<td>The applicable ordinary time rate of pay as prescribed in clauses 10.4 and 10.5 above.</td>
</tr>
</tbody>
</table>
| Casual employee    | (i) The applicable ordinary time rate of pay as prescribed in clauses 10.4 and 10.5 above; PLUS  
                           (ii) A loading of 20% as prescribed in clause 10.3(a)(2) above. |

10.7 Wage rates – ordinary hours (Saturday/Sunday penalties)

Ordinary hours worked on a Saturday or Sunday as prescribed in clause 9.4(a) of this Agreement are payable at the following rates:

<table>
<thead>
<tr>
<th></th>
<th>Saturday</th>
<th>Sunday</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full-time employee</td>
<td>Ordinary time rate of pay + 50%</td>
<td>Ordinary time rate of pay + 100%</td>
</tr>
<tr>
<td>Part-time employee</td>
<td>Ordinary time rate of pay + 50%</td>
<td>Ordinary time rate of pay + 100%</td>
</tr>
<tr>
<td>Casual employee</td>
<td>Ordinary time rate of pay + 70%</td>
<td>Ordinary time rate of pay + 120%</td>
</tr>
</tbody>
</table>

10.8 Wage rates – ordinary hours (shift work penalties)

Ordinary hours worked on an afternoon shift, night shift or permanent night shift, as prescribed in clause 9.4(c) of this Agreement are payable at the following rates:

<table>
<thead>
<tr>
<th></th>
<th>Afternoon Shift after 7.30pm &amp; at or before midnight</th>
<th>Night Shift after midnight &amp; at or before 8.00am</th>
<th>Permanent Night Shift</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full-time employees</td>
<td>ordinary time rate of pay + 15%</td>
<td>ordinary time rate of pay + 15%</td>
<td>ordinary time rate of pay + 30%</td>
</tr>
<tr>
<td>Part-time employee</td>
<td>ordinary time rate of pay + 15%</td>
<td>ordinary time rate of pay + 15%</td>
<td>ordinary time rate of pay + 30%</td>
</tr>
<tr>
<td>Casual employee</td>
<td>ordinary time rate of pay + 35%</td>
<td>ordinary time rate of pay + 35%</td>
<td>ordinary time rate of pay + 50%</td>
</tr>
</tbody>
</table>
10.9 Wage rates – ordinary hours (public holiday penalties)

(a) Where an employee is entitled to take a public holiday as prescribed in clause 13.7 of this Agreement (i.e. the employee otherwise would have been at work but takes the day off), the employee shall receive a penalty as prescribed in clause 9.4(b), to be paid in the following manner:

<table>
<thead>
<tr>
<th>Takes a Public Holiday</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Full-time employee</strong></td>
</tr>
<tr>
<td><strong>Part-time employee</strong></td>
</tr>
<tr>
<td><strong>Casual employee</strong></td>
</tr>
</tbody>
</table>

(b) Where an employee works a public holiday as prescribed in clause 13.7 of this Agreement, the employee shall be paid in the following manner:

<table>
<thead>
<tr>
<th>Works a Public Holiday</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>All employees except casuals</strong></td>
</tr>
<tr>
<td>Where the public holiday is worked at the employer’s request</td>
</tr>
<tr>
<td>1. ordinary time rate of pay + 150%; OR</td>
</tr>
<tr>
<td>2. where mutually agreed:</td>
</tr>
<tr>
<td>(i) ordinary time rate of pay + 50%; PLUS</td>
</tr>
<tr>
<td>(ii) an alternative working day off in lieu at the ordinary time rate of pay, that is, an hour for each hour worked; to be taken within one (1) month of the public holiday for which it was substituted.</td>
</tr>
</tbody>
</table>

Where the public holiday is:

1. worked at the employee’s request; and
2. on day on which the employee is usually rostered to work:
   (i) payment for the public holiday at ordinary time rate of pay; PLUS
   (ii) time off in lieu at ordinary time rate of pay; to be taken within one (1) month of the public holiday for which it was substituted at a mutually agreeable time.

Where the public holiday is:

1. worked at the employee’s request; and
2. on day on which the employee is NOT usually rostered to work:
   (i) payment for the public holiday at ordinary time rate of pay; PLUS
   (ii) time off in lieu, unpaid; to be taken within one (1) month of the public holiday for which it was substituted at a mutually agreeable time.

| Casual employees | ordinary time rate of pay + 50% |
10.10 Wage rates – overtime hours

(a) Where an employee works overtime as prescribed in clause 9.3 of this Agreement, the employee shall be paid in the following manner:

<table>
<thead>
<tr>
<th>Overtime at whose request?</th>
<th>Where the overtime is worked at the employer’s request</th>
</tr>
</thead>
<tbody>
<tr>
<td>All employees except casuals</td>
<td>1. Overtime paid at the time it is accrued at the following rates:</td>
</tr>
<tr>
<td></td>
<td><strong>Overtime (OT) Incurred</strong></td>
</tr>
<tr>
<td></td>
<td>For the first two (2) hours</td>
</tr>
<tr>
<td></td>
<td>All hours thereafter</td>
</tr>
</tbody>
</table>

**OR**

2. Overtime deferred for payment during a non term time period at the following rates:

<table>
<thead>
<tr>
<th>Overtime (OT) Incurred</th>
<th>Overtime (OT) Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>For the first two (2) hours</td>
<td>Ordinary time rate of pay + 50%</td>
</tr>
<tr>
<td>All hours thereafter</td>
<td>Ordinary time rate of pay + 100%</td>
</tr>
</tbody>
</table>

**OR**

3. Time in lieu to be taken:
   (i) at the ordinary time rate of pay, that is, an hour for each hour worked; and
   (ii) at a mutually agreeable time, within the twelve (12) month period in which it was accrued.

Where overtime is worked at the employee’s request

Time in lieu to be taken:
   (i) at the ordinary time rate of pay, that is, an hour for each hour worked; and
   (ii) at a mutually agreeable time, within the twelve (12) month period in which it was accrued.

(b) In computing overtime:
   (1) each day’s work shall stand alone which means overtime shall be calculated daily;
   (2) overtime hours stand alone which means that where overtime is worked; other penalty rates cannot be applied concurrently as prescribed in clause 9.5 of this Agreement.
10.11 Wage rates – higher duties

Where an employee has been assigned a higher duty(s) as prescribed in clause 8(b) of this Agreement, the employee shall be paid at the wage rate commensurate with the duty(s) undertaken.

10.12 Wage rates – overnight experiential learning programs

Employees required to attend an approved overnight experiential learning program as part of their duties, shall be entitled to wage payments calculated as follows:

(a) On the first and last day of the employee’s attendance on the program, the employee shall be paid a maximum of nine (9) hours of work at the employee’s ordinary time rate of pay, depending upon the time of departure and the time of return respectively.

(b) On any other day whilst on an approved program, the employee shall be paid for eleven (11) hours of work at the employee’s ordinary time rate of pay.

10.13 Wage rates – bus driver wait time

An employee who is engaged as a bus driver on a single day charter may have a rostered shift divided into a number of work periods, with no requirement to return to the depot during the rostered shift. Such an employee shall be paid waiting time at the rate of fifty percent (50%) of the ordinary time rate of pay plus any applicable penalty or loading;

PROVIDED that the waiting time so paid for, shall not be taken into account in the computation of hours for overtime purposes.

10.14 Wage commencement

(a) Employees shall commence on the minimum pay point (Level 0) as prescribed in clause 10.4 of this Agreement, for the position classification as prescribed in clause 7.

(b) The Business Manager has authority to appoint employees to pay points above the minimum on a discretionary basis.

10.15 Wage progression

(a) Exclusions

This clause 10.15 does not apply to casual employees.

(b) Wage progression

Wage progressions are 2% of the minimum pay point (Level 0) for each position classification as prescribed in clause 10.4 of this Agreement.

Each position classification has two (2) progression points, Level 1 and Level 2.

Employees shall be eligible to progress to the next highest pay point within the prescribed position classification:

(1) upon completion of 12 months service at the previous pay point; and

(2) subject to satisfactory performance at the current pay point.

(c) Wage progression withheld

Where performance is considered to be less than satisfactory and progression is withheld, performance counselling shall be provided to the employee as appropriate.
(d) Wage progression suspended or withdrawn

Where an employee has progressed but is not performing at the level required to retain that pay point, the employee's appointment to that pay point may be:

(1) suspended for a period, subject to further assessment; or
(2) withdrawn.

That is, an employee may have their wage adjusted downwards to the pay point below their existing pay point, or adjusted downwards to the minimum pay point (Level 0) of their assigned position classification.

In either instance:

(3) the Business Manager shall notify the employee of the decision in writing;
(4) the decision shall take place from the end of the month in which the notice is given; and
(5) the employee's wage shall be adjusted accordingly.

(e) Final arbiter

The Business Manager shall be the final arbiter on an employee's:

(1) progression to the next pay point;
(2) adjustments to the current pay point as a result of a wage progression suspension; and
(3) adjustments to the current pay point as a result of a wage progression withdrawal.

10.16 Wage payments

(a) Payment shall be made fortnightly by Electronic Funds Transfer (EFT) to an account nominated by the employee.

(b) Employees shall be provided with written or electronic details of all monies due, no later than the Tuesday following each pay period.

10.17 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 minimum ordinary time wage rates applicable under this Agreement.

10.18 Recovery of overpayment(s)

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

PROVIDED that the fortnightly 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 fortnightly wage payment (after tax and approved deductions),

EXCEPT where an employee elects to repay the overpayment(s) at a higher rate.
11 Allowances

11.1 Meal

(a) Employees entitled to a meal allowance as prescribed in clause 9.6(c)(2) of this Agreement shall receive an allowance of $14.65.

(b) From the first full monthly pay period commencing on or after 1 February, the meal allowance shall be adjusted annually over the life of the Agreement by the Applicable Consumer Price Index (CPI), rounded up or down to the nearest dollar.

11.2 Overnight experiential learning programs

(a) Employees required to attend approved overnight experiential learning programs as prescribed in clause 15, will be paid the following allowance(s):

(1) $32.45 per night; and

(2) an additional $158.22 payment or a day in lieu, the timing of which shall be mutually agreeable between the employee and the College, where the approved 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) A disturbance allowance may be paid where an employee has been disturbed from their sleep by a student on more than one (1) occasion throughout a single night.

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

(1) where it is not a compulsory curriculum based program; and/or

(2) where attendance is on a voluntary basis.

(d) From the first full monthly pay period commencing on or after 1 February, the overnight experiential learning program allowance shall be adjusted annually over the life of the Agreement by the Applicable Consumer Price Index (CPI), rounded up or down to the nearest dollar.

(e) The overnight experiential learning program allowance may be packaged on behalf of the employee in accordance with clause 12.3(a)(1) of this Agreement, with contributions being made to the employee’s superannuation fund.

11.3 Supervisor

(a) This clause 11.3 applies to permanent employees only.

(b) An allowance of $50 per week shall be payable to a permanent employee who has been made responsible by the employer for the ongoing supervision and direction of three (3) or more other employees.

(c) Any such allowance shall not be paid for those periods the employee is on annual leave or stand down.

(d) From the first full monthly pay period commencing on or after 1 February, the supervisor allowance shall be adjusted annually over the life of the Agreement by the Applicable Consumer Price Index (CPI), rounded up or down to the nearest dollar.
11.4 Travel
(a) Where the employer requires the employee to use their own vehicle in the performance of their duties, the employee shall be entitled to receive an allowance of $0.36 per kilometre.

(b) From the first full monthly pay period commencing on or after 1 February, the travel allowance shall be adjusted annually over the life of the Agreement by the Applicable Consumer Price Index (CPI), rounded up or down to the nearest dollar.

(c) Where appropriate the employer may require the employee to use a hire car instead of their own car;

PROVIDED that where such hire car has been provided by the employer, the employee shall not be entitled to receive an allowance.

11.5 Uniforms
Employees required to wear a uniform that are entitled to be paid an allowance as prescribed in clause 16(b) of this Agreement, shall receive:

(a) A uniform allowance of $1.20 per day up to a maximum of $6.00 per week; and

(b) A laundry allowance of $0.30 per day up to a maximum of $1.50 per week.

(c) From the first full monthly pay period commencing on or after 1 February, the uniform allowance shall be adjusted annually over the life of the Agreement by the Applicable Consumer Price Index (CPI), rounded up or down to the nearest dollar.

11.6 Paid maternity leave
This clause 11.6 applies to permanent employees only.

(a) Employees entitled to paid maternity leave as prescribed in clause 13.10 of this Agreement shall be entitled to the following allowance:

(1) Employees employed for a minimum period of twelve (12) months and less than three (3) years.

an employee:

(i) who has been employed on a permanent basis (full-time or part-time);

(ii) for a period of not less than 12 months but less than three (3) years; and

(iii) who is eligible for maternity leave as provided for in the NES.

shall be entitled to:

(iv) a lump sum payment of an amount equivalent to three (3) weeks wages;

(v) at their wage rate level immediately prior to going on leave; and

(vi) to be paid immediately after the birth of a living child.

(2) Employees employed for a minimum period of three (3) years or more.

an employee:

(i) who has been employed on a permanent basis (full-time or part-time);

(ii) for a period of three (3) years or more; and

(iii) who is eligible for maternity leave as provided for in the NES.

shall be entitled to:

(iv) a lump sum payment of an amount equivalent to four and one half (4.5) weeks wages;

(v) at their wage rate level immediately prior to going on leave; and

(vi) to be paid immediately after the birth of a living child.
12 Remuneration Packaging

12.1 Exclusions

(a) This clause 12 does not apply to casual employees.

12.2 Application

This clause 12 applies to employees, other than casuals, who are employed:

(a) At a wage based on the minimum ordinary wage rate prescribed in clauses 10.4 and 10.5 of this Agreement; and

(b) On terms and conditions not less than those prescribed in this Agreement.

12.3 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 applicable allowances as prescribed in clause 11.

(2) a wage equal to the difference between the benefit value and the wage which would have applied to the employee under clause 10 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 wages as per clause 12.3(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 12.

(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 wage referred to in sub-clause 12.3(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
13 Leave

13.1 Annual leave

(a) Exclusions

This clause 13.1 does not apply to casual employees.

(b) NES and this agreement

Annual leave entitlements are provided for in the NES. This clause 13.1 provides College specific detail and supplements the NES provisions that deal with annual leave.
(c) Annual leave loading

(1) during a period of annual leave the employee shall be paid:
   (i) the amount of wages they would have received in respect of the ordinary
       time which would have been worked had they not been on annual leave
       during the relevant period; plus
   (ii) a loading equal to seventeen and one half percent (17.5%).

(2) in the event of an employee's weekly hours of work having varied in the period
    during which the annual leave accrued, the number of hours per week on which
    annual leave payments are calculated shall be the average number of hours per
    week worked during the said period of accrual.

(3) leave loading shall be paid out on a pro-rata basis on termination of employment.

(d) Timing of leave

(1) the annual leave provided for by this clause 13.1 shall be given and taken at a
    time mutually agreed upon by the employer and the employee;
    PROVIDED that no entitlement shall be permitted to accrue beyond six (6)
    months after becoming due.

(2) where the employer and the employee so agree, annual leave may be broken into
    any combination;
    PROVIDED that one (1) period shall be at least two (2) weeks (equivalent to ten
    (10) working days).

(3) in the absence of agreement, annual leave shall be given in one (1) period at a
    time fixed by the employer;
    (i) after at least one (1) month's notice to the employee; and
    (ii) within six (6) months of the date when the annual leave became due.

(e) Paid leave in advance of accrued leave entitlement

(1) the employer may allow the employee to take paid annual leave either wholly or
    partly in advance, before the leave has accrued.

(2) where such paid leave is taken, a further period of annual leave shall not
    commence to accrue until after the expiration of the period in respect of which
    annual leave has been taken before it accrued.

(3) where paid leave has been granted pursuant to this sub-clause 13.1(e) and the
    employee subsequently leaves or is discharged from the service of the employer
    before completing the required amount of service to account for the leave
    provided in advance, the employer is entitled to deduct the amount of leave in
    advance still owing, from any remuneration payable to the employee upon
    termination of employment.

(f) Cashing out of accrued leave entitlement

Accrued annual leave entitlements may be cashed out subject to:

(1) mutual agreement between the employer and employee;

(2) compliance with NES requirements in relation to the cashing out of leave; and

(3) consideration of Workplace Health and Safety matters including, but not limited
    to, when the employee's last period of leave was taken and for how long,
13.2 Paid personal leave

(a) Exclusions
This clause 13.2 does not apply to:

1. casual employees; and
2. part-time employees (permanent, maximum term or intermittent) for whom the personal leave day is not a day which the employee would have worked, had it not been deemed a personal leave day; and
3. employees entitled to a period of absence covered by Workers Compensation.

(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.

(d) Personal leave and termination of employment
Accrued but untaken personal leave will not be paid out to an employee upon termination of employment.

(e) Discretionary additional leave
In cases where the leave of an employee has been exhausted and the employer considers that extenuating circumstances exist, the employer may, in its discretion, grant further paid or unpaid leave.

13.3 Unpaid carers leave
Unpaid carers leave entitlements are provided for in the NES.

13.4 Paid compassionate leave

(a) Exclusions
This clause 13.4 does not apply to:

1. casual employees; and
2. part-time employees (permanent, maximum term or intermittent) for whom the compassionate leave day is not a day which the employee would have worked, had it not been deemed a compassionate leave day.

(b) NES and this agreement
Paid compassionate leave entitlements are as provided for in the NES. This clause 13.4 provides College specific detail and application and supplements the NES provisions.

(c) Entitlement
Employees, other than those prescribed in clause 13.4(a) above, shall be entitled to be absent for up to three (3) days per occasion, without loss of pay;

13.5 Unpaid compassionate leave
Unpaid compassionate leave entitlements are provided for in the NES.
13.6 Long service leave

(a) Employees other than a casual employee

(1) Entitlement
An employee, other than a casual 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) Wages payable during long service leave
Entitlements as prescribed in clause 13.6(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 provisions
All other long service leave provisions, other than those covered under Section 12 of the Tasmanian Long Service Leave (State Employees) Act, 1994 are as per 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.

13.7 Public holidays

(a) Exclusions
This clause 13.7 does not apply to:

(1) casual employees; and
(2) part-time employees (permanent, maximum term or intermittent) for whom the public holiday is not on a day which the employee would have worked, had it not been deemed a public holiday.

(b) Public holidays
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.

(c) Payment for public holidays

(1) an employee who is entitled to take a public holiday shall be paid as prescribed in clause 10.9(a) of this Agreement.

(2) an employee who works on a public holiday shall be paid as prescribed in clause 10.9(b) of this Agreement.
13.8 Community service leave
Community service leave entitlements are provided for in the NES.

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

13.10 Paid maternity leave
(a) Application
This clause 13.10 applies to permanent employees only.

(b) Employees employed for a period of twelve (12) months or more service, shall be entitled to an allowance in accordance with clause 11.6 of this Agreement.

(c) An employee shall be required to complete a period of at least twelve (12) months of service following a return to work from paid maternity leave, before being eligible to request a further allowance of paid maternity leave in accordance with clause 11.6 of this Agreement.

13.11 Paid partner leave
(a) Application
This clause 13.11 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) five (5) days paid leave;
(2) at their wage classification level 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 twenty one (21) 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 13.11.
13.12 Communicable diseases leave

(a) Exclusions
This clause 13.12 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 13.12 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 13.12(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.

13.13 Family violence leave

(a) Exclusions
This clause 13.13 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 Business Manager’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 Business Manager or in the Business Manager’s absence, his or her delegate.

14 Professional Learning

(a) Professional learning is an essential element of development for all employees at Scotch Oakburn College and takes many forms, both external and internal to the College.

(b) Where an employee wishes to attend professional learning they shall be required to complete the necessary application form and have it approved by their immediate Supervisor and/or the Business Manager.

(c) Where the College requires an employee to attend professional learning the employee shall attend as required.

(d) Where a staff member is required by the College to attend professional learning on a day they would not otherwise be at work, the employee shall be paid for the actual hours spent at professional learning, as set out in the employee’s timesheet.
15 Overnight Experiential Learning Programs

The College and employees recognize the important relationship of co-curricular activities and the learning of students.

Employees required to attend an approved overnight experiential learning program shall be entitled to:

(a) An allowance in accordance with clause 11.2 of this Agreement; and
(b) Wages calculated in accordance with clause 10.12 of this Agreement.

16 Uniforms

Where the employer requires the employee to wear a uniform during the performance of the employee’s duties, the employer may elect:

(a) the uniform to be provided at the employer’s expense, with laundering and maintenance at the employee’s expense; or
(b) the employee to be paid an allowance as prescribed in clause 11.5 of this Agreement.

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 does not apply to 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, and casual employees

The contract of employment may be terminated by either party by the giving of the requisite notice period as provided for in the NES.

(2) Casual employees

The engagement is by the hour and employment may be terminated by the giving of one (1) hours’ notice by either party, unless termination is by mutual consent in which case no notice period is required.

EXCEPT where a casual employee is engaged for a period of three (3) hours or more in which case two (2) hours’ notice is required, unless termination is by mutual consent in which case no notice period is required.

(3) Maximum term employees

The contract of employment may be terminated by either party by the giving of the requisite notice period as provided for in the NES.

EXCEPT upon expiration of the maximum appointment period as specified in the contract of employment whereupon, no notice period is required by either party.
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(c), less any period of notice actually given by the employer.

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(c), less any period of notice actually given by the employee.

17.2 Summary dismissal

The employer shall be entitled to summarily dismiss an employee for default that constitutes serious misconduct or neglect of duty or actions which would justify instant dismissal. In such cases any monies due to the employee under this Agreement, shall be paid up to the time of dismissal only.

17.3 Annual leave entitlements

Upon termination of employment, an employee other than a casual employee shall be entitled to annual leave entitlements calculated in accordance with clause 13.1 of this Agreement.

17.4 Long service leave entitlements

Long service leave entitlements (where applicable), shall be calculated in accordance with clause 13.6 of this Agreement.

17.5 Rostered days off entitlements

Rostered days off entitlements (where applicable), shall be calculated in accordance with clauses 9.2(a) and 9.8 of this Agreement.

17.6 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 13.1 and clause 13.6 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(s) for which they would otherwise have an entitlement at the date of termination (e.g., prepaid uniform allowance; paid leave in advance of accrued leave entitlement etc.) and/or where an employee has received an overpayment(s), for whatever reason(s), the employer may recover such monies from the final wage payment.

If sufficient funds are not available in the final wage 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

Redundancy entitlements are provided for in the NES.

19 Signatories to the Agreement

Signed for and on behalf of the employer
Uniting Church in Australia Property Trust (TAS)
trading as Scotch Oakburn College

<table>
<thead>
<tr>
<th>Full Name and Address</th>
<th>Position</th>
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<tbody>
<tr>
<td>Mr Calton John Frame</td>
<td>Employer Representative</td>
</tr>
<tr>
<td>85 Penquite Road</td>
<td>(Business Manager)</td>
</tr>
<tr>
<td>NEWSTEAD, TAS 7250</td>
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</tr>
<tr>
<td>Signature</td>
<td>Date</td>
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<td>[Signature]</td>
<td>[Date]</td>
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Signed for and on behalf of the employees employed as non-teaching staff
by the Uniting Church in Australia Property Trust (TAS)
trading as Scotch Oakburn College

<table>
<thead>
<tr>
<th>Full Name and Address</th>
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<tbody>
<tr>
<td>Mr Geoffrey John Stubbs</td>
<td>Employee Bargaining Representative</td>
</tr>
<tr>
<td>85 Penquite Road</td>
<td>(Non-Teaching Employee)</td>
</tr>
<tr>
<td>NEWSTEAD, TAS 7250</td>
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The Scotch Oakburn College (Non-Teaching Staff) Enterprise Agreement 2016 – 2019 is to be read in conjunction with the following amendments given as an undertaking to the Fair Work Commission by the employer, Uniting Church of Australia Property Trust (TAS) trading as Scotch Oakburn College.

**Clause 9.7**

**Split Shifts**

Clause 9.7 does not apply and has been replaced with the following:

(a) This clause 9.7 does not apply to casuals.

(b) Employees may be required to work split shifts.

(c) A full time employee shall be entitled to a 15% shift loading on all split shifts worked in excess of 160 in any one school year.

(d) Pro-rata applies for part-time employees.

In the context of this clause, pro-rata is determined by the number of split shifts (days) a part time employee works per week comparative to a full-time employee, calculated as:

\[
\text{Number of worked days per week} \times \frac{160 \text{ split shifts}}{5 \text{ days}}
\]

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<th>Worked days per week</th>
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<tr>
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<td>64 split shifts</td>
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<td>1 day</td>
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**Clause 10.2(b)**

**Additional Ordinary Hours**

Clause 10.2(b) does not apply and has been replaced with the following:

(b) Additional ordinary hours

(1) A part-time employee who is required to work beyond their normal rostered hours shall be paid at the casual rate of pay up to a maximum of eight (8) hours in any one day.

(2) Hours worked in excess of eight (8) hours in any one day shall be payable at the overtime rate as prescribed in clause 10.10 of this Agreement.

(3) Where additional hours are worked on a day the employee is already attending for work, the minimum casual engagement of two (2) hours shall not apply.

(4) Additional hours worked in accordance with this clause 10.2(b) shall not accrue leave entitlements under this Agreement.

Signed for and on behalf of the employer
Uniting Church in Australia Property Trust (TAS)
trading as Scotch Oakburn College

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