



# Scotch Oakburn College (Staff) Enterprise Agreement 2024 - 2027

Your IEU-negotiated Agreement  
covering your pay and conditions



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# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Scotch Oakburn College Incorporated T/A Scotch Oakburn College**  
(AG2023/4677)

## **SCOTCH OAKBURN COLLEGE (STAFF) ENTERPRISE AGREEMENT, 2024 - 2027**

Educational services

COMMISSIONER YILMAZ

MELBOURNE, 31 JANUARY 2024

*Application for approval of the Scotch Oakburn College Staff Enterprise Agreement, 2024 - 2027*

[1] An application has been made for approval of an enterprise agreement known as the *Scotch Oakburn College Staff Enterprise Agreement, 2024 - 2027* (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 are relevant to this application for approval and have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in ss.186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[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, will operate from 7 February 2024. The nominal expiry date of the Agreement is 31 December 2027.



COMMISSIONER

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## Annexure A

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THE FAIR WORK COMMISSION

FWC Matter No.: **AG2023/4677**

**Application for approval of the Scotch Oakburn College Staff Enterprise Agreement 2024 -2027**

Applicant:

**Scotch Oakburn College**


**Section 185 – Application for approval of a single enterprise agreement**

### Undertaking – Section 190

I, **Karen van der Aa, Business Manager**, have the authority given to me by Scotch Oakburn College to give the following undertakings with respect to the **Scotch Oakburn College Staff Enterprise Agreement 2024 -2027** ("the Agreement"):

1. **Clause 9.2 (d) Table: Ordinary hours worked and Penalty**  
Within a spread of ordinary hours from 6.30am – 6.30pm
2. **Clause 4 Definitions**  
Afternoon shift means any shift that finishes after 6.30pm and at or before midnight.
3. **Clause 10.3**  
PROVIDED that, should the Educational Services (Schools) General Staff Award 2010 rate plus 25% be greater than the Scotch Oakburn College Staff Agreement 2024 rate plus 20%, then the Agreement rate plus 25% shall apply.

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

Signature 

Date 19 January 2024

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.



**SCOTCH OAKBURN COLLEGE**  
**CREATING THE FUTURE**

Scotch  
Oakburn  
College  
Staff  
Enterprise  
Agreement

2024 - 2027

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# 1 Application

## 1.1 Parties bound

This Agreement shall be known as the Scotch Oakburn College (Staff) Enterprise Agreement, 2024 - 2027 and is binding upon:

- (a) Scotch Oakburn College Inc, 85 Penquite Road, Launceston, 7250 [the [employer](#)]; and
- (b) Subject to [clause 1.2\(c\)](#), any person employed as non-teaching staff by the [employer](#).

## 1.2 Scope

The Scotch Oakburn College (Staff) Enterprise Agreement 2024 - 2027:

- (a) Shall apply to the Scotch Oakburn College Inc, 85 Penquite Road, Launceston, 7250 in respect of the employment of non-teaching staff for whom a position classification exists under this Agreement.
- (b) Operates to the exclusion of the *Educational Services (Schools) General Staff Award 2010* or any other modern award. While this Agreement is in force, no other Federal or State Awards or Agreements shall apply.
- (c) Does not (however named) cover:
  - (1) salaried managerial and/or salaried specialist positions covered by individual contracts of employment;
  - (2) boarding house [employees](#); and
  - (3) apprentices.

## 1.3 No further claims

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

## 1.4 Supersession

This Agreement supersedes the *Scotch Oakburn College (Non-Teaching Staff) Enterprise Agreement 2020 - 2023*;

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

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## 2 Agreement Purpose

The purpose of this Agreement is:

- (a) To provide opportunities for the Board, management, teaching staff and staff [employees](#) of the [College](#) to work together in contributing to the [College's](#) aims, objectives and philosophy.
- (b) To provide a working environment that provides opportunities for [employee](#) development and fulfilment and promotes an inclusive, mutually respectful relationship between [employer](#) and [employee](#).
- (c) To maintain and improve the productivity, efficiency, flexibility and effectiveness of the [College](#) through the implementation of agreed measures, as soon as practicable, which will increase the performance of the [College](#) and offer secure, worthwhile and fulfilling employment for [employees](#).
- (d) To adopt a consultative and participative approach to implement increased and sustained improvement in performance across all areas of operation of the [College](#).
- (e) To develop an environment of continuous improvement conducive to a flexible work organisation able to respond to changing demands in education.
- (f) To develop management systems and work practices capable of assuring all stakeholders of the quality of the [College's](#) services.
- (g) To maintain the [College](#) as a provider of services to the community through the continued awareness of increasing pressures on operating costs and encouragement of optimum resource usage.
- (h) To provide a safer and better working environment.
- (i) To ensure the continuation of the stable industrial relations framework that exists within the [College](#).
- (j) To provide an environment in which [employees](#) care about their work and take pride in their contribution.

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## 3 Operation

### 3.1 Date of operation

This Agreement applies seven (7) days from the date the Agreement is approved by the Fair Work Commission (FWC) and shall remain in operation until 31 December, 2027.

## 3.2 National employment standards (NES) and this agreement

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

## 3.3 Agreement flexibility

- (a) Notwithstanding [clause 1.3](#), the [employer](#) reserves the right to make additional payments to individuals where it deems appropriate.
- (b) Notwithstanding any other provision of this Agreement, the [employer](#) and individual [employee](#) may mutually agree to an individual flexibility arrangement to vary the effects of the terms of this Agreement;

**PROVIDED** that the flexibility arrangement:

- (1) deals with one or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances; and
    - (v) leave loading.
  - (2) meets the genuine needs of both the [employer](#) and [employee](#) in relation to one or more of the matters listed in [clause 3.3\(b\)\(1\)](#); and
  - (3) is genuinely agreed to by both the [employer](#) and the [employee](#).
- (c) The terms of flexibility arrangement between the [employer](#) and [employee](#) must:
    - (1) be about permitted matters under *Section 172* of the *Fair Work Act 2009*; and
    - (2) not contain unlawful terms under *Section 194* of the *Fair Work Act 2009*; and
    - (3) result in the [employee](#) being better off overall than the [employee](#) would have been had no individual flexibility arrangement had been mutually agreed to.
  - (d) The flexibility arrangement between the [employer](#) and [employee](#) must also:
    - (1) be in writing;
    - (2) name the [employer](#) and [employee](#) for which the flexibility arrangement applies to;
    - (3) state the day on which the flexibility arrangement commences;
    - (4) be signed by the [employer](#) and [employee](#), or where the [employee](#) is under 18 years of age, be signed by a parent or guardian of the [employee](#); and
    - (5) include details of:

- (i) each term(s) taken from this Agreement, that the [employer](#) and [employee](#) have mutually agreed to vary;
  - (ii) how the flexibility arrangement will vary the identified term(s); and
  - (iii) how the flexibility arrangement results in the [employee](#) being better off overall in relation to the individual [employee's](#) terms and conditions of employment.
- (e) The [employer](#) shall provide the [employee](#) with a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (f) The flexibility arrangement between the [employer](#) and [employee](#) may be terminated by:
- (1) either party, with the provision of twenty eight (28) days notice of termination in writing to the other party; or
  - (2) at any time by written agreement between the [employer](#) and the [employee](#).
- (g) The right to make an agreement pursuant to this [clause 3.3](#) is in addition to, and is not intended to otherwise affect, any provision for a further flexible arrangement between the [employer](#) and an individual [employee](#) contained in any other term of this Agreement.

### 3.4 Consultation regarding major workplace change

(a) **Application**

This [clause 3.4](#) applies if the [employer](#):

- (1) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the [employee\(s\)](#); or
- (2) proposes to introduce a change to the regular roster or [ordinary hours of work](#) of [employee\(s\)](#).

(b) **Major change**

- (1) For a major change referred to in [sub-clause 3.4\(a\)\(1\)](#)
  - (i) the [employer](#) must notify the relevant [employee\(s\)](#) of the decision to introduce the major change; and
  - (ii) [sub-clauses 3.4\(b\)\(2\)](#) to [3.4\(b\)\(7\)](#) shall apply.

(2) **Appointing a representative**

- (i) the relevant [employee\(s\)](#) may appoint a representative for the purposes of the procedures in this [clause 3.4\(b\)](#).
- (ii) the [employer](#) must recognise the appointed representative if:
  - 1. a relevant [employee\(s\)](#) appoints a representative for the purposes of consultation; and
  - 2. the [employee\(s\)](#) advise the [employer](#) of the identity of the representative.

(3) **Employer obligations**

As soon as practicable after making its decision, the [employer](#) must:

- (i) discuss with the relevant [employee\(s\)](#) the:
  - 1. introduction of the change;
  - 2. effect the change is likely to have on the [employee\(s\)](#);
  - 3. measures the [employer](#) is taking to avert or mitigate the adverse effect of the change on the [employee\(s\)](#).
- (ii) for the purposes of the discussion, provide in writing, to the relevant [employee\(s\)](#):
  - 1. all relevant information about the change including the nature of the change proposed;
  - 2. information about the expected effects of the change on the [employee\(s\)](#); and
  - 3. any other matters likely to affect the [employee\(s\)](#).

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

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

(5) **Consideration of matters raised**

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

(6) **Exclusions**

If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the [employer](#), the requirements set out in [sub-clauses 3.4\(b\)\(1\)\(i\)](#) ; [3.4\(b\)\(2\)](#) and [3.4\(b\)\(3\)](#) are taken not to apply.

(7) **Significant effect**

In this [clause 3.4\(b\)](#), a major change is likely to have a significant effect on [employee\(s\)](#) if it results in:

- (i) the termination of the employment of [employee\(s\)](#);
- (ii) major change to the composition, operation or size of the [employer's](#) workforce or to the skills required of [employee\(s\)](#);
- (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
- (iv) the alteration of hours of work;
- (v) the need to retrain [employee\(s\)](#);
- (vi) the need to relocate [employee\(s\)](#) to another workplace; or
- (vii) the restructuring of jobs.

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

(1) For a change referred to in [sub-clause 3.4\(a\)\(2\)](#):

- (i) the [employer](#) must notify relevant [employee\(s\)](#) of the proposed change; and
- (ii) [sub-clauses 3.4\(c\)\(2\)](#) to [3.4\(c\)\(5\)](#) shall apply.

(2) **Appointing a representative**

- (i) the relevant [employee\(s\)](#) may appoint a representative for the purposes of the procedures in this [clause 3.4\(c\)](#).
- (ii) the [employer](#) must recognise the appointed representative if:
  - 1. a relevant [employee\(s\)](#) appoints a representative for the purposes of consultation; and
  - 2. the [employee\(s\)](#) advise the [employer](#) of the identity of the representative.

(3) **Employer obligations**

As soon as practicable after proposing to introduce the change, the [employer](#) must:

- (i) discuss with the relevant [employee\(s\)](#) the introduction of the change.
- (ii) for the purposes of the discussion, provide to the relevant [employee\(s\)](#):
  - 1. all relevant information about the change including the nature of the change;
  - 2. information about what the [employer](#) reasonably believes will be the effects of the change on the [employee\(s\)](#); and
  - 3. information about any other matters that the [employer](#) reasonably believes are likely to affect the [employee\(s\)](#).
- (iii) invite the relevant [employee\(s\)](#) to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

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

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

(5) **Consideration of matters raised**

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

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

In this [clause 3.4](#), relevant [employee\(s\)](#) means the [employee\(s\)](#) who may be affected by a change referred to in [sub-clause 3.4\(a\)](#).

### 3.5 Dispute resolution

- (a) If a dispute relates to:
- (1) a matter arising under the agreement; or
  - (2) the National Employment Standards;
- this term sets out procedures to settle the dispute.
- (b) An [employee](#) who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- (c) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the [employee](#) or [employees](#) and relevant supervisors and/or management.
- (d) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- (e) The Fair Work Commission may deal with the dispute in 2 stages:
- (1) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - (2) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
    - (i) arbitrate the dispute; and
    - (ii) make a determination that is binding on the parties.
- Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.
- A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. [Therefore, an appeal may be made against the decision.](#)
- (f) While the parties are trying to resolve the dispute using the procedures in this term:
- (1) an [employee](#) must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
  - (2) an [employee](#) must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
    - (i) the work is not safe; or
    - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
    - (iv) the work is not appropriate for the [employee](#) to perform; or
    - (iv) there are other reasonable grounds for the [employee](#) to refuse to comply with the direction.
- (g) The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.



## 4 Definitions

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

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

**Applicable consumer price index (CPI)** means the annual CPI Hobart percentage for the September Quarter in each calendar year, which in turn shall be the percentage figure applied for any CPI based adjustments required during the following calendar year.

**Benefits** mean the benefits selected by the [employee](#) from the benefits provided by the [employer](#).

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

**College** means Scotch Oakburn College.

**Communicable disease** means a communicable disease or illness contracted by an employee that is:

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

**Employee** means a person employed by the [employer](#) as a staff member that is not a Teacher and for whom a position classification exists under this Agreement, as prescribed in [clause 7](#).

**Employer** means the Scotch Oakburn College Inc.

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

**Fringe benefits tax** means tax imposed by the *Fringe Benefits Tax Act 1986* (Cth) as amended from time to time (including any subsequent legislation).

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

**Maximum term employee** means any [employee](#) whose period of employment, whether for full or part-time, is for a maximum specified period only.

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

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

**Non-term weeks** means the weeks in the [school year](#) other than [term weeks](#) and includes periods designated as school holidays for students.

**Ordinary hours of work** mean hours of work between Monday and Sunday and within the limits prescribed in [clause 9.2](#) of this Agreement.

**Ordinary time rate** means the minimum weekly wage rate as prescribed in [clauses 10.4 and 10.5](#) of this Agreement, for each position classification as prescribed in [clause 7](#) (or the minimum hourly wage rate equal to one thirty eighth (1/38) of the minimum weekly wage rate).

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

**School year** means the twelve (12) month period commencing on the first day of January in any given year to the thirty first day of December in that same year and includes all [term weeks](#) and [non-term weeks](#).

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

**Term weeks** means the weeks in the [school year](#) that students are required to attend school as set out in the [College](#) calendar.

---

## 5 Contract of Employment

### 5.1 Employment classification

[Employees](#), to whom this Agreement is applicable, shall be employed in one of the following employment classifications:

- (a) Permanent employment (full-time or part-time)
- (b) [Maximum term](#) employment (full-time or part-time)
- (c) Casual employment

### 5.2 Terms of engagement

- (a) Upon appointment, the [employer](#) shall inform the [employee](#) of the terms of engagement in particular:
  - (1) employment classification as prescribed in [clause 5.1](#) above;
  - (2) position classification as prescribed in [clause 7](#) of this Agreement;
  - (3) relevant rate of pay; and
  - (4) shiftwork requirements (if any).
- (b) The [employer](#) may direct [employees](#) to carry out certain duties as prescribed in [clause 8](#) of this Agreement. Such duties may or may not, include duties at a higher or lower position classification as prescribed in [clause 8](#) of this Agreement.

- (c) All newly commencing [employees](#) (except casual [employees](#)) shall be subject to the [employer's](#) probation period as set out in [clause 6](#) of this Agreement.

### **5.3 Full-time employment (permanent and maximum term)**

- (a) A full-time [employee](#) is an [employee](#) engaged to work:
  - (1) 38 hours per week for the full [school year](#); or
  - (2) an average of 38 hours per week across the full [school year](#), as prescribed in [clause 9.2\(a\)](#) of this Agreement.
- (b) A full-time [employee](#) shall be paid in accordance with [clause 10.1](#) of this Agreement.

### **5.4 Part-time employment (permanent and maximum term)**

- (a) A part-time [employee](#) is an [employee](#) who is engaged to work on a regular basis:
  - (1) for a period of:
    - (i) less than 38 [ordinary hours](#) per week or an average of less than 38 [ordinary hours](#) per week as prescribed in [clause 9.2\(b\)](#) of this Agreement; and/or
    - (ii) for less than a full [school year](#); or
  - (2) for a period of:
    - (i) 38 [ordinary hours](#) per week or an average 38 [ordinary hours](#) per week as prescribed in [clause 9.2\(b\)](#) of this Agreement; and
    - (ii) for less than a full [school year](#).
- (b) A part-time [employee](#) shall be entitled to the [benefits](#) under this Agreement on a pro-rata basis.
- (c) A part-time [employee](#) shall be paid in accordance with [clause 10.2](#) of this Agreement.

### **5.5 Casual employment**

- (a) A casual [employee](#) shall be engaged by the hour.
- (b) The period of engagement shall be the period for which the [employer](#) notifies a casual [employee](#) that they are so required to attend on any one day.
- (c) A casual [employee](#) means an [employee](#) specifically employed as such, who:
  - (1) is employed on an irregular basis as and when required by the [employer](#); for
  - (2) a period as prescribed in [clause 9.2\(c\)](#); and
  - (3) receives a loading in lieu of annual leave, personal leave and public holidays as prescribed in [clause 10.3\(a\)\(2\)](#) of this Agreement.

- (d) A casual [employee](#) shall be paid in accordance with [clause 10.3](#) of this Agreement.
- 

## 6 Probation

### 6.1 Exclusions

This [clause 6](#) does not apply to casual [employees](#).

### 6.2 Application

- (a) Nothing in this agreement shall be construed as making probationary employment mandatory.
- (b) Unless otherwise stated in the contract of employment all [employees](#) shall be engaged as a probationary [employee](#) for an initial probationary period of not more than thirteen (13) weeks.
- (c) The [employer](#) shall provide the probationary [employee](#) with feedback about their work performance. Where areas of unsatisfactory performance are identified, the probationary [employee](#) shall be made aware of the standards of satisfactory performance required and the dates by which they are required to be achieved.
- (d) The [employer](#) shall complete a probationary review before the end of the probationary period specified in the contract of employment and immediately inform the [employee](#) of the outcome of this review under the following terms:
- (1) where the [employer](#) has determined that the probationary [employee](#) has satisfactorily completed their probation, the employee shall be so advised and employment shall continue in accordance with the contract of employment.
  - (2) where the [employer](#) has determined that the probationary [employee](#) has not satisfactorily met the work performance requirements of the [employer](#) during the probationary period, the [employee](#) shall be so advised and:
    - (i) the [employee's](#) employment may be terminated in accordance with [clause 6.3](#) of this Agreement; or
    - (ii) the [employer](#) and [employee](#) may mutually agree to an extension of the probationary period.
  - (3) where the [employer](#) fails to complete the required final probationary review within the time specified, the [employee](#) shall be deemed to have successfully completed the probationary employment period, unless the failure to review occurs due to circumstances beyond the [employer's](#) control.
- (e) Successful completion of a period of probationary employment does not provide an [employee](#) who is not a permanent [employee](#) (ie a [maximum term employee](#)) with any right to permanent employment beyond the specified period of their appointment.

## 6.3 Termination during probation

- (a) Nothing in this [clause 6](#) shall prevent the [employer](#) from terminating a probationary [employee's](#) employment at any time during the probationary period of employment.
  - (b) Termination by either party during the period of probation shall be with the giving of a notice period in accordance with the [NES](#), or payment in lieu thereof.
- 

# 7 Position Classifications

## 7.1 Classifications

An [employee](#) shall be:

- (a) Classified according to the position classification structure as prescribed in [clause 7.3](#); and
- (b) Be paid the minimum wage as prescribed in [clauses 10.4 and 10.5](#), commensurate with the assigned position classification.

## 7.2 Classification dimensions

- (a) Current and future positions shall be classified based on the following dimensions:
  - (1) nature of tasks performed;
  - (2) level of supervision;
  - (3) degree of autonomy;
  - (4) qualifications required; and
  - (5) skills and experience required.
- (b) The classification structure of [clause 7.3](#) below shall provide an indicative, but not exhaustive, list of positions appropriate to each classification.

## 7.3 Classification structure

(a) Classification groups and indicative positions.

Classification Group	Indicative Positions
Tier 1	<ul style="list-style-type: none"> <li>Supervised workers (Attendants/Assistants)</li> <li>Supervised workers (Labourer)</li> <li>Cleaner</li> </ul>
Tier 2	<ul style="list-style-type: none"> <li>Laundry Attendant/Housekeeper</li> <li>Kitchen Assistant</li> <li>Teachers Assistant (P-2)</li> </ul>
Tier 3	<ul style="list-style-type: none"> <li>Early Learning Assistant</li> <li>Learning Support Assistant</li> <li>Teachers Assistant (Creative Design Industries)</li> <li>Technician Assistant (Art, Laboratory, Library, PAC)</li> <li>Grounds person</li> <li>Works/Trades Assistant</li> <li>Shop Assistants &amp; Coordinators (Tuck/College Shop)</li> <li>Cook</li> <li>Driver (vehicles requiring endorsed licence)</li> <li>General Clerical Officer</li> <li>IT Assistant</li> </ul>
Tier 4	<ul style="list-style-type: none"> <li>Student Reception / Administration Support</li> <li>Shop Manager</li> <li>Chef</li> <li>Tradesperson</li> <li>Senior Clerical Officer</li> <li>IT Technician</li> </ul>
Tier 5	<ul style="list-style-type: none"> <li>Coordinators (OHSC/Buses/PAC)</li> <li>Senior Tradesperson</li> <li>Senior Technician (Library, Laboratory, PAC, IT)</li> <li>Senior Administrators (Academic, Daily Org, HR)</li> </ul>
Tier 6	<ul style="list-style-type: none"> <li>Senior Officers (HR / Payroll)</li> <li>IT Management</li> </ul>

(b) Classification groups and dimensions

### Tier 1

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

## Tier 2

Nature of Tasks	Routine tasks carried out within established guidelines or instructions. Positions graded at this level involve tasks requiring a higher level of skill than Tier 1 positions.
Level of Supervision	May carry out routine tasks performed within established guidelines or instructions without supervision, otherwise direct supervision.
Degree of Autonomy	Limited, and within the scope of <a href="#">employee's</a> work and level of qualification, skills and experience.
Qualifications	Relevant Certificate II or equivalent, may have previous relevant on the job training as appropriate (or relevant experience deemed equivalent to either of these by the <a href="#">employer</a> ).
Skills and Experience	Sufficient skills and/or experience to carry out the position tasks.

## Tier 3

Nature of Tasks	May involve a broad range of tasks, though undertaken within established guidelines. Positions graded at this level involve tasks requiring a higher level of skill than Tier 2 positions.
Level of Supervision	General and periodic only.
Degree of Autonomy	Exercise significant initiative, discretion and judgement in the organisation of the <a href="#">employee's</a> work and has some authority to adapt work methods in dealing with problems.
Qualifications	Relevant Trade or Certificate III or Certificate IV or Diploma or equivalent (or relevant experience deemed equivalent to either of these by the <a href="#">employer</a> ).
Skills and Experience	<p>Typically, an <a href="#">employee</a> at this level has acquired skills through either experience (suitable to the <a href="#">employer</a>) or training or both.</p> <p>The <a href="#">employee</a> has significant knowledge of the policies and procedures of the <a href="#">College</a> and is able to apply and articulate this knowledge as required.</p> <p>Typically, a position graded at this level will involve tasks that require a level of skill higher than that required for positions graded at Tier 2.</p>

## Tier 4

Nature of Tasks	Work involves a broad range of complex tasks which are undertaken within the range of their skills and knowledge. The <a href="#">employee</a> is responsible and accountable for their own work. Positions graded at this level involve tasks requiring a higher level of skill than Tier 3 positions.
Level of Supervision	Minimal and periodic only. The first level where supervision of other <a href="#">employees</a> may be required.
Degree of Autonomy	Exercise significant initiative, discretion and judgement in carrying out their work. Has authority to adapt work methods to resolve problems.
Qualifications	Relevant Post Trade, Diploma or equivalent (or relevant experience deemed equivalent to either of these by the <a href="#">employer</a> ).
Skills and Experience	Typically an <a href="#">employee</a> at this level has acquired skills through either experience (suitable to the <a href="#">employer</a> ) or training or both. The <a href="#">employee</a> has significant knowledge of the policies and procedures of the <a href="#">College</a> and is able to apply and articulate this knowledge when required.

## Tier 5

Nature of Tasks	Work involves a broad range of complex tasks which are undertaken within the range of the <a href="#">employee's</a> skills and knowledge. The <a href="#">employee</a> is responsible and accountable for their own work. Positions graded at this level involve tasks requiring a higher level of skill than Tier 5 positions.
Level of Supervision	Supervision is by means of reporting to a more senior officer as required. Supervision of other staff may be required to achieve objectives.
Degree of Autonomy	Exercise significant initiative, discretion and judgement in carrying out their work.
Qualifications	Relevant Associate Diploma or equivalent (or relevant experience deemed equivalent to either of these by the <a href="#">employer</a> ).
Skills and Experience	The <a href="#">employee</a> is able to articulate and apply contemporary tertiary level expertise in their specialist field. The <a href="#">employee</a> has significant knowledge of the policies and procedures of the <a href="#">College</a> and is able to apply and articulate this knowledge when required.



## Tier 6

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

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## 8 Higher and Lower Duties

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

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

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

- (b) Where an [employee](#):
- (1) has been assigned duties by an appropriately authorised representative of the [employer](#); and
  - (2) the wage rate for the assigned duties exceeds the wage rate for the [employee's](#) usual position classification.

The [employee](#) shall be paid as prescribed in [clause 10.11](#) of this Agreement.

- (c) Where an [employee](#):
- (1) has been assigned duties by an appropriately authorised representative of the [employer](#); and
  - (2) the duties are for a full day of responsibility of room supervision as an Early Learning Assistant in the absence of a Teacher, or the duties are for a full shift as Supervisor of the Early Learning Centre during an Outside School Hours Care program; and
  - (3) the [employee](#) holds an appropriate qualification as required by the regulatory body for early learning room supervision; and

The [employee](#) shall be paid the full day of work at Level 20 wage rate as prescribed in [clause 10.11](#) of this Agreement.

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## 9 Hours of Work

### 9.1 Hours of work

All hours of work shall be either:

- (a) [Ordinary hours](#) as prescribed in [clause 9.2](#) of this Agreement; or
- (b) Overtime hours as prescribed in [clause 9.3](#) of this Agreement.

### 9.2 Ordinary hours

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

(a) **Full-time employees (permanent or [maximum term](#))**

[Ordinary hours of work](#) for a full-time [employee](#) shall be for a full [school year](#) at:

- (1) 38 hours per week; or
- (2) 160 hours per four (4) week period - [152 paid at [ordinary time rate](#) and eight (8) hours banked at [ordinary time rate](#) to be taken as prescribed in [clause 9.8\(b\)\(4\)](#) of this Agreement]; or
- (3) 152 hours per four (4) week period inclusive of one (1) paid rostered day off on full pay in each such period.

(b) **Part-time employees (permanent or [maximum term](#))**

[Ordinary hours of work](#) for a part-time [employee](#) shall be:

- (1) up to a maximum of 38 hours per week (rostered hours plus additional [ordinary hours](#) as prescribed in [clause 10.2\(b\)](#) of this Agreement);
- (2) to be worked in not more than eight (8) hours in any one day;
- (3) on five (5) consecutive days;

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

(c) **Casual employees**

[Ordinary hours of work](#) for a casual [employee](#) shall be:

- (1) up to a maximum of 38 hours per week;
- (2) to be worked in not more than eight (8) hours in any one day.

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

- (1) [ordinary hours](#) without penalties; or
- (2) [ordinary hours](#) with penalties.

Ordinary Hours Worked	Penalty
Within a spread of hours from 6.30am – 7.30pm	No penalty applies.
On a Saturday	Penalty applies as prescribed in <a href="#">clauses 9.4(a) and 10.7</a> of this Agreement.
On a Sunday	Penalty applies as prescribed in <a href="#">clauses 9.4(a) and 10.7</a> of this Agreement.
On a Public Holiday	Penalty applies as prescribed in <a href="#">clauses 9.4(b) and 10.9</a> of this Agreement.
After 7.30pm and at or before midnight	Penalty applies as prescribed in <a href="#">clauses 9.4(c) and 10.8</a> of this Agreement.
After midnight and at or before 8.00am	Penalty applies as prescribed in <a href="#">clauses 9.4(c) and 10.8</a> of this Agreement.

(e) **Payment for ordinary hours**

[Ordinary hours of work](#) shall be paid as prescribed in [clause 10](#) of this Agreement.

### 9.3 Overtime hours

- (a) The [employer](#) may require an [employee](#) to work reasonable overtime hours in excess of the [ordinary hours of work](#).
- (b) All overtime hours must be pre-approved by the [employer](#) prior to being worked.
- (c) An [employee](#) shall be paid overtime for all authorised work performed in excess of the [ordinary hours of work](#) as prescribed in [clause 9.2\(a\)\(b\) and \(c\)](#) of this Agreement.
- (d) An [employee](#) may refuse to work overtime in circumstances where the working of such overtime would result in the [employee](#) working hours which are unreasonable having regard to:
  - (1) any risk to [employee](#) health and safety;
  - (2) the [employee's](#) personal circumstances including any family responsibilities;
  - (3) the needs of the [employer](#);
  - (4) the notice (if any) given by the [employer](#) of the overtime and by the [employee](#) of their intention to refuse it; and
  - (5) any other relevant matter.

### 9.4 Penalty hours

(a) **Saturday and Sunday work**

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

(b) **Public holidays**

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

(c) **Shiftwork**

- (1) shifts may be worked at such hours as mutually agreed between the [employer](#) and [employee](#).
- (2) depending upon when the shift is worked, a shift shall be designated as either:
  - (i) An [afternoon shift](#); or
  - (ii) A [night shift](#).
- (3) shifts may be worked on any day of the week including Saturdays and Sundays, in such a manner that ensures the [employee](#) engaged on shift work shall have a minimum of at least two (2) consecutive days off in one (1) week.
- (4) an [employee](#) engaged on [afternoon](#) or [night shift](#) shall be entitled to receive a penalty as prescribed in [clause 10.8](#) of this Agreement, in addition to their [ordinary time rate](#) of pay for all hours worked.
- (5) an [employee](#) engaged to work a [permanent night shift](#) shall be entitled to receive a penalty as prescribed in [clause 10.8](#) of this Agreement, in addition to their [ordinary time rate](#) of pay for all hours worked.

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

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

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

<b>Options for Payment</b>		<b>Rate of Pay</b>
<b>A</b>	8 <a href="#">ordinary hours</a> (no penalties) at <a href="#">ordinary time rate</a> of pay + 1 hour at overtime rate of pay	8 hours at 100% + 1 hour at 150%
<b>B</b>	9 hours at [ <a href="#">ordinary time rate</a> of pay + <a href="#">afternoon shift</a> penalty]	9 hours at 115%
<b>C</b>	9 hours at [ <a href="#">ordinary time rate</a> of pay + Sunday penalty]	9 hours at 200%

## 9.6 Breaks

### (a) Rest breaks

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

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

### (b) Meal breaks (ordinary hours)

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

### (c) Meal breaks (overtime hours)

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

The exceptions to this are:

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

## 9.7 Split shifts

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

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

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

Worked days per week	Minimum split shifts to be worked in any one <a href="#">school year</a>
5 days	160 split shifts
4 days	128 split shifts
3 days	96 split shifts
2 days	64 split shifts
1 day	32 split shifts

## 9.8 Rostered days off

- (a) The entitlement to rostered days off varies according to an [employee's](#) hours of work as defined in [clause 9.2](#) of this Agreement.
- (b) Where by agreement or at the direction of the [employer](#), an [employee's](#) hours of work as defined in [clause 9.2](#) of this Agreement, results in an accrual of 24 minutes for each eight (8) hour day worked, giving rise to the [employee's](#) entitlement to take rostered days off:
  - (1) each day of paid leave taken by the [employee](#) shall be regarded as a day worked for the purpose of accruing an entitlement under [clause 9.8\(b\)](#) above, excluding the following:
    - (i) long service leave;
    - (ii) annual leave;
    - (iii) any period of stand-down; and
    - (iv) any period of absence for which workers compensation payments apply.
  - (2) rostered days off shall not be regarded as part of the [employee's](#) annual leave for any purpose.
  - (3) an [employee](#) shall not be entitled to more than twelve (12) rostered days off in any twelve (12) months of consecutive employment.
  - (4) all rostered days off must be taken within the twelve (12) month period in which they are accrued.
  - (5) an [employee](#) who is scheduled to take a rostered day off before having worked a complete cycle as prescribed in [clause 9.2](#) of this Agreement, shall be paid a pro-rata amount for the time that the [employee](#) has accrued in accordance with [clause 9.8\(b\)](#) above.
  - (6) an [employee](#) whose employment is terminated in the course of a cycle shall be paid a pro-rata amount for the time that the [employee](#) has accrued in accordance with [clause 9.8\(b\)](#) above.
  - (7) the day on which a rostered day off is taken shall be determined by mutual agreement between the [employer](#) and the [employee](#), having regards to the needs of the [College](#).

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## 10 Wages

### 10.1 Full-time employees (permanent and maximum term)

#### Ordinary hours

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

## 10.2 Part-time employees (permanent and maximum term)

### (a) Ordinary hours

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

### (b) Additional ordinary hours

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

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

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

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

### (c) Minimum engagement

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

## 10.3 Casual employees

### (a) Ordinary hours

A casual [employee](#) shall be paid an hourly rate of:

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

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

**PROVIDED** that, should the *Educational Services (Schools) General Staff Award 2010* rate plus 25% be greater than the *Scotch Oakburn College Staff ( ) Agreement 2024* rate plus 20%, then the Award rate plus 25% shall apply.

### (b) Minimum engagement

A casual [employee](#) shall be engaged for a minimum of two (2) hours per day.

## 10.4 Minimum ordinary time wage rates (adult employees)

### (a) Annual wage rates 2024 and 2025

The minimum weekly wage rate for a full-time adult [employee](#) for 2024 and 2025 shall be as per the following position classification wage scale and shall be applied on the first full pay period commencing on or after 1 February:

Position Classification				Hourly Rate 01-Jan-24	Hourly rate +3%	Hourly rate +2%
					*FFPP 01-Feb-24	*FFPP 01-Feb-25
- 2%	Tier 1	Level 1	T1-L1	\$23.84	\$24.56	\$25.05
- 2%		Level 2	T1-L2	\$24.33	\$25.06	\$25.56
- 2%		Level 3	T1-L3	\$24.83	\$25.57	\$26.08
- 2%		Level 4	T1-L4	\$25.33	\$26.09	\$26.61
- 2%		Level 5	T1-L5	\$25.85	\$26.62	\$27.16
- 2%	Tier 2	Level 6	T2-L6	\$26.38	\$27.17	\$27.71
- 2%		Level 7	T2-L7	\$26.91	\$27.72	\$28.28
- 2%		Level 8	T2-L8	\$27.46	\$28.29	\$28.85
- 2%		Level 9	T2-L9	\$28.02	\$28.87	\$29.44
- 2%		Level 10	T2-L10	\$28.60	\$29.45	\$30.04
BL	Tier 3	Level 11	T3-L11	\$29.18	\$30.06	\$30.66
+ 2%		Level 12	T3-L12	\$29.76	\$30.66	\$31.27
+ 2%		Level 13	T3-L13	\$30.36	\$31.27	\$31.90
+ 2%		Level 14	T3-L14	\$30.97	\$31.90	\$32.53
+ 2%		Level 15	T3-L15	\$31.59	\$32.53	\$33.18
+ 2%	*ELA/LSA Only	**Level 15.1	*T3-L15.1	*\$32.22	*\$33.19	*\$33.85
+ 2%		**Level 15.2	*T3-L15.2	*\$32.86	*\$33.85	*\$34.52
+ 2%	Tier 4	Level 16	T4-L16	\$32.22	\$33.18	\$33.85
+ 2%		Level 17	T4-L17	\$32.86	\$33.85	\$34.52
+ 2%		Level 18	T4-L18	\$33.52	\$34.52	\$35.21
+ 2%		Level 19	T4-L19	\$34.19	\$35.21	\$35.92
+ 2%		Level 20	T4-L20	\$34.87	\$35.92	\$36.64
+ 2%	Tier 5	Level 21	T5-L21	\$35.57	\$36.64	\$37.37
+ 2%		Level 22	T5-L22	\$36.28	\$37.37	\$38.12
+ 2%		Level 23	T5-L23	\$37.01	\$38.12	\$38.88
+ 2%		Level 24	T5-L24	\$37.75	\$38.88	\$39.66
+ 2%		Level 25	T5-L25	\$38.50	\$39.66	\$40.45
+ 2%	Tier 6	Level 26	T6-L26	\$39.27	\$40.45	\$41.26
+ 2%		Level 27	T6-L27	\$40.06	\$41.26	\$42.08
+ 2%		Level 28	T6-L28	\$40.86	\$42.08	\$42.93
+ 2%		Level 29	T6-L29	\$41.68	\$42.93	\$43.79
+ 2%		Level 30	T6-L30	\$42.51	\$43.79	\$44.66

(Hourly rates excluding leave loading)

\*FFPP means first full pay period beginning on or after

\*\* Eligibility criteria to progress as prescribed in [clause 10.15 \(b\) \(2\)](#)



(b) **Annual wage rates 2026 and 2027**

The minimum weekly wage rate for a full-time adult [employee](#) for 2026 and 2027 shall be determined by the Negotiating Committee in accordance with [clause 10.4\(c\)](#) of this Agreement.

- (1) The Negotiating Committee shall include all [employee](#) representative members of the 2023 Enterprise Agreement Bargaining Representative Group. Any members of that group who are not available or who are no longer working at Scotch Oakburn College shall be replaced.
- (2) The Negotiating Committee shall meet no later than August 2025 to determine a percentage increase to be applied to the minimum weekly wage rate for a full-time adult [employee](#) within the position classification wage scale.
- (3) The agreed % increases for 2026 and 2027 shall be applied on the first full pay period commencing on or after 1 February.

(c) **Annual wage setting mechanism**

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

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

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

(d) **Rates effective to**

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

## 10.5 Minimum ordinary time wage rates (junior employees)

The minimum wage rate for a junior [employee](#) shall be the same as the minimum adult rate prescribed in [clause 10.4](#) above, for the [employee's](#) position classification prescribed in [clause 7](#) of this Agreement.

## 10.6 Wage rates – ordinary hours (no penalties)

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

Full-time <a href="#">employee</a>	The applicable <a href="#">ordinary time rate</a> of pay as prescribed in <a href="#">clauses 10.4 and 10.5</a> above.
Part-time <a href="#">employee</a>	The applicable <a href="#">ordinary time rate</a> of pay as prescribed in <a href="#">clauses 10.4 and 10.5</a> above.
Casual <a href="#">employee</a>	(i) The applicable <a href="#">ordinary time rate</a> of pay as prescribed in <a href="#">clauses 10.4 and 10.5</a> above; <b>PLUS</b>  (ii) A loading of 20% as prescribed in <a href="#">clause 10.3(a)(2)</a> above.

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

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

	Saturday	Sunday
Full-time <a href="#">employee</a>	<a href="#">Ordinary time rate</a> of pay + 50%	<a href="#">Ordinary time rate</a> of pay + 100%
Part-time <a href="#">employee</a>	<a href="#">Ordinary time rate</a> of pay + 50%	<a href="#">Ordinary time rate</a> of pay + 100%
Casual <a href="#">employee</a>	<a href="#">Ordinary time rate</a> of pay + 70%	<a href="#">Ordinary time rate</a> of pay + 120%

## 10.8 Wage rates – ordinary hours (shift work penalties)

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

	Afternoon Shift after 7.30pm & at or before midnight	Night Shift after midnight & at or before 8.00am	Permanent Night Shift
Full-time <a href="#">employees</a>	<a href="#">ordinary time rate</a> of pay + 15%	<a href="#">ordinary time rate</a> of pay + 15%	<a href="#">ordinary time rate</a> of pay + 30%
Part-time <a href="#">employee</a>	<a href="#">ordinary time rate</a> of pay + 15%	<a href="#">ordinary time rate</a> of pay + 15%	<a href="#">ordinary time rate</a> of pay + 30%
Casual <a href="#">employee</a>	<a href="#">ordinary time rate</a> of pay + 35%	<a href="#">ordinary time rate</a> of pay + 35%	<a href="#">ordinary time rate</a> of pay + 50%

## 10.9 Wage rates – ordinary hours (public holiday penalties)

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

	Takes a Public Holiday
Full-time <a href="#">employee</a>	<a href="#">ordinary time rate</a> of pay
Part-time <a href="#">employee</a>	<a href="#">ordinary time rate</a> of pay
Casual <a href="#">employee</a>	Unpaid day

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

	Works a Public Holiday
All <a href="#">employees</a> except casuals	<p><b>Where the public holiday is worked at the <a href="#">employee's</a> request</b></p> <ol style="list-style-type: none"> <li><a href="#">ordinary time rate</a> of pay + 150%; <b>OR</b></li> <li>where mutually agreed:               <ol style="list-style-type: none"> <li><a href="#">ordinary time rate</a> of pay + 50%; <b>PLUS</b></li> <li>an alternative working day off in lieu at the <a href="#">ordinary time rate</a> of pay, that is, an hour for each hour worked; to be taken within one (1) month of the public holiday for which it was substituted.</li> </ol> </li> </ol> <p><b>Where the public holiday is:</b></p> <ol style="list-style-type: none"> <li>worked at the <a href="#">employee's</a> request; and</li> <li>on day on which the <a href="#">employee</a> is usually rostered to work:               <ol style="list-style-type: none"> <li>payment for the public holiday at <a href="#">ordinary time rate</a> of pay; <b>PLUS</b></li> <li>time off in lieu at <a href="#">ordinary time rate</a> of pay; to be taken within one (1) month of the public holiday for which it was substituted at a mutually agreeable time.</li> </ol> </li> </ol> <p><b>Where the public holiday is:</b></p> <ol style="list-style-type: none"> <li>worked at the <a href="#">employee's</a> request; and</li> <li>on day on which the <a href="#">employee</a> is NOT usually rostered to work:               <ol style="list-style-type: none"> <li>payment for the public holiday at <a href="#">ordinary time rate</a> of pay; <b>PLUS</b></li> <li>time off in lieu, unpaid; to be taken within one (1) month of the public holiday for which it was substituted at a mutually agreeable time.</li> </ol> </li> </ol>
Casual <a href="#">employees</a>	<a href="#">ordinary time rate</a> of pay + 170%

## 10.10 Wage rates – overtime hours

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

Overtime at whose request?													
All <a href="#">employees</a> except casuals	<p><b>Where the overtime is worked at the <a href="#">employer's</a> request</b></p> <p>1. Overtime paid at the time it is accrued at the following rates:</p> <table border="1"> <thead> <tr> <th style="background-color: #d9ead3;">Overtime (OT) Incurred</th> <th style="background-color: #d9ead3;">Overtime (OT) Rate</th> </tr> </thead> <tbody> <tr> <td>For the first two (2) hours</td> <td><a href="#">Ordinary time rate</a> of pay + 50%</td> </tr> <tr> <td>All hours thereafter</td> <td><a href="#">Ordinary time rate</a> of pay + 100%</td> </tr> </tbody> </table> <p><b>OR</b></p> <p>2. Overtime deferred for payment during a <a href="#">non term time</a> period at the following rates:</p> <table border="1"> <thead> <tr> <th style="background-color: #d9ead3;">Overtime (OT) Incurred</th> <th style="background-color: #d9ead3;">Overtime (OT) Rate</th> </tr> </thead> <tbody> <tr> <td>For the first two (2) hours</td> <td><a href="#">Ordinary time rate</a> of pay + 50%</td> </tr> <tr> <td>All hours thereafter</td> <td><a href="#">Ordinary time rate</a> of pay + 100%</td> </tr> </tbody> </table> <p><b>OR</b></p> <p>3. Time in lieu to be taken:</p> <ul style="list-style-type: none"> <li>(i) at the <a href="#">ordinary time rate</a> of pay, that is, an hour for each hour worked; and</li> <li>(ii) at a mutually agreeable time , within the twelve (12) month period in which it was accrued.</li> </ul> <p><b>Where overtime is worked at the <a href="#">employee's</a> request</b></p> <p>Time in lieu to be taken:</p> <ul style="list-style-type: none"> <li>(i) at the <a href="#">ordinary time rate</a> of pay, that is, an hour for each hour worked; and</li> <li>(ii) at a mutually agreeable time, within the twelve (12) month period in which it was accrued.</li> </ul>	Overtime (OT) Incurred	Overtime (OT) Rate	For the first two (2) hours	<a href="#">Ordinary time rate</a> of pay + 50%	All hours thereafter	<a href="#">Ordinary time rate</a> of pay + 100%	Overtime (OT) Incurred	Overtime (OT) Rate	For the first two (2) hours	<a href="#">Ordinary time rate</a> of pay + 50%	All hours thereafter	<a href="#">Ordinary time rate</a> of pay + 100%
Overtime (OT) Incurred	Overtime (OT) Rate												
For the first two (2) hours	<a href="#">Ordinary time rate</a> of pay + 50%												
All hours thereafter	<a href="#">Ordinary time rate</a> of pay + 100%												
Overtime (OT) Incurred	Overtime (OT) Rate												
For the first two (2) hours	<a href="#">Ordinary time rate</a> of pay + 50%												
All hours thereafter	<a href="#">Ordinary time rate</a> of pay + 100%												

Casual <a href="#">employees</a>	Overtime to be paid at the time it is accrued, at the following rates:	
	<b>Overtime (OT) Incurred</b>	<b>Overtime (OT) Rate</b>
	For the first two (2) hours	<a href="#">Ordinary time rate</a> of pay + 70%
All hours thereafter	<a href="#">Ordinary time rate</a> of pay + 120%	

- (b) In computing overtime:
- (1) each day's work shall stand alone which means overtime shall be calculated daily;
  - (2) overtime hours stand alone which means that where overtime is worked; other penalty rates cannot be applied concurrently as prescribed in [clause 9.5](#) of this Agreement.

### 10.11 Wage rates – higher duties

Where an [employee](#) has been assigned a higher duty(s) as prescribed in [clause 8\(b\)](#) of this Agreement, the [employee](#) shall be paid at the wage rate commensurate with the duty(s) undertaken within the appropriate tier, as identified within the classification groups and dimensions outlined in this Agreement.

### 10.12 Wage rates – overnight experiential learning programs

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

- (a) On the last day of the [employee's](#) attendance on the program, the [employee](#) shall be paid a maximum of nine (9) hours of work at the [employee's ordinary time rate](#) of pay, depending upon the time of departure and the time of return respectively.
- (b) On any other day whilst on an approved program, the [employee](#) shall be paid for eleven (11) hours of work at the [employee's ordinary time rate](#) of pay.

### 10.13 Wage rates – bus driver wait time

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

### 10.14 Wage commencement

- (a) [Employees](#) shall commence on the minimum pay point (Level 0) as prescribed in [clause 10.4](#) of this Agreement, for the position classification as prescribed in [clause 7](#).
- (b) The Business Manager has authority to appoint [employees](#) to pay points above the minimum on a discretionary basis.

## 10.15 Wage progression

### (a) Exclusions

This [clause 10.15](#) does not apply to casual [employees](#).

### (b) Wage progression

- (1) Wage progressions are 2% of the minimum pay point (Level 1) for each position classification Tier as prescribed in [clause 10.4](#) of this Agreement.

Each position classification (Tier) has five (5) progression points, , and [Employees](#) shall be eligible to progress to the next highest pay point within the prescribed position classification (Tier):

- (i) upon completion of 12 months [service](#) at the previous pay point; and
  - (ii) subject to satisfactory performance at the current pay point.
- (2) Progression to level 15.1 and 15.2, requires that additional criteria must first be met as prescribed below:
- (i) A current incumbent of an Early Learning Assistant or Learning Support Assistant role; and
  - (ii) Completed five years' service as Early Learning Assistant / Learning Support Assistant with the employer; and
  - (iii) Diploma level qualification; Diploma Early Childhood and Education Care (Early Learning Assistant), Diploma School Based Education Support (Learning Support Assistant), or equivalent as recognised by the appropriate regulatory body; and
  - (iv) have accessed 12 months at Level 15 before becoming eligible for 15.1; and
  - (v) have accessed 12 months at Level 15.1 before becoming eligible for 15.2: and
  - (vi) application including demonstrated evidence of meeting prescribed criteria, approved by the Business Manager for access to levels.

### (c) Transition from previous Agreement and wage progression

The following provisions shall apply to transition [employees](#) from the previous pay scale to the revised pay scale under this Agreement:

- (1) Where an [employee](#) has not reached the top pay point of their existing position classification prior to 31 December, 2023, and:
- (i) The [employee's](#) role has been reclassified to a pay point on the revised pay scale that is higher than the equivalent pay point on the previous pay scale (that is, has been reclassified to a higher equivalent classification) they will commence at the first level of the applicable tier from 1 January 2024.
  - (ii) The [employee](#) has been transitioned to a tier / level on the revised pay scale that is equivalent to the group / number on the previous pay scale, [employees](#) will commence at the equivalent pay point from 1 January 2024,

**PROVIDED THAT** an [employee's](#) salary shall not decrease as a result of this transition or reclassification.

For the purpose of determining the length of service at a pay point as prescribed in [10.15 \(b\) \(1\) \(i\)](#) during 2024, the length of service at the previous pay point prior to 1 January, 2024 will be recognised in conjunction with the length of service at the reclassified pay point after that date. Subsequent wage progression to the next highest pay point will thereafter be as prescribed by [clause 10.15 \(b\) \(1\)](#) or [10.15 \(b\) \(2\)](#), whichever is applicable.

(2) Where an [employee](#) has reached the top pay point of their position classification prior to 31 December, 2022:

(i) [Employees](#) shall transition to one pay point above the pay point that would be applicable should [clause 10.15 \(c\)\(1\)](#) apply, from 1 January 2024. Wage progression to the next highest pay point will thereafter be as prescribed by [Clause 10.15\(b\)\(1\)](#) or [10.15\(b\)\(2\)](#), whichever is applicable.

(d) **Wage progression withheld**

Where performance is considered to be less than satisfactory and progression is withheld, performance counselling shall be provided to the [employee](#) as appropriate.

(d) **Final arbiter**

The Business Manager shall be the final arbiter on an [employee's](#) progression to the next pay point.

## 10.16 Wage payments

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

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

## 10.17 National minimum wage orders

During the life of this Agreement, annual national minimum wage order adjustments to salaries, determined by the Fair Work Commission, will be absorbed in the minimum [ordinary time](#) wage rates applicable under this Agreement.

## 10.18 Recovery of overpayment(s)

Where an [employee](#) has received overpayment(s), for whatever reason(s), the [employer](#) is entitled to recover the overpayment(s) 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.

## 10.19 Wage averaging for part-time employees

(a) This [clause 10.19](#) applies to part-time [employees](#) only.

(b) Where a part time [employee](#):

- (1) is engaged to work on a regular basis for less than a full school year ; and
- (2) has regular hours per pay cycle, and
- (3) with mutual agreement from the employer, they may elect to:
- (4) be paid for their hours during the pay cycle they are engaged to work during the averaging year; or
- (5) have their wages averaged over the period 1 February to 31 January (the averaging year) in accordance with the following formula:

**Average weekly for the year = [(A + B + C) x D] ÷ 52.18**

where:

- A = projected hours the [employee](#) is rostered to work during the weeks they are engaged to work during the year; including any paid public holidays falling due to the [employee](#) in accordance with their roster during the weeks they are engaged to work during the calendar year
- B = four (4) weeks annual leave
- C = seventeen and one half percent (17.5%) leave loading on B above
- D = current hourly rate

- (c) Where an [employee](#) elects to have their wages calculated and paid in accordance with the provisions of [sub-clause 10.19\(b\)\(4\)](#) above:
  - (1) the [employee](#) must provide the [employer](#), at least fourteen (14) days before the completion of the preceding averaging year, written notification (on the appropriate form) of their decision to have their wages averaged over the averaging year.
  - (2) the decision of the [employee](#) is binding until the completion of the last pay period in the averaging year they have elected to have their wages averaged over.
  - (3) the averaging and payment method will commence from the first full pay period to commence on or after 1 February in each year.
  - (4) the [employee](#) shall be paid the average pay cycle payment for the pay periods of the averaging year.
  - (5) any wage progression increase as prescribed in [clause 10.15](#) of this Agreement, which becomes due to the [employee](#) during the course of the year shall be included in the respective averaging year.
  - (6) where an [employee's](#) hours increase or decrease during the course of the calendar year the average weekly payment for the year shall be recalculated to take into consideration the increase or decrease. Where an [employee's](#) hours become consistently irregular the employer has the right to withdraw from the agreement providing at least fourteen (14) days notice to the [employee](#).



- (7) where the [employee](#) proceeds on any form of leave without pay during the course of the averaging year, the cost of that leave without pay (LWOP) shall be calculated in accordance with the following formula:
- Total Hours of LWOP x Current Hourly Rate = Total Cost of LWOP**
- (8) where leave without pay is taken, the [employee's](#) average weekly payment amount shall be reduced by the amounts as necessary, until such time as the total cost of leave without pay is recovered by the [employer](#).
- (9) where an overpayment has been made, the [employer](#) shall be entitled to recover the overpayment. in accordance with [clause 10.18 of](#) this agreement.
- (10) where in any particular pay cycle, an [employee](#) works hours in addition to the [employee's](#) usual hours of work, the [employee](#) shall be paid those additional hours at a rate equivalent to an hourly rate determined in accordance with the provisions of [clause 10.2\(b\)](#) of this Agreement.
- (d) Where the [employee](#) has taken any form of leave without pay during the course of the year the annual leave and seventeen and one half percent (17.5%) leave loading due to the [employee](#), may be adjusted to reflect the extent of the leave taken.

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## 11 Allowances

### 11.1 Meal

- (a) [Employees](#) entitled to a meal allowance as prescribed in [clause 9.6\(c\)\(2\)](#) of this Agreement shall receive an allowance of \$ 18.23.
- (b) From the first full pay period commencing on or after 1 February, the meal allowance shall be adjusted annually over the life of the Agreement by the [Applicable Consumer Price Index \(CPI\)](#).

### 11.2 Overnight experiential learning programs

- (a) [Employees](#) required to attend approved overnight experiential learning programs as prescribed in [clause 15](#), will be paid the following allowance(s):
- (1) \$57.50 per night;
- (b) A disturbance allowance of \$57.50 will be paid where an [employee](#) has been disturbed from their sleep by a student on one (1) or more occasion throughout a single night.
- (c) Allowance(s) are **not** payable to [employees](#):
- (1) where it is not a compulsory curriculum based program; and/or
- (2) where attendance is on a voluntary basis.

- (d) From the first full pay period commencing on or after 1 February, the overnight experiential learning program allowance and disturbance allowance shall be adjusted annually over the life of the Agreement by the [Applicable Consumer Price Index \(CPI\)](#).
- (e) The overnight experiential learning program allowance may be packaged on behalf of the [employee](#) in accordance with [clause 12.3\(a\)\(1\)](#) of this Agreement, with contributions being made to the [employee's](#) superannuation fund.

### 11.3 Travel

- (a) Where the [employer](#) requires the [employee](#) to use their own vehicle in the performance of their duties, the [employee](#) shall be entitled to receive an allowance of \$0.96 per kilometre, with a maximum payment as for 400 kilometres per week.
- (b) From the first full pay period commencing on or after 1 February, the travel allowance shall be adjusted annually over the life of the Agreement by the [Applicable Consumer Price Index \(CPI\)](#).
- (c) Where appropriate the [employer](#) may require the [employee](#) to use a College pool car or a hire car instead of their own car;

**PROVIDED** that where such hire car has been provided by the [employer](#), the [employee](#) shall not be entitled to receive an allowance.

### 11.4 Uniforms

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

- (a) A uniform allowance of \$1.33 per day up to a maximum of \$6.65 per week; and
- (b) A laundry allowance of \$0.33 per day up to a maximum of \$1.65 per week.
- (c) From the first full pay period commencing on or after 1 February, the uniform allowance shall be adjusted annually over the life of the Agreement by the [Applicable Consumer Price Index \(CPI\)](#).

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## 12 Remuneration Packaging

### 12.1 Exclusions

- (a) This [clause 12](#) does not apply to casual [employees](#).

### 12.2 Application

This [clause 12](#) applies to [employees](#), other than casuals, who are employed:

- (a) At a wage based on the minimum ordinary wage rate prescribed in [clauses 10.4 and 10.5](#) of this Agreement; and
- (b) On terms and conditions not less than those prescribed in this Agreement.

## 12.3 Entitlement

- (a) The [employer](#) may offer to provide, and the [employee](#) may agree to accept a packaging agreement in relation to:
- (1) the [benefits](#) selected by the [employee](#) from those made available by the [employer](#) including applicable allowances as prescribed in [clause 11](#).
  - (2) a wage equal to the difference between the [benefit value](#) and the wage which would have applied to the [employee](#) under [clause 10](#) of this Agreement, in the absence of a packaging agreement.
- (b) The [employee](#) shall be advised in writing of the [benefit value](#) and any associated fees prior to any packaging agreement being entered into.
- (c) The [employee](#) shall confirm any acceptance to enter into a packaging agreement in writing.
- (d) The [employee](#) authorises the [employer](#) to make any appropriate adjustments to the [employee's](#) wages as per [clause 12.3\(a\)\(2\)](#) as a consequence of any change to a [benefit value](#) or packaging fee that may apply.
- (e) The [employee](#) shall be liable for any [fringe benefit tax](#) (or other tax) and any packaging fees payable on any benefit provided to the [employee](#) under this [clause 12](#).
- (f) Where, during the life of the packaging agreement entered into, an [employee](#) takes a period of leave, the following provisions shall apply:
- (1) **Leave period on full pay**  
the [employee](#) shall receive the [benefits](#) and wage referred to in [sub-clause 12.3\(a\)](#) of this section; or
  - (2) **Leave period without pay**  
the [employee](#) shall not be entitled to any [benefits](#) during the period of leave; or
  - (3) **Leave period on less than full pay**  
the [employee](#) shall receive:
    - (i) the [benefits](#); and
    - (ii) an amount of wage calculated by applying the following formula:  
 **$A = W \times P\% - [(100\% - P\%) \times B]$**   
where:
      - W = the wage determined under [sub-clause 12.3\(a\)\(2\)](#) of this section
      - P = the percentage of wage payable during the period of leave
      - B = the [benefit value](#)
      - A = the amount of wage
- (g) All other payments owing under this Agreement that are payable:
- (1) during employment;

(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 10](#) of this Agreement, in the absence of a packaging agreement.

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

(1) the [employer](#) shall be entitled to reimbursement of any overpayment; and/or

(2) the [employee](#) shall be responsible for any other liability incurred;

**PROVIDED** that, where the reimbursement of any overpayment or liability is to be made by the [employee](#) to the [employer](#), the repayment schedule shall be determined as prescribed in [clause 10.18](#) of this Agreement.

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## 13 Leave

### 13.1 Annual leave

(a) **Exclusions**

This [clause 13.1](#) does not apply to casual [employees](#).

(b) **NES and this agreement**

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

(c) **Annual leave loading**

(1) during a period of annual leave the [employee](#) shall be paid:

(i) the amount of wages they would have received in respect of the ordinary time which would have been worked had they not been on annual leave during the relevant period; plus

(ii) a loading equal to seventeen and one half percent (17.5%).

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

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

(d) **Timing of leave**

(1) the annual leave provided for by this [clause 13.1](#) shall be given and taken at a time mutually agreed upon by the [employer](#) and the [employee](#);

**PROVIDED** that no entitlement shall be permitted to accrue beyond six (6) months after becoming due.

- (2) where the [employer](#) and the [employee](#) so agree, annual leave may be broken into any combination;

**PROVIDED** that one (1) period shall be at least two (2) weeks (equivalent to ten (10) working days).

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

(e) **Paid leave in advance of accrued leave entitlement**

- (1) the [employer](#) may allow the [employee](#) to take paid annual leave either wholly or partly in advance, before the leave has accrued.
- (2) where such paid leave is taken, a further period of annual leave shall not commence to accrue until after the expiration of the period in respect of which annual leave has been taken before it accrued.
- (3) where paid leave has been granted pursuant to this [sub-clause 13.1\(e\)](#) and the [employee](#) subsequently leaves or is discharged from the service of the [employer](#) before completing the required amount of [service](#) to account for the leave provided in advance, the [employer](#) is entitled to deduct the amount of leave in advance still owing, from any remuneration payable to the [employee](#) upon termination of employment.

(f) **Cashing out of accrued leave entitlement**

Accrued annual leave entitlements may be cashed out subject to:

- (1) mutual agreement between the [employer](#) and [employee](#);
- (2) compliance with [NES](#) requirements in relation to the cashing out of leave;
- (3) consideration of Workplace Health and Safety matters including, but not limited to, when the [employee's](#) last period of leave was taken and for how long; and
- (4) Superannuation will be payable, at the applicable legislated rate, on any annual leave cashed out (excluding leave cashed out on termination).

## 13.2 Paid personal leave

(a) **Exclusions**

This [clause 13.2](#) does not apply to:

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

- (3) [employees](#) entitled to a period of absence covered by Workers Compensation.
- (b) **Paid personal leave (sick)**  
Paid personal (sick) leave entitlements are provided for in the [NES](#).
- (c) **Paid personal leave (carers)**  
Paid personal (carers) leave entitlements are provided for in the [NES](#).
- (d) This [clause 13.2 \(d\)](#) provides College specific detail and application, and supplements the [NES](#) provisions. **Upon commencement, new employees** will be provided with their entitlement to paid personal leave under [clause 13.2 \(b\) \(c\)](#) 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) **Personal leave and termination of employment**  
Accrued but untaken personal leave will not be paid out to an [employee](#) upon termination of employment.
- (f) **Discretionary additional leave**  
In cases where the leave of an [employee](#) has been exhausted and the [employer](#) considers that extenuating circumstances exist, the [employer](#) may, in its discretion, grant further paid or unpaid leave.

### 13.3 Unpaid carers leave

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

### 13.4 Paid compassionate leave

(a) **Exclusions**

This [clause 13.4](#) does not apply to:

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

(b) **NES and this agreement**

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

(c) **Entitlement**

[Employees](#), other than those prescribed in [clause 13.4\(a\)](#) above, shall be entitled to be absent for up to three (3) days per occasion, without loss of pay, or four (4) days in circumstances where interstate or international travel is required.

## 13.5 Unpaid compassionate leave

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

## 13.6 Long service leave

### (a) Employees other than a casual employee

#### (1) 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) Wages 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*.

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

## 13.7 Public holidays

### (a) Exclusions

This [clause 13.7](#) does not apply to:

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

### (b) Public holidays

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

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

### (c) Payment for public holidays

- (1) an [employee](#) who is entitled to take a public holiday shall be paid as prescribed in [clause 10.9\(a\)](#) of this Agreement.
- (2) an [employee](#) who works on a public holiday shall be paid as prescribed in [clause 10.9\(b\)](#) of this Agreement.

## 13.8 Community service leave

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

## 13.9 Parental leave

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

## 13.10 Paid primary carer leave

### (a) Application

This [clause 13.10](#) 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 13.10](#).

## 13.11 Paid Superannuation on unpaid parental leave

(a) **Entitlement**

If an [employee](#) is eligible for paid primary carer leave under this agreement; *and*

has proceeded on a period of unpaid primary carer leave in accordance with the provisions of the [NES](#);

(b) **Payment**

The [employer](#) will pay into the entitled [employee's](#) nominated superannuation account an amount equal to the superannuation guarantee contributions that would otherwise have been paid had they worked their normal hours for the duration of the entitlement unpaid primary carer leave period.

(c) **Calculation**

The payment will be calculated on the ordinary time wages the [employee](#) would have otherwise earned, had they worked their ordinary hours during the entitlement unpaid primary carer leave period.

(d) **Period**

The service period on which the payment is based shall be the entitlement unpaid primary carer leave period up to a maximum of 12 months.

**PROVIDED** that superannuation is paid for a maximum period of 12 months from when the primary carer leave period commenced.

## 13.12 Paid secondary carer leave

(a) **Application**

This [clause 13.12](#) 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 wage classification level 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 13.12](#).

## 13.13 Communicable diseases leave

(a) **Exclusions**

This [clause 13.13](#) does not apply to casual [employees](#).

(b) **Entitlement**

[Employees'](#) suffering from a [communicable disease](#) as defined in [clause 4](#) of this Agreement shall be entitled to a period of paid leave without deduction from his or her Paid Personal Leave entitlement.

**PROVIDED** that this [clause 13.13](#) does not apply where the [employee](#) is on any other form of approved leave at the time of contracting or recovering from a [communicable disease](#) recognised under this [sub-clause 13.13\(b\)](#).

(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 \(13.13\)](#) shall not apply where a communicable disease has been declared a pandemic and [clause 13.14 Paid Pandemic Leave](#) comes into effect.

## 13.14 Paid pandemic leave

(a) **Exclusions**

This [clause 13.14](#) does not apply to casual [employees](#).

(b) **Operation**

This [clause 13.14](#) 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 13.14](#), 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 [13.14 \(b\)](#) 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 [13.14\(c\)\(i\)](#) 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.

## 13.15 Paid Family and Domestic violence leave

- (a) Paid Family and Domestic Violence leave is provided for in the [NES](#)
-

## 14 Professional Learning

- (a) Professional learning is an essential element of development for all [employees](#) at Scotch Oakburn College and takes many forms, both external and internal to the [College](#).
  - (b) Where an [employee](#) wishes to attend professional learning they shall be required to complete the necessary application form and have it approved by their immediate Supervisor and/or the Business Manager.
  - (c) All Learning Support Assistants are required to participate in scheduled professional learning on one afternoon per week during term time, as determined by the relevant Deputy Principal. Paid time for attendance will form part of ordinary rostered hours.
  - (d) Where the [College](#) requires an [employee](#) to attend professional learning the [employee](#) shall attend as required.
  - (e) Where a staff member is required by the [College](#) to attend professional learning on a day they would not otherwise be at work, the [employee](#) shall be paid for the actual hours spent at professional learning, as set out in the [employee's](#) timesheet.
- 

## 15 Overnight Experiential Learning Programs

The [College](#) and [employees](#) recognise the important relationship of co-curricular activities and the learning of students.

[Employees](#) required to attend an approved overnight experiential learning program shall be entitled to:

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

## 16 Uniforms

Where the [employer](#) requires the [employee](#) to wear a uniform during the performance of the [employee's](#) duties, the [employer](#) may elect:

- (a) the uniform to be provided at the [employer's](#) expense, with laundering and maintenance at the [employee's](#) expense; or
  - (b) the [employee](#) to be paid an allowance as prescribed in [clause 11.4](#) of this Agreement.
-

# 17 Termination of Employment

## 17.1 Notice of termination

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

(b) **Exclusions**

This [clause 17](#) does not apply to any [employees](#) excluded from coverage of the notice of termination provisions in *Section 123* of the *Fair Work Act 2009* (Cth).

(c) **Employer and employee notice period**

(1) **Employees other than [maximum term](#), and casual employees**

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

(2) **Casual employees**

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

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

(3) **Maximum term employees**

The contract of employment may be terminated by either party by the giving of the requisite notice period as provided for in the [NES](#);

**EXCEPT** upon expiration of the maximum appointment period as specified in the contract of employment whereupon, no notice period is required by either party.

(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\(c\)](#), 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 1 weeks' wages for the employee.

## 17.2 Summary dismissal

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

## 17.3 Annual leave entitlements

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

## 17.4 Long service leave entitlements

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

## 17.5 Rostered days off entitlements

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

## 17.6 Monies owing under this Agreement

On the day of termination, an [employee](#) shall be entitled to receive any outstanding accrued entitlements calculated in accordance with [clause 13.1](#) and [clause 13.6](#) of this Agreement;

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

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

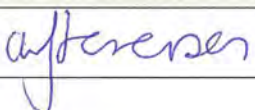
Employees eligible for redundancy payment under the [NES](#) will be entitled to receive payment set out in the table below, **OR** the redundancy payment provided for the [NES](#), whichever is greater of the two.

<b>Period of continuous service</b>	<b>Weeks of Redundancy pay at <a href="#">employee's</a> ordinary time wage rate as prescribed in <a href="#">clause 10.4(a)</a></b>
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 Signatories to the Agreement

Signed for and on behalf of the <b>employer</b> Scotch Oakburn College Inc	
Full Name and Address	Position
<b>Ms Michelle Franke</b> 85 Penquite Road NEWSTEAD, TAS 7250	<b>Employer</b> Representative (Director People and Culutre)
Signature	Date
	29/11/23

Signed for and on behalf of the <b>employees</b> employed as staff by Scotch Oakburn College Inc	
Full Name and Address	Position
<b>Michelle Stevenson</b> 85 Penquite Road NEWSTEAD, TAS 7250	Employee Bargaining Representative ( <b>Employee</b> )
Signature	Date
	29/11/2023



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THE FAIR WORK COMMISSION

FWC Matter No.: **AG2023/4677**

**Application for approval of the Scotch Oakburn College Staff Enterprise Agreement 2024 -2027**

Applicant:

**Scotch Oakburn College**

**Section 185 – Application for approval of a single enterprise agreement**

### Undertaking – Section 190

I, **Karen van der Aa, Business Manager**, have the authority given to me by Scotch Oakburn College to give the following undertakings with respect to the **Scotch Oakburn College Staff Enterprise Agreement 2024 -2027** ("the Agreement"):

1. Clause 9.2 (d) Table: Ordinary hours worked and Penalty  
Within a spread of ordinary hours from 6.30am – 6.30pm
2. Clause 4 Definitions  
Afternoon shift means any shift that finishes after 6.30pm and at or before midnight.
3. Clause 10.3  
PROVIDED that, should the Educational Services (Schools) General Staff Award 2010 rate plus 25% be greater than the Scotch Oakburn College Staff Agreement 2024 rate plus 20%, then the Agreement rate plus 25% shall apply.

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

Signature  \_\_\_\_\_

Date 19 January 2024

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

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

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

