



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Scotch Oakburn College Incorporated T/A Scotch Oakburn College
(AG2022/4847)

SCOTCH OAKBURN COLLEGE (TEACHERS) ENTERPRISE AGREEMENT 2023

Educational services

COMMISSIONER LEE

MELBOURNE, 9 DECEMBER 2022

Application for approval of the Scotch Oakburn College (Teachers) Enterprise Agreement 2023

[1] An application has been made for approval of an enterprise agreement known as the *Scotch Oakburn College (Teachers) Enterprise Agreement 2023* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by 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. The undertakings are taken to be a term of the agreement.

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

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

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 1 January 2023. The nominal expiry date of the Agreement is 31 December 2026.



COMMISSIONER

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2022/4847

Applicant:
Scotch Oakburn College

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Andy Müller, Principal have the authority given to me by Scotch Oakburn College to give the following undertakings with respect to the Scotch Oakburn College (Teachers) Enterprise Agreement 2023 ("the Agreement"):

1. A casual Teacher shall be engaged for a period of not more than 4 consecutive weeks, or 4 consecutive term weeks.

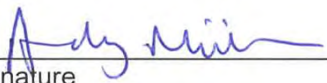
A casual Teacher engagement may be extended by mutual agreement between the employee and the employer provided the total period of the engagement:

(a) does not exceed one school term;

or

(b) a total of 10 weeks in any other case.

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



Signature

6/12/22

Date

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.

TEACHERS ENTERPRISE AGREEMENT 2023-2026



SCOTCH OAKBURN COLLEGE
CREATING THE FUTURE

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Application

1.1 Parties bound

This Agreement shall be known as the Scotch Oakburn College (Teachers) Enterprise Agreement 2023 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 2023:

- (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 2019*

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 2023 and shall remain in operation until 31 December 2026.

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 twenty-eight (28) days notice of termination in writing to the other party; or
 - (2) if the employer and employee agree in writing — at any time.
- (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]); **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:
 - (1) a relevant degree at an Australian University (or the equivalent as determined by the National Office of Overseas Skills Recognition) and;
 - (2) 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;
 - (3) when **(b)(1)** and **(b)(2)** above are taken together, required at least five (5) years of relevant full-time study.

Four year trained teacher means a teacher who is:

- (a) registered to teach in the State of Tasmania; and
- (b) has completed:
 - (1) a degree in Education that required four (4) years of full-time study at an Australian University; or
 - (2) a relevant degree at an Australian University (or the equivalent as determined by the National Office of Overseas Skills Recognition) and;
 - (i) 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;
 - (ii) when **(b)(2)** and **(b)(2)(i)** above are taken together, required at least four (4) years of relevant full-time study.

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.

PLT means structured Professional Learning Teams to ensure optimal learning practices for the purpose of improving teaching practice across each year level.

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).

PROVIDED that where a part-time employee makes a request to the employer to reduce some of their teacher duties, eg co-curricular, and the request is approved, the employer will reduce the employee's pay/FTE proportionate to the reduced duties.

- (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.
- (c) 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) 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 15% of the part-time employee's substantive FTE and is a direct result of either:
 - i. a change in year level, subject or timetabled period necessary to make the timetable operational; or
 - ii. a change in funding, enrolment, curriculum or a planned class not commencing.
 - iii. In circumstances where the application of [5.4\(e\)\(2\)](#) reduces a part-time employee's existing FTE the employee will be entitled to seven (7) weeks' notice of the variation in writing. In the absence of the requisite notice period being provided, the salary of the employee's existing FTE is to be maintained for the balance of the seven (7) weeks' 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.
- (b) 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.
- (c) A maximum term [employee](#) (part-time) shall be pro-rata of a maximum term (full-time) [employee](#) as prescribed in [clause 5.6\(b\)](#).
- (d) 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 a school year 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.
- (b) Teachers are not generally required to attend for periods of time where the students are not present, subject to the needs of the employer with regard to professional development, student free days and other activities requiring the employee's attendance.

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

- (c) Teacher duties can include, but are not limited to:
- (1) timetabled lessons and substitutions [subject to [clause 7.3](#)];
 - (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](#)];
 - (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 teams and PLT [subject to [clauses 7.3](#)];
 - (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\(f\)](#)]
-

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 learning 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) Personal 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).

Graduate Teachers in their first year of service as a Teacher shall receive an **additional** minimum aggregate total of .10 of teaching load free as additional personal planning time (pro-rata for part-time employees does apply).

(c) PLT (Professional Learning Teams) time (employees – Elphin Campus)

A full-time employee (Elphin Campus) shall receive a minimum aggregate total of two (2) hours per fortnight free for PLT (professional learning teams) (pro-rata for part-time employees does apply).

(d) Team planning and/or action research planning (employees – Elphin Campus)

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

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 team 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).

- (2) A full-time employee (Elphin Campus) shall receive an additional minimum aggregate total of two (2) hours per fortnight for team planning purposes, the timing of which is to be mutually agreed between the employee and management.

(e) Timetabled lessons and/or specified activities (employees – Penquite Campus)

An employee (Penquite Campus) shall not be required to undertake teacher duties as listed below for more than 40 hours per fortnight, unless mutually agreed otherwise between the employer and employee (excluding additional teacher duties in lieu of attendance at overnight experiential learning programs):

- (1) timetabled lessons (including substitutions taken); and/or
- (2) the following specified activities:

- (i) mentor group
- (ii) year level meeting
- (iii) assemblies

Graduate Teachers in their first year of service as a Teacher shall receive an **additional** minimum aggregate total of .10 of teaching load free as additional personal planning time (pro-rata for part-time employees does apply).

(f) **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 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 activities are reduced to accommodate the additional co-curricular load.

- (3) Employees working as classroom Teachers predominately within the Early Learning Centre shall not be required to undertake a co-curricular load, in recognition of the unique requirements of the age group and time allocation of duties associated with class.

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 activities:
 - mentor group;
 - year level meeting; and
 - assemblies.
 - (iii) co-curricular.

8.2 Full-time employees (permanent and maximum term)

(a) Annual salary rates 2023 and 2024 (inclusive of leave loading)

The minimum annual salary rate payable for a full-time [employee](#) for 2023 and 2024 shall be as per the following salary scale:

Salary Step Level	% of Step 8	Annual Salary* (\$) as at 01/01/2023	Annual Salary* (\$) as at 01/03/2023 [3.5% increase]	Annual Salary* (\$) as at 01/03/2024 [3.0% increase]
U1	62	66,430	68,755	70,817
U2	67	71,787	74,299	76,528
Step 1	72	77,144	79,844	82,239
Step 2	76	81,429	84,279	86,808
Step 3	80	85,715	88,715	91,377
Step 4	84	90,001	93,151	95,945
Step 5	88	94,286	97,586	100,514
Step 6	92	98,573	102,023	105,084
Step 7	96	102,858	106,459	109,652
Step 8	100	107,144	110,894	114,221
Step 9	104	111,430	115,330	118,790

*annual salaries are inclusive of leave loading and have been rounded to the nearest dollar

(b) Annual salary rates, 2025 and 2026

The minimum annual salary rate payable for a full-time [employee](#) for , 2025 and 2026 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 2022 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 2024 to determine a percentage increase to be applied to the [Scotch Oakburn Rate](#).
- (3) The agreed % increase for 2025 shall be applied from 1 March 2025.
- (4) The agreed % increase for 2026 shall be applied from 1 March 2026.

(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 also give consideration to a number of other factors including (but not limited to):

- (i) salary movements within the State of Tasmania 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 and the co curricular over benchmark allowance scale prescribed in [Appendix A](#) 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**

$$\frac{\text{annual salary scale step}}{200}$$

(2) **rate per timetabled lesson(s)**

$$\frac{\text{number of timetabled lesson minutes taught per day}}{\text{total number of timetabled lesson minutes per day}} \times \frac{\text{annual salary scale step}}{200}$$

(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 three (3) 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:

$$\frac{\text{Employee's Annual Salary Scale Step}}{260.9}$$

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) from an employee's wages upon receipt of written permission from the Employee.

PROVIDED that where the [employee](#) fails to provide the [employer](#) with written permission to recover the overpayment(s) the Employer is entitled to seek legal advice to recover the monies owed by other means.

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 they satisfy 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 they satisfy 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 an allowance of \$55.00 per night, **PROVIDED** that,

(b) The allowance is 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; and/or

- (3) where attendance is not required as part of the compulsory student curriculum, or student and staff participation is voluntary (eg, sporting or cultural activities, Round Square Trips, including interstate and overseas trips).
- (c) From the first full monthly pay period commencing on or after 1 March 2023, overnight experiential learning program allowance shall be adjusted annually over the life of the Agreement by the agreed applicable salary percentage increase.
- (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 in accordance with the scale contained in [Appendix A Table 2](#). Over benchmark co-curricular allowances if their [co-curricular](#) load:
 - (1) exceeds the benchmark; and
 - (2) their timetabled lessons and specified activities as prescribed in [clause 7.3](#), have not been proportionately reduced to accommodate the additional [co-curricular](#) load.
- (b) **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 Deputy Principal in consultation with the Head of the Junior School and the Co-Curricular Coordinator 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.

- (c) **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 Deputy Principal in consultation with the Head of Junior School and the Co-Curricular Coordinator 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 scale contained in Appendix A Table 1. Higher duties allowances.
- (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.

- (i) For the purposes of calculating [employee](#) entitlements and [benefits](#):
- (1) **Employees appointed for a minimum 12-month period**
Higher duties allowances are considered as part of an [employee's](#) salary and are to be taken into consideration when calculating [employee](#) leave entitlements and superannuation [benefits](#) but **excluding** annual leave loading which shall be calculated in accordance with the provisions of [clause 15.1\(d\)](#) of this Agreement.
 - (2) **Employees appointed for less than a 12-month period**
Higher duties allowances are **not** considered as part of an [employee's](#) salary and must not be taken into consideration when calculating [employee](#) entitlements (including termination entitlements), except for superannuation payments required by legislation.
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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 employee has received overpayment(s), for whatever reason:
- (1) the employer is entitled to recover overpayment(s) from an employee's wages upon receipt of written permission from the Employee.

- (2) The repayment schedule shall be determined by negotiation between the employer and the employee.
- (3) The [employee](#) shall be responsible for any other liability incurred.

PROVIDED that where the Employee fails to provide the Employer with written permission to recover the overpayment(s) the Employer is entitled to seek legal advice to recover the monies owed by other means.

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.
- (c) 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.

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

Band	A Sample of Indicative Positions
Band 1	<ul style="list-style-type: none">• Coordinator• Low-level project
Band 2	<ul style="list-style-type: none">• Head of Department (where the department is of a reasonable size and/or complexity)• Head of House• Mid-level project
Band 3	<ul style="list-style-type: none">• Deputy Head of School• High-level project

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.

(d) 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.

$$\frac{[\text{weekly base salary} \times 4 \times 17.5\%] \times \text{term weeks worked in that school year}}{\text{total term weeks in that school year}}$$
- (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.

(e) 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.

(f) 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:

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

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](#).
- (d) **Upon commencement, new employees** will be provided with their entitlement to paid personal leave under [clause 15.2 \(b\) \(c\)](#) for the initial six (6) months of their employment, with no further entitlement to paid personal leave to be accrued during the initial six months. Paid personal leave will accrue at the prescribed rate, following the completion of the initial 6 months of employment.
- (e) **Graduate Teachers** in their first year of service as a Teacher shall receive ten (10) days (pro-rata) paid personal leave on commencement of employment, at the exclusion of [15.2 \(d\)](#) not in addition to [15.2 \(d\)](#). Paid personal leave will accrue at the prescribed rate, following the completion of the initial twelve (12) months of employment.

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.
- (d) This clause (15.4) shall not apply where a communicable disease has been declared a pandemic and clause 15.16 Paid Pandemic Leave comes into effect.

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) **Early access to long service leave**
Employees shall be entitled to early access to accrued long service leave **on completion of 8 years of continuous service**.

PROVIDED that, if taken between 8 years and 10 years of continuous service, the leave is **taken in one continuous period** of a minimum of 8 weeks of leave.

PROVIDED also that, if an employee resigns from the College, **following** completion of 8 years of continuous service, they will be eligible to be paid out on termination any balance remaining of accrued long service leave at the time of resignation.

- (4) **Timing and Approval of taking long service leave**
Long service leave shall be taken at a time mutually agreed between the employee and employer.

PROVIDED that, **other than early access to long service leave as prescribed in [clause 15.7\(a\)\(3\)](#)**, an employee shall be required to take a minimum period of 5-week blocks of long service leave.

PROVIDED FURTHER that, where an employee's accrued long service leave balance exceeds 15 weeks the employer may direct the employee to take a minimum of 8 weeks of long service leave (in one continuous block) within a 12 month period of notification.

(5) **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**

(1) Calculation of long service leave entitlement for casual employees who satisfy the necessary continuous service requirements shall be in accordance with the provisions of *Section 12* of the *Tasmanian Long Service Leave (State Employees) Act, 1994*.

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

(c) **Recrediting of Leave**

(3) 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 recredited the long service leave equivalent to the period of paid compassionate leave taken.

(4) In extenuating circumstances involving serious illness or injury resulting in incapacity during any period of approved long service leave, the employee shall request to be recredited the long service leave equivalent to the approved period of paid personal leave taken. Any claims received by the employer in accordance with this sub-clause will be assessed on a case by case basis and the approval of the claim shall be at the discretion of the Principal.

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) King'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.

- (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](#).
- (b) 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](#).
- (c) 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 Paid family and domestic violence leave

- (a) **Exclusions**
This [clause 15.12](#) does not apply to casual [employees](#).
- (b) **Entitlement**
[Employees](#) experiencing [family and domestic violence](#) as defined in [clause 4](#) of this Agreement, shall be entitled to access up to ten (10) days of paid family and domestic violence leave in any single calendar year, for medical appointments, legal proceedings, relocating or making other safety arrangements and other activities related to [family violence](#).

Additional paid family and domestic 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 and domestic 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, their delegate.

15.13 Parental leave

Parental leave entitlements are provided for in the [NES](#).

15.14 Paid primary carer leave

(a) **Application**

This [clause 15.14](#) applies to permanent [employees](#) only, who have completed a period of 12 months permanent service or more.

(b) **Entitlement**

An [employee](#) who is the **primary carer** to a child(ren) entering their care, shall be entitled to:

- (1) Sixteen (16) weeks paid leave (pro-rata at their FTE);
- (2) at their wage classification level immediately prior to going on leave; and
- (3) to be taken:
 - (i) upon the birth of a living child, or a child placed for adoption (as defined by Sec 68 of the Fair Work Act 2009 (*Cth*)); or
 - (ii) immediately after a pregnancy ends, not in the birth of a living child, within 20 weeks of the expected date of birth.

PROVIDED that this leave is 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 primary carers leave, before being eligible for a further period of paid primary carers leave in accordance with this [clause 15.14](#).

15.15 Paid secondary carer leave

(a) **Application**

This [clause 15.15](#) applies to permanent [employees](#) only, who have completed a period of 12 months permanent service or more.

(b) **Entitlement**

An [employee](#) who is the secondary carer to a child(ren) entering their care, shall be entitled to:

- (1) Ten (10) days (pro-rata at their FTE) paid leave;
- (2) at their salary step and [FTE](#) immediately prior to going on leave; and
- (3) to be taken:
 - (i) upon the birth of a living child, or a child placed for adoption (as defined by Sec 68 of the Fair Work Act 2009 (*Cth*)), or at the time of hospitalisation of the expectant parent in preparation for the birth or the commencement of the parent's labour, and
 - (ii) before the conclusion of ninety (90) days (including weekends and public holidays) immediately following the day on which the child(ren) entered their care.

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 secondary carer leave, before being eligible for a further period of paid secondary carer leave in accordance with this [clause 15.15](#).

15.16 Paid pandemic leave

(a) **Exclusions**

This [clause 15.16](#) does not apply to casual [employees](#).

(b) **Operation**

This [clause 15.16](#) becomes operative when the **Tasmanian Director of Public Health declares a Public Health Emergency for the State of Tasmania in relation to a pandemic**. This [clause 15.16](#), ceases to be operative when a Public Health Emergency for the State of Tasmania in relation to a pandemic has ceased.

(c) **Entitlement**

Where, under the scope of this clause [15.16 \(b\)](#) of this agreement, an employee;

- (i) is required to isolate and/or quarantine away from work in accordance with the published Public Health orders in force at the time of the period of isolation and/or quarantine; or
- (ii) has developed symptoms consistent with those described by Public Health for the pandemic disease and is absent from work;
 1. in order to be tested; or
 2. awaiting the results of the test; or
- (iii) has received their test results which confirm they have contracted the pandemic disease;

they will, in relation to an absence as a result of any of the situations described in sub-clauses [15.16\(c\)\(i\)](#) to [\(iii\)](#) above, or any combination thereof, be entitled to up to 2 weeks (10 days pro-rata) Paid Pandemic Leave, per school year, (not carried over to next year) without deduction from their accrued Personal Leave balance, subject to the specific directions/prescribed period requirements of the Public Health Unit in force at the time of the absence.

PROVIDED that an Employee covered by this Agreement will not be entitled to the provisions of this Section where his or her absence from the school is a direct result of a breach of a public health order by the Employee.

(d) **Evidence requirements**

Where an [employee](#) has requested and/or made application for **Paid Pandemic Leave** an employee shall be required to provide evidence that would satisfy a reasonable person of the validity of their claim.

15.17 Flexible leave

(a) **Exclusions**

This [clause 15.17](#) does not apply to casual [employees](#).

(b) **Operation**

Flexible leave days under the provisions of this [clause 15.17](#) are provided to support employees and are to be taken in accordance with the Flexible leave policy.

(c) **Entitlement**

An employee shall be entitled to a total maximum of three (3) paid (pro-rata for part time employees) flexible leave days in any one school year (non-accruing);

- (i) Three (3) days (pro-rata) will be added to an employee's flexible leave balance at the commencement of the calendar year;

PROVIDED that where an employee commences during a school year, the entitlement to flexible leave will be pro-rated.

Also PROVIDED that flexible leave shall not accrue from year to year, are not payable on termination of employment, and are not transferrable such that, for whatever reason, any leave not taken within the specified period shall be forfeited.

(d) **Applying for and taking of flexible leave**

- (i) Employees shall apply for Flexible Leave in advance with as much notice as reasonably practicable, employees will be notified if the leave is approved or declined, in accordance with policy.
- (ii) Flexible Leave may be taken as part days, and the appropriate proportion of leave shall be deducted from the employee's balance

PROVIDED that Flexible Leave is taken as a maximum of 1 day per term (part days allowable).

PROVIDED FURTHER that Flexible Leave shall not be taken during 'blackout' periods as advised by the College when the academic calendar is published.

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 eg 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(j), 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, that would have otherwise been applicable to the employee under this agreement during the 4 year accrual period, if they had not elected to participate in the RLS Agreement, 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 RLS Agreement, (including variations in FTE) those variations may 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 (eg. an average of FTE hours where the FTE hours varies).

(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\(j\)](#), withdrawal from a [RLS Agreement](#) must be by mutual agreement between the [employer](#) and [participant](#); and be made in writing signed by both parties. Upon termination of the RLS Agreement the participant shall be paid an amount equal to the leave accrual period salary that has been accrued on their behalf during the leave accrual period worked, that would have otherwise been paid to the employee under this agreement during the 4 year accrual period, if they had not elected to participate in the RLS 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 17.1](#) 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 deduct from wages due to the employee under this agreement an amount that is no more than 2 weeks' wages for 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 overpayment(s) from an employee's wages upon receipt of written permission from the employee.



PROVIDED also that where the [employee](#) fails to provide the [employer](#) with written permission to recover the overpayment(s) the [employer](#) is entitled to seek legal advice to recover the monies owed by other means.

18 Redundancy Pay

Employees eligible for redundancy payment under the NES will be entitled to receive payment set out in the table below, **OR** the redundancy payment provided for the NES, whichever is greater of the two.

Period of continuous service	Weeks of Redundancy pay at <u>employee's</u> weekly base salary step, as prescribed in <u>clause 8.2(a)</u> .
Less than 1 year	0
At least 1 year but less than 2 years	4
At least 2 years but less than 3 years	6
At least 3 years but less than 4 years	9
At least 4 years but less than 5 years	12
At least 5 years but less than 6 years	15
At least 6 years but less than 7 years	18
At least 7 years but less than 8 years	21
At least 8 years but less than 9 years	24
At least 9 years but less than 10 years	24
At least 10 years	24

19 Agreement Signatories

Signed for and on behalf of the employer Scotch Oakburn College Incorporated	
Full Name and Address	Position
Mr Andrew Raymond Müller Scotch Oakburn College 85 Penquite Road NEWSTEAD, TAS 7250	Employer Representative (Principal)
Signature	Date
	8/11/22
Signed for and on behalf of the employees employed as teachers by Scotch Oakburn College Incorporated	
Full Name and Address	Position
Andy Prideaux Scotch Oakburn College 85 Penquite Road NEWSTEAD, TAS 7250	Employee Bargaining Representative (Teacher)
Signature	Date
	8/11/22

Appendix A

Table 1. Higher duties allowances

Band 1	Band 2	Band 3	Higher Duty Allowance Level	% of Salary Step 8	Annual Allowance (\$) as at 01/01/2023	Annual Allowance (\$) as at 01/03/2023 (3.5% increase)	Annual Allowance (\$) as at 01/03/2024 (3.0% increase)
Levels 1 to 6			1	1%	\$1,057.50	\$1,094.51	\$1,127.35
			2	2%	\$2,115.05	\$2,189.08	\$2,254.75
			3	3%	\$3,171.24	\$3,282.23	\$3,380.70
			4	4%	\$4,228.76	\$4,376.77	\$4,508.07
			5	5%	\$5,286.28	\$5,471.30	\$5,635.44
			6	6%	\$6,343.79	\$6,565.82	\$6,762.79
	Levels 4 to 14		7	7%	\$7,401.31	\$7,660.36	\$7,890.17
8			8%	\$8,457.53	\$8,753.54	\$9,016.15	
9			9%	\$9,515.04	\$9,848.07	\$10,143.51	
10			10%	\$10,572.55	\$10,942.59	\$11,270.87	
11			11%	\$11,630.18	\$12,037.24	\$12,398.36	
12			12%	\$12,687.59	\$13,131.66	\$13,525.61	
	Levels 12 to 20		13	13%	\$13,743.82	\$14,224.85	\$14,651.60
14			14%	\$14,801.32	\$15,319.37	\$15,778.95	
15			15%	\$15,858.83	\$16,413.89	\$16,906.31	
16			16%	\$16,916.35	\$17,508.42	\$18,033.67	
17			17%	\$17,973.88	\$18,602.97	\$19,161.06	
18			18%	\$19,030.09	\$19,696.14	\$20,287.02	
19			19%	\$20,087.59	\$20,790.66	\$21,414.38	
20			20%	\$21,145.12	\$21,885.20	\$22,541.76	

Table 2. Co-Curricular over benchmark allowances

Co-Curricular Over Benchmark Allowance Level	% of Salary Step 8	Annual Allowance (\$) as at 01/01/2023	Annual Allowance (\$) as at 01/03/2023 (3.5% increase)	Annual Allowance (\$) as at 01/03/2024 (3.0% increase)
4	1%	\$1,057.50	\$1,094.51	1,127.35
5	2%	\$2,115.05	\$2,189.08	\$2,254.75
6	3%	\$3,171.24	\$3,282.23	\$3,380.70
7	4%	\$4,228.76	\$4,376.77	\$4,508.07

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2022/4847

Applicant:
Scotch Oakburn College

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Andy Müller, Principal have the authority given to me by Scotch Oakburn College to give the following undertakings with respect to the Scotch Oakburn College (Teachers) Enterprise Agreement 2023 ("the Agreement"):

1. A casual Teacher shall be engaged for a period of not more than 4 consecutive weeks, or 4 consecutive term weeks.

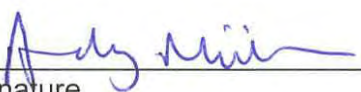
A casual Teacher engagement may be extended by mutual agreement between the employee and the employer provided the total period of the engagement:

(a) does not exceed one school term;

or

(b) a total of 10 weeks in any other case.

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



Signature

6/12/22

Date