

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s.170LK Agreement

Outdoor Education Group

**OUTDOOR EDUCATION GROUP (OEG) – Administrative and Support Services -
CERTIFIED AGREEMENT 2005**

Senior Deputy President Lloyd

Melbourne 26 August 2005

CERTIFICATION OF AGREEMENT

In accordance with section 170LK of the Workplace Relations Act 1996, the Commission hereby certifies the attached written agreement

This agreement shall come into force on and from 26 August 2005 and shall remain in force until 25 August 2008.

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Part A – Preliminary Matters

1. TITLE

- 1.1. This Agreement shall be known as The Outdoor Education Group – Administrative and Support Services - Certified Agreement 2005.

2. DATE AND PERIOD OF OPERATION

- 2.1. This Agreement will come into operation on the date of certification and remain in place for a period of three years.

3. COVERAGE OF AGREEMENT

- 3.1. This Agreement shall apply to The Outdoor Education Group employees that have no field load working at various locations throughout Australia, excluding the CEO.
- 3.2. This Agreement operates to the exclusion of all awards and other industrial agreements.

4. DEFINITIONS

- 4.1. “Employer” shall mean The Outdoor Education Group (OEG).
- 4.2. “Chief Executive Officer” (CEO) means the Chief Executive Officer or their nominee.
- 4.3. “Employee” means any OEG staff member who is appointed to work “admin days”, that is without a field load.
 - 4.3.1. Full time means any employee working the equivalent of 5 full days/week (38 hours) over the year.
 - 4.3.2. Part time means any employee who
 - works less than 5 days/week (38 hours) over the year and receives on a pro-rata basis equivalent pay and conditions to those of full time employees
 - 4.3.3. “Specified Term Employee” means any employee with a contract of employment, specifying employment at a certain load, between specified dates.
 - 4.3.4. “Casual Employee” means an employee appointed for particular work, programs or projects, usually on an irregular basis, as a relieving staff member or in an emergency etc.
- 4.4. “Agreement” means The Outdoor Education Group – Administrative and Support Services - Certified Agreement 2005.
- 4.5. “EFT” stands for Effective Full Time, and refers to fractional workloads. Eg 0.8 EFT is equal to 80% of a full time workload.
- 4.6. “Fraction” or “Fractional Load” refers to the quantum of a part time workload.
- 4.7. “Payroll year” refers to the OEG payroll year which commences on Monday 9 January 2006, and the equivalent Monday in future years. This year is for rostering

purposes only and does not affect payment or holiday accrual.

4.8. Rostered Time Off” means either/all of:

- 4.8.1. Annual Leave,
- 4.8.2. Additional leave,
- 4.8.3. Non work time due to part time workload, and
- 4.8.4. Days in Lieu of additional time worked.

5. DUTIES

5.1. The duties of an employee are outlined in the position statement relevant to the position, but may vary in line with the needs of clients and the operational requirements of OEG.

5.2. OEG may direct an employee to perform such duties as are within the limits of the employee’s skill, competence and/or training.

5.3. OEG’s expectations of employees will include, but are not limited to:

- 5.3.1. managing and/or delivering administrative services to support OEG business operations and program delivery,
- 5.3.2. planning and preparing for programs as determined by OEG,
- 5.3.3. planning and implementation of services related to distribution, maintenance, stock control and return of equipment, vehicles , food and other supplies related to the effective operation of programs,
- 5.3.4. providing front of house, catering, cleaning, maintenance and other services to support programs and centre management,
- 5.3.5. undertaking OEG related activities such as OEG Conference/team days, client/supplier liaison, meetings with schools, community liaison,
- 5.3.6. participation in professional development and training as directed;
- 5.3.7. contribution to the research, development, implementation and evaluation of a projects or programs, and
- 5.3.8. participation in OEG planning and decision-making processes.

6. CASUAL EMPLOYEES

6.1. The following clauses do not apply to casual employees 20, 25-35.

Part B – Terms and Conditions of Employment.

EMPLOYMENT RELATIONSHIP

7. TERMS OF ENGAGEMENT

- 7.1. Upon engagement, OEG will provide an employee with a letter of appointment, consistent with the terms of this Agreement.
- 7.2. During the operation of this Agreement, any employee may enter, by negotiation, into an individual Australian Workplace Agreement (AWA) which may exclude in part or in whole the operation of this Agreement. In such a case the AWA will prevail over the terms of this Agreement to the extent of any inconsistency.
- 7.3. A three month probation period applies to all new employees. Any employees appointed for a trial period will be paid for the time worked.

8. ANTI-DISCRIMINATION

- 8.1. It is the intention of the parties of this Agreement to prevent and eliminate discrimination on the basis of sex, marital status, sexual orientation, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity, and association with, or relation to a person identified on the basis of the above attributes, in accordance with the prevailing legislation.

9. GRIEVANCE SETTLEMENT PROCEDURE

- 9.1. This procedure will apply to all grievances and disputes including any grievances and disputes arising out of the application and/or interpretation of this Agreement.
- 9.2. Where a grievance arises, the employee or employees concerned should raise the matter in the first instance with their immediate supervisor.
- 9.3. Where the issue is unable to be resolved the matter may be brought to the attention of the CEO for further investigation and discussion.
- 9.4. If the matter remains unresolved the matter may be referred to the Australian Industrial Relations Commission for conciliation and, if necessary, arbitration.
- 9.5. At all stages of this procedure an employee may choose to be represented.

10. SAVINGS CLAUSE

- 10.1. Nothing in this Agreement is intended to operate to reduce any employee's current employee entitlement. Further, nothing in this agreement is intended to alter or displace any employee's beneficial entitlement prescribed in Federal or Territory legislation.

WORK ARRANGEMENTS

11. LOADS

A load is the agreed amount of administration days that a person is required to work in the year, in combination with their holidays. A persons' agreed load is an inherent part of the contract of employment.

- 11.1. The load of any position (full time/part time) is determined by the Head of Department based on the organizational requirements and work flow generated by programs. Fractional loads (part time) may be allocated as a regular number of days per week; or loaded to meet peak work times.
- 11.2. This agreed load is calculated as an agreed number of days required to be worked in the year. Administrative and support services staff loads are based on a 38 hour week.
- 11.3. Variations to load must be negotiated with the Head of Department, to ensure that OEG to controls expenditure on administration wage costs, within the budget.
- 11.4. Significant variations to rostered administration time (when load is worked) must be authorized by the Head of Department.

12. FLEXIBILITY OF WORKING TIMES FOR ADMINISTRATION DAYS

- 12.1. Some positions are required to operate within standard business hours or at other prescribed (rostered) times, so as to provide optimum service to clients (refer to Clause 13).
- 12.2. OEG supports a flexible work place. After consideration of any restrictions in 12.1, and subject to mutual negotiation with their supervisor, employees may choose;
 - 12.2.1. Their own hours of work on administration days, so long as they complete their allocated duties,
 - 12.2.2. Take time off for personal reasons during the administration day, so long as they complete their allocated duties,
 - 12.2.3. Commence work late or leave early so long as they complete their administration duties to an agreed standard.
- 12.3. Where practical, employees exercising their rights under the previous clauses must inform their supervisor and OEG reception and implement appropriate arrangements to cover enquiries.

13. ROSTERING AND ROSTERED TIME OFF

- 13.1. A staff load may be rostered in a range of combinations with time in lieu taken at other times. Where arrangements exceed 20 days (152 hours) in a 4 week period, days may be banked up to a maximum of 6 days in a 6 month period
- 13.2. Where seasonal factors affect workflow (particularly in Operations) the hours of work can be averaged over the 52 weeks.
- 13.3. Subject to the above clauses, the flexibility of hours of work arrangements should meet the following conditions, unless negotiated directly with the staff member:
 - 13.3.1. An staff member should have eight full days off per four week period;

- 13.3.2. No staff member should work more than ten days in succession without a day off.
 - 13.3.3. A staff member should work up to a maximum of eleven and a half hours on any one day. These hours are exclusive of meal break intervals.
 - 13.3.4. A staff member should not be rostered to work for more than ten hours per day on more than three consecutive days without a break of at least 24 hours, and
 - 13.3.5. No more than eight days of more than ten hours should be worked in a four week period.
- 13.4. Rosters are drafted in the preceding term, by the Head of Department. As the roster is subject to organisational needs, it may change at any time.
- 13.5. A copy of the roster is provided to all employees.
- 13.6. Changes under 2 weeks are implemented in consultation with the employee.
- 13.7. Employees on fractional loads that are not a standard number of days per week, must be available for work to meet OEG's operating needs, and will be rostered to take any "rostered time off" comprising holidays or other time off during quiet periods on the OEG calendar.
- 13.8. Employees may take time off ("rostered time off") provided that;
- they can fulfil their load within the relevant term
 - they give adequate notice (usually in the preceding term, at the time of drafting the roster), and
 - the Head of Department (or nominated team leader) approves the request.
- 13.9. If the employee's load cannot be fulfilled within the term, or by the end of the payroll year;
- the rostered time off may not be approved; or the employee may negotiate
 - leave with out pay for that period, or
 - transfer of the underload into the following term/year (maximum 5 days); or
 - have it deducted from the calculation of their annual leave entitlements if they are leaving.
- 13.10. If an employee works over their load, the extra days may be;
- deducted from subsequent terms load to a maximum of 10 days, or
 - paid as additional days, or
 - paid out in full plus accrued entitlements if they leave OEG's employment.

14. WEEKENDS

- 14.1. All employees may be called upon to work on weekends occasionally. This may be compensated by
- 14.1.1. time in lieu as part of their load consistent with Clause 13; or
 - 14.1.2. paid as a casual day above their load and therefore not attract any holiday entitlements or other benefits.
- 14.2. If 2 weekend days are rostered consecutively an employee should get 2 consecutive days off, unless negotiated with the employee.
- 14.3. Where substantial weekend work is an inherent part of the position this will be compensated for by higher rates of pay by negotiation at the time of contracting.

15. INTERSTATE DUTIES

- 15.1. OEG operates through out Australia. Employees may be required to work away from their base of employment at certain times. Rostering away from base of employment will be negotiated.

16. LOCATION OF EMPLOYMENT AND TRAVEL

- 16.1. All OEG employees are employed from a designated base.
- 16.2. If an employee is required to travel to another location more than 50km from the contracted base of employment, or required to travel at all once they have already commenced their days work at the contracted base of employment;
- 16.2.1. They will be provided with a company vehicle and fuel cost (shared or individual), or
- 16.2.2. Be reimbursed on a cents/km basis to use their own private vehicle – if this has been approved in writing by CEO, or
- 16.2.3. Have other travel expenses (eg rail, air etc) reimbursed on a pre arranged basis if this is more logical, cost effective or time efficient.
- 16.2.4. No reimbursement for private vehicle use of travel expenses may be made retrospectively by OEG, unless in the case of an emergency.
- 16.3. Employees may not travel within the 50km radius described above, in a private vehicle on roads that are not made for 2WD vehicles.
- 16.4. Employees may not carry OEG equipment in private vehicles unless this has been approved and noted by OEG.
- 16.5. If an employee is required to travel interstate they will be provided with transport, and the travelling time will be rostered.

REMUNERATION AND BENEFITS

17. RATES OF PAY

- 17.1. Full time rates of payment for permanent and specified term employees.

Band	1	2	3	4	5	6	7	8
Pay Level								
1		28,750	32,750	37,250	42,000	48,000	54,000	60,000
2		29,500	33,500	38,000	43,000	49,000	55,000	
3	25,750	30,250	34,250	38,750	44,000	50,000	56,000	
4	26,500	31,000	35,000	39,500	45,000	51,000	57,000	
5	27,250	31,750	35,750	40,250	46,000	52,000	58,000	
6	28,000	32,000	36,500	41,000	47,000	53,000	59,000	

The wages rates prescribed above will be increased by 2.5% on the first pay period of the new payroll year commencing from January 2006, for the remainder of the agreement.

- 17.2. Wage rates are rounded to the nearest dollar.
- 17.3. Casual employees will receive a daily rate of pay, plus a casual loading, calculated as follows;

- 17.3.1. a daily rate is calculated by dividing the appropriate annual full time salary by 52.178 to derive a weekly pay rate; and then by 5 to derive a day rate of pay; plus
- 17.3.2. an additional loading of 25%.

18. PAYMENT OF WAGES

- 18.1. Employees shall be paid on a fortnightly basis.
- 18.2. Employees will be paid by electronic funds transfer, at no cost to the employee, into a bank account nominated by the employee. Payment may be made by cheque at the discretion of the CEO.

19. SUPERANNUATION

- 19.1. Superannuation contributions will be paid in accordance with prevailing Federal legislation into the employee's account, with the organisation's superannuation provider or any other complying superannuation fund if specifically requested.

20. REMUNERATION PACKAGING

- 20.1. OEG will offer employees the opportunity to package the following expense benefit items, at the discretion of the CEO,
 - 20.1.1. Remuneration packaging admin fees
 - 20.1.2. Employee additional superannuation contributions
 - 20.1.3. Notebook computers
 - 20.1.4. Mobile phones
 - 20.1.5. Motor vehicles
- 20.2. The gross cost of a benefit item to an employee's remuneration package will be the amount allocated to the item by the employee plus the tax imposed on the item by the Fringe Benefit Tax Assessment Act 1986 (FBTAA).
- 20.3. Should there be a change to the FBTAA, which causes an increase in the amount of Fringe Benefit Tax (FBT), which has to be paid on each benefit item; the cost of such increase in FBT will be borne by the employee.
- 20.4. In addition to FBT, the employee will bear all other costs, fees and charges associated with provision of remuneration packaging.
- 20.5. OEG recommends that employees obtain expert, independent, professional advice before any remuneration packaging decision is made.
- 20.6. OEG may appoint an external party to administer employee's remuneration packaging arrangements in consultation with OEG.
- 20.7. Remuneration packaging shall not increase an employee's total cost of employment.
- 20.8. During the agreed period OEG or the employee may request a review of the package for any reason including the event that its cost or benefits are materially affected by changes in tax rulings or legislation.
- 20.9. Where at the end of the agreed period the full amount allocated to the specific benefit has not been utilised, by agreement between OEG and the employee, any

unused amount may be carried forward to the next period, or paid as salary, which will be subject to the usual taxation requirements.

- 20.10. Notwithstanding the provisions of this clause, the remuneration package may be terminated by mutual agreement or by either party providing one calendar month's notice.

21. PROFESSIONAL DEVELOPMENT

- 21.1. OEG encourages all employees to develop their professional skills. The purpose of this is to further the personal and professional development of all employees.
- 21.2. Staff training needs are determined on an annual basis, to meet OEG staff rostering and human resource requirements. Courses in the "determined" skill areas are prioritised for subsidy allocation (paid days and/or course costs).
- 21.3. OEG will set aside a professional development pool equivalent to six days per EFT load for the purpose of paying employees to participate in professional development.
- 21.4. OEG will set aside a budget for the payment of course providers' equivalent to two days per EFT load and a standing contribution based on other budgetary requirements.
- 21.5. If an employee wishes to undertake training in an area that has been determined by OEG to be high priority in that year, then the employee may be allocated a subsidy of paid days and course costs, at the discretion of the staff training coordinator, in accordance with the need for this type of skill and the equitable distribution of resources.
- 21.6. Where OEG determines a high need for a given skill, employees may be offered fully subsidised courses, in terms of paid days and course costs, by the staff training coordinator.

22. REFRESHMENT AND MEALS

- 22.1. An employee rostered on consecutive administration days away from base of employment will be provided accommodation with cooking facilities or meal allowances equivalent to dinner on the first day to lunch on the last day.

23. OEG EQUIPMENT FOR EMPLOYEE'S PERSONAL USE

- 23.1. During employment at OEG, an employee is entitled to reasonable use of specified OEG equipment when equipment is not required for OEG programs.

24. UNIFORMS

- 24.1. All employees who are provided with a uniform are expected to wear it as required and appropriate when in contact with customers and providers.

LEAVE

25. PERSONAL LEAVE

- 25.1. Employees are entitled to paid personal leave of eight days in each year.

- 25.2. Paid personal leave is available to an employee when the employee is absent due to:
- 25.2.1. Personal illness or injury (sick leave),
 - 25.2.2. For the purposes of caring for an immediate family member who is sick and requires the employees care and support (carers leave).
- 25.3. Sick Leave
- 25.3.1. Sick leave, if not taken shall accrue from one year to the next without limit.
 - 25.3.2. Where an employee resigns and returns to employment with OEG within three years, their sick leave entitlement at the time of resignation shall be carried over.
 - 25.3.3. Accrued sick leave is not an entitlement on termination.
 - 25.3.4. An employee is entitled to sick leave provided that, if requested, the employee shall provide a medical certificate or other evidence satisfactory to the CEO for any absence of more than two consecutive days.
 - 25.3.5. An employee who has exhausted their sick leave entitlement and who has been employed for three years or more may be given additional leave with pay for as long as the CEO considers reasonable.
- 25.4. Carers Leave
- 25.4.1. An employee may use up to five days per year of personal leave as carers leave to care for a dependant. The employee must, if requested by the CEO, provide a medical certificate or other satisfactory evidence to establish the illness of the person concerned.

26. PARENTAL LEAVE

- 26.1. After twelve months continuous service employees are entitled to 52 weeks unpaid parental leave.
- 26.2. Requests for parental leave must be in writing, one full term in advance.
- 26.3. Where an employee is granted unpaid parental leave in accordance with clause 26.1 of this Agreement to be the primary caregiver of a child, and the employee has three years continuous service, the employee is entitled to be paid a parental allowance at the employee's ordinary rate of pay for the first four weeks of the period of;
- 26.3.1. maternity leave, provided that the leave would otherwise have been unpaid and unless otherwise agreed, is taken before the child is twelve weeks old,
 - 26.3.2. adoption leave, provided that the leave would otherwise have been unpaid and unless otherwise agreed, is taken during the first twelve weeks of the child's placement with the employee,
 - 26.3.3. paternity leave, provided that the leave would otherwise have been unpaid and unless otherwise agreed, is taken before the child is twelve weeks old,
 - 26.3.4. only one parent may be designated the primary care giver. A Statutory Declaration may be required to prove which parent is the primary care giver.
- 26.4. Where an employee has 3 years service and is not the primary caregiver of the child, the employee is entitled to a parental allowance at the employee's ordinary rate of pay for up to one week of maternity, paternity or adoption leave that would otherwise have been unpaid leave, provided the leave is taken within twelve weeks of the birth, or placement of the child.
- 26.5. From the commencement of this Agreement, an employee must have a minimum of twelve months' service, if returning from parental leave, before being eligible for

a further payment pursuant to Clause 26.3 above. Where an employee has less than twelve months service with OEG following a period of parental leave, the employee may make application for payment, citing reasons in support of the payment. Payment, if any, will be at the discretion of the CEO.

- 26.6. Where OEG employs both parents of the child, only one parent will be entitled to receive payment pursuant to Clause 26.3 above. The second parent will be entitled to payment pursuant to Clause 26.4.
- 26.7. The parental allowance is not payable during a period of paid leave.
- 26.8. Parental leave is not counted for the purpose of accrual of any benefits or entitlements under this Agreement.

27. BEREAVEMENT LEAVE

- 27.1. An employee is entitled to up to three days bereavement leave on the death of an immediate family member (includes foster, step and de-facto relationships).
- 27.2. Additional leave may be granted at the discretion of the CEO.
- 27.3. Bereavement leave is not cumulative.

28. SPECIAL LEAVE

- 28.1. Leave of absence on full pay may be granted to an employee in any case, where in the opinion of the CEO, circumstances justify the granting of such leave.

29. VOLUNTEER SERVICES LEAVE

- 29.1. Employees will be eligible for Voluntary Emergency Service duty when the days coincide with days rostered to work for OEG. The roster used will be the advertised roster seven days prior to the days in question.
- 29.2. The field or administration designation of the days taken as leave would be as they appeared on the advertised roster prior to them going on the special leave.
- 29.3. Employees with a load of 0.8EFT or above will be paid for up to ten days per year when they are working in a voluntary capacity with an emergency service. The days do not accrue from year to year. Normal leave (holiday and sick) accrue on these days.
- 29.4. Employees with a load less than 0.8EFT are allocated days pro rata.
- 29.5. Casual employees are not eligible for any paid days, nor do voluntary emergency services leave form part of their workload
- 29.6. Eligible emergency services include the Country Fire Authority, Rural Fire Service, the State Emergency Service or the local Ambulance and Search and Rescue organisations, or at the discretion of the CEO. The employee is only eligible whilst responding to emergency situations.

30. JURY SERVICE LEAVE

- 30.1. An employee, other than a casual employee, required to appear and/or serve as a juror will be entitled to be granted leave for the period during which attendance at court is required.
- 30.2. An employee must notify OEG as soon as possible of the date upon which the employee is required to attend for jury service and an estimate of the duration of the absence from duty.
- 30.3. An employee must provide OEG with details of payment made by the Court Authorities with respect to jury service.
- 30.4. Subject to clause 30.3, OEG will reimburse the employee an amount equal to the difference between the amount paid by the court for jury service and the employees' ordinary pay.

31. HOLIDAYS

31.1. Base Holiday Accrual

All employees receive four weeks annual leave per annum, plus two weeks of extra leave in lieu of public holidays. In total this six weeks is called "base leave"

- 31.2. Employees will be paid an annual leave loading of 17.5% on the four weeks annual leave, on the first holiday pay week in the summer vacation, or on a pro rata basis at an earlier date as required.

31.3. Additional Holiday Accrual

Non field employees receive an additional 1 week holiday (pro- rata).

32. LONG SERVICE LEAVE

- 32.1. An employee who has completed ten years continuous employment with OEG is entitled to ten weeks long service leave.
- 32.2. An employee is entitled to an additional five weeks long service for each additional five years of continuous employment.
- 32.3. Leave without pay does not break continuity of employment, but is not to be taken into account in calculating the period of service for long service leave purposes.
- 32.4. Periods of service not broken by more than three years following resignation from OEG, will be counted as service for the calculation of long service leave entitlements.
- 32.5. Employees may take twice their accrued long service leave entitlement on half pay.
- 32.6. An employee whose service has been;
 - 32.6.1. all full-time, or
 - 32.6.2. all part-time at the same time fraction is paid their normal salary during long service leave
- 32.7. An employee whose time fraction has varied during their employment is paid at a proportional rate during long service leave. The rate is calculated by determining an average of the employee's time fraction over the period of continuous service.

- 32.8. Long service leave shall be taken at a mutually convenient time.
- 32.9. If an employee is forced to leave after eight or more years, but before ten years due to illness or other circumstances, the special circumstances will be considered by the CEO.

33. LEAVE WITHOUT PAY

- 33.1. Employees are encouraged to take leave without pay (LWOP) for lifestyle reasons, personal trips or extended holidays. Applications must be made in writing to the CEO. Applicants will be notified in writing if the application has been accepted within 21 days.
- 33.2. The following guidelines are utilised to determine applications. The CEO reserves the right to determine applications on other grounds.
- 33.2.1. Applications will only be considered if a minimum of two years service to OEG has been undertaken prior to the date of departure. For employees with an administrative or management position the two years minimum applies also to their current position, thus a person may have been with OEG for four years, and in the last year accepted a new position of major responsibility in this case an application for LWOP may be denied.
- 33.2.2. Applications must be made a minimum of six months prior to the last day of work. This may be varied at the discretion of the CEO.
- 33.2.3. The applicant must return with all certifications required for the position and these must be current.
- 33.2.4. If LWOP is granted, the applicant will be required to notify the CEO in writing by a specified date, of the date they will be returning. If this confirmation is not received in writing by the specified date, the LWOP is considered automatically and without notification cancelled.
- 33.2.5. Any manager taking LWOP is required to make a satisfactory handover to their stand in before leaving.

TERMINATION AND REDUNDANCY

34. TERMINATION

- 34.1. OEG is required to give four weeks notice in writing of the intention to terminate an employee's employment, or full payment in lieu of notice will be given.
- 34.2. The period of notice will not apply in the case of dismissal for conduct that justifies summary dismissal.
- 34.3. An employee is required to give OEG four weeks notice of termination in writing. OEG may withhold salary deduction for period of notice not given or worked.
- 34.4. OEG will provide a statement of service to all employees detailing the period of employment and the duties performed.

35. REDUNDANCY

- 35.1. OEG will explore ways of avoiding redundancy before it makes a definite decision that redundancy will occur. This process might involve negotiating with affected employees or other employees to take long service leave, reduction to part-time work, notification of intention to retire, early retirement and taking leave without pay. Transfer to other duties and relevant retraining, where appropriate, is also to be considered. The exploration of these alternatives should be consistent with the

best interests of the participants and OEG and realistic in terms of the practicality of the outcomes.

- 35.2. Where OEG has made a definite decision that OEG no longer wishes the job the employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to redundancy of employment, OEG will hold discussions with the employee directly affected and the employee's representative, if requested.
- 35.3. OEG will hold discussions as soon as practicable after OEG has made a definite decision which will invoke the provisions of 35.2. OEG will discuss, amongst other things;
- 35.3.1. the reasons for the proposed redundancy,
 - 35.3.2. measures to avoid or minimise the redundancy,
 - 35.3.3. measures to mitigate any adverse effects of any redundancy on the employee concerned.
- 35.4. For the purposes of the discussion pursuant to 35.3, OEG will, as soon as practicable, provide in writing to the employee concerned, all relevant information about the proposed redundancy including;
- 35.4.1. the reasons for the proposed redundancy,
 - 35.4.2. the number and categories of employees likely to be affected,
 - 35.4.3. the period over which the redundancy is likely to be carried out.
- 35.5. For the purposes of 35.3, OEG is not required to disclose confidential information the disclosure of which would be contrary to OEG's interests.
- 35.6. The following scale of severance payments will apply pro rata for part time loads:

Period of Continuous Service	Severance Pay
Less than 1 year	Nil
1 year but less than 2 years	4 weeks pay
2 years but less than 3 years	6 weeks pay
3 years but less than 4 years	7 weeks pay
4 years but less than 5 years	8 weeks pay
5 years but less than 6 years	10 weeks pay
6 years but less than 7 years	11 weeks pay
7 years but less than 8 years	13 weeks pay
8 years and over	12 weeks pay

36. INTRODUCTION OF MAJOR CHANGE

36.1. OEG's duty to notify

- 36.1.1. Where OEG is proposing to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, OEG will notify the employees who may be affected by the proposed changes.
- 36.1.2. "Significant Effects" include
- 36.1.2.1. termination of employment,
 - 36.1.2.2. major changes in the composition, operation or size of OEG's work force or in the skills required,
 - 36.1.2.3. the increase or decrease of job opportunities, promotion opportunities or job tenure,

- 36.1.2.4. the alteration of duties,
- 36.1.2.5. the need for retraining or transfer of employees to other work or locations, and
- 36.1.2.6. the re-structuring of jobs.

36.1.3. Provided that where this Agreement makes provision for alteration of any of the matters referred to herein, an alteration will be deemed not to have significant effect.

36.2. OEG's duty to discuss change

36.2.1. OEG will discuss with the employees affected by the introduction of the changes referred to in 37.1 including, the effects the changes are likely to have on employees, and measures to avert or mitigate the adverse effects of such changes, and will give prompt consideration to matters raised by the employees in relation to the changes.

36.2.2. The discussions will commence as early as practicable.

36.2.3. For the purposes of such discussion, OEG will provide to the employees concerned, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that OEG will not be required to disclose confidential information, the disclosure of which would be contrary to OEG's interests.

SIGNED FOR AND ON BEHALF OF OEG (Signed) _____

(Printed Name) Anthony Pammer

(Role) Chief Executive Officer OEG

SIGNED FOR AND ON BEHALF OF
OEG EMPLOYEES

(Signed) _____

(Printed Name) Joanne Collett

(Role) Personal Assistant (Schools Division)

SIGNED FOR AND ON BEHALF OF
OEG EMPLOYEES

(Signed) _____

(Printed Name) Luke Curtain

(Role) Systems Administrator

SIGNED FOR AND ON BEHALF OF
OEG EMPLOYEES

(Signed) _____

(Printed Name) Chris Mulcahy

(Role) Reception, Moss Vale

SIGNED FOR AND ON BEHALF OF
OEG EMPLOYEES

(Signed) _____

(Printed Name) Elizabeth Peddie

(Role) Head of Human Resources

SIGNED FOR AND ON BEHALF OF
OEG EMPLOYEES

(Signed) _____

(Printed Name) Anne Reid

(Role) Assistant Coordinator (Catering)

SIGNED FOR AND ON BEHALF OF
OEG EMPLOYEES

(Signed) _____

(Printed Name) Susan Sallabanks

(Role) Admin Coordinator (Jungai Centre)

SIGNED FOR AND ON BEHALF OF
OEG EMPLOYEES

(Signed) _____

(Printed Name) Matthew Schwer

(Role) Operations Store Person

SIGNED FOR AND ON BEHALF OF
OEG EMPLOYEES

(Signed) _____

(Printed Name) Lynne Vaughan

(Role) Business Operations Moss Vale

Schedule One

OEG Band Classifications

Broad outlines describing how/why jobs are classified at each Band. In a national model – all positions work for OEG and may deliver programs, projects and activities in a variety of locations. However some positions carry on-going accountability for the delivery of outcomes across the organisation, this is reflected in salary classifications. Also qualification alone is not the sole determinant for being in a particular band – the evaluation must include consideration of the other descriptors.

OEG Band 1	ADMIN ONLY
25,750-28 000	<p>VCE/HSC or School Certificate. Good communication (English) and/or mathematical skills.</p> <p>Work with routine supervision and detailed directions.</p> <p>Accurate, organised, prioritises own work within established methods and procedures/task based work.</p> <p>Flexibility to make operational changes to procedures to manage own work; may train others in the tasks.</p> <p>Responsible for quality of own service provided - accuracy, timeliness, resolving routine problems. Make suggestions for and implement solutions for non-routine problems.</p> <p>Typical work: Stores: storing/packing goods; preparing and receipt of documentation, using computer, stock checks, housekeeping the workspace; receive and dispatch goods, repair and maintain equipment.</p> <p>Casual administrative work: incl reception & basic customer service, basic keyboard, switch, office machines, shredding, photocopying, mail, filing and record keeping, counting/receipting petty cash, data entry, storage and retrieval.</p> <p>Catering: cleaning kitchen/utensils, food preparation, cooking, clearing dining room; storing/packing goods; documentation, using computer, stock checks, housekeeping the workspace; preparing menus, ordering for programs. Guest services = laundry and linen, repairs, general cleaning. General maintenance.</p> <p>Catering , Operations, Maintenance</p>

OEG Band 2	ADMIN ONLY
28,750-32,000	<p>VCE/HSC or School Certificate with post-school training (Cert IV/Trade level) – or demonstrated equivalent years (2-3) experience and on the job training. Good communication (English) and/or mathematical skills.</p> <p>Work with limited routine supervision; may work without supervision (eg on weekends).</p> <p>Accurate, organised, prioritises own work within established methods and procedures. Judgment may be required to make choices within established methods. At upper end of band apply detailed knowledge of organisation to resolve issues/arrangements in such areas as client requirements, service knowledge, and respond within established parameters and policies. Flexibility to make operational changes to procedures to manage own work. May show others/train others in work procedures</p> <p>Responsible for quality of own service provided - accuracy, timeliness, resolving routine problems. Make suggestions for and implement solutions for non-routine problems. At top of band range and choice of actions will be diverse.</p> <p>Typical work Stores: storing/packing goods; preparing and receipt of documentation, using computer, stock checks, housekeeping the workspace; receive and dispatch goods, schedule and undertake regular/emergency repair and maintenance of equipment, operate machinery.</p> <p>Clerical: In addition to band one, Reception - supervises all front office operations; secretarial skills/PA, accounts payable and receivable, reimbursements, prepare end of period financial summaries, reconciliations, Effective customer liaison ; administer dbases ; deal with sensitive (commercially /personal) information ;</p> <p>Catering & Guest Services: completes and supervises all kitchen work; cooking all meals, runs kitchen, ordering and stock control, trains/supervises other cooks/kitchen hands. Supervise housekeeping & some other services arrangements.</p> <p>Accounts , PA roles, Operations positions</p>

OEG Band 3	ADMIN ONLY
32,750 – 36,500	<p>HSC/VCE with post-school training/qualifications (eg TAFE Diploma or first degree level) – or demonstrated equivalent years (3-5) experience and on the job training. Excellent communication and numeracy skills. Proficiency with a range of computer applications. May supervise others – monitor and manage work quality. Coordinates activities and programs/projects. Provides advice on operations to management. Ability to monitor and report (written and verbal) on resources, program development and other performance measures. Preparing contracts and post program/projects follow-up.</p> <p>Significant flexibility/latitude in resolving problems, determining solutions, use of resources within OEG guidelines & budgets. Analyse and resolve problems for the area of responsibility.</p> <p>Operate as a “specialist” in providing organisational advice or service within a function. Negotiate, liaise and develop relationships with clients and stakeholders to provide effective services.</p> <p>Minimal supervision. Ability to determine and implement operational priorities, outcomes and service levels within broad guidelines. Must be able to exercise initiative, discretion and judgment within the range of their skills and knowledge. Supervision is by means of reporting to more senior staff as required.</p> <p>Typical work Stores and Catering: Administration/2-I-C of a section (catering or operations) at one or more sites (ordering, reconciliation, and quality control, staff supervision) is at this level.</p> <p>Clerical /Admin: Apply knowledge of the organisation's objectives and performance, to coordinate and administer activities. Executive PA level – operate with delegated executive authority.</p> <p>HR , IT Helpdesk, Project Officers,</p>

OEG Band 4	ADMIN ONLY
37,250 – 41,000	<p>Post-school qualifications (eg TAFE Certificate/Diploma or degree level)/ or equivalent (5+ years in area of responsibility). Excellent communication and numeracy skills. Proficiency with computer applications. Specialist knowledge in specific areas.</p> <p>Supervises staff. Coordinates activities and programs/projects. Provides advice on operations to management.</p> <p>Significant flexibility/latitude in resolving problems, determining solutions, use of resources within OEG guidelines.</p> <p>Determine and implement operational priorities, outcomes and service levels within broad guidelines. May develop & monitor organisational guidelines/policy in area of specialty.</p> <p>Supervises projects/programs or small sections (state or national). Administers use of resources against budget. Inputs into budget development.</p> <p>Typical work National management of the catering and operations sections across sites/interstate setting the policy and procedures (ordering, reconciliation, quality control and staff management/appraisal) are at this level.</p> <p>Clerical/Admin: IT – coordinating multi- user system and running helpdesk; Apply knowledge of the organisation's objectives and performance to deliver programs, projects or discrete specialized activities.</p> <p>HR Coords, Specialist Project Officers, IT Support/Training, Marketing</p>

OEG Band 5	ADMIN ONLY
42,000-47,000	<p>Degree level qualifications in relevant field of expertise or equivalent (5-10 years in area of responsibility). Excellent communication and numeracy skills. Proficiency with computer applications. Specialist knowledge/expertise and experience in an area/ subset of function.</p> <p>Several years leading, coordinating OE programs or relevant discipline specialisations at supervisory or middle mgt level.</p> <p>Manage and lead a team of other experienced staff. Develop guidelines for problem solving at operational level, using judgment to address strategic as well as operational level.</p> <p>Manage a dept/centre in a satellite OEG location. Develop a budget and plan for area of responsibility to input into division/organisational plans. Develops operational policy and procedures that may be applied across the organisation in relevant specialist area.</p> <p>Leads and manages operational cross organisational projects. Develop and manages resources budgets for the implementation of major works or projects.</p>
	Senior Centre Manager, Snr specialist expertise roles, Major Projects
OEG Band 6	ADMIN ONLY
48,000-53,000	<p>Graduate or post graduate qualifications in OE or discipline area <u>and</u> 5-10 years in area of responsibility; highly regarded expertise in a specific area of knowledge or multiple areas of expertise within a specialist function applied to a sub function or projects.</p> <p>Operational management and planning with strategic input to national programs</p> <p>May manage and lead a team of other experienced staff in relevant area; or provide high level service/advice to Function/Division Leader level in delivery of strategic programs.</p> <p>Several years leading, managing or providing senior consultancy in OE operations or projects or relevant in discipline area (eg Marketing, HR).</p> <p>High level innovation and problem solving, in relation to strategic and operational environment.</p> <p>Ability to plan and manage significant recurrent budgets and resources.</p> <p>Superior interpersonal skills to lead, coach, perf manage, staff, liaise and represent OEG and/or the OE industry externally at a senior level</p>

OEG Band 7	ADMIN ONLY
54,000-59,000	Tertiary post-graduate or Masters qualifications in discipline area and 10+ years in area of expertise; highly regarded expertise in a specific area of knowledge or multiple areas of expertise within a specialist function applied to a sub function or projects;
	Head of large team/dept of senior staff (national focus) – Strategic planning, and operational management and delivery of a large national function/projects or 2- I-C of large Division. Also accountable for strategic & operational planning within and across divisions in conjunction with counterparts. Setting and implementing strategic national directions in area of responsibility. (May be an option to be a specialist advice role with minimal staff if the expertise is what OEG needs)
	Manage and lead a team of other experienced staff to deliver productivity and performance required to deliver strategic and operational plans.
	Several years leading, managing and providing senior consultancy and project management in OE operations; or relevant in discipline area (eg Marketing, HR).
	High level innovation and problem solving, in relation to strategic and operational environment.
	Ability to plan and manage significant recurrent and capital budgets and resources.
	Requirement to set organisational level policy to ensure OEG meets external/internal legislative compliance and strategic direction. Reasoning and decision making at a high level. Develop and present high level advice for DNL/Board on issues in area of expertise.
	Superior interpersonal skills to lead, coach, perf manage staff, liaise and represent OEG and/or the OE industry externally at a senior level.
	Heads of national departments / national strategic projects/specialized teams
OEG Band 8	ADMIN ONLY
60,000+	Tertiary post-graduate or Masters qualifications in discipline area and 10+ years in area of expertise; highly regarded expertise in a specific area of knowledge or multiple areas of expertise within a specialist function applied to a sub function or projects.
	Strategic leadership and management of integrated functional/national areas. Accountable for strategic planning and implementation within and across divisions in conjunction with counterparts. Setting and implementing strategic national directions in area of responsibility
	Manage, lead and performance manage a team of other experienced staff to deliver productivity and performance required to deliver strategic and operational plans.
	Several years leading, managing and providing senior consultancy and project management in OE operations; or relevant in discipline area (eg Marketing, HR). Strategic planning, management and delivery of at least 3 projects/strategies for national or large state based initiatives/developments.
	High level innovation and problem solving, in relation to the strategic and operational environment; Provide strategic advice to peers (other senior leaders) on problem resolution in area of expertise.
	Ability to plan and manage significant recurrent and capital budgets and resources.
	Requirement to set organisational level policy to ensure OEG meets external/internal legislative compliance and strategic direction. Reasoning and decision making at a high level. Develop and present high level advice for FLs/Board on issues in area of expertise.
	Superior interpersonal skills to lead, coach, perf manage staff, liaise and represent OEG and/or the OE industry externally at a senior level.
	Function Leaders/Executive