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THIS EXTRA SUB-PART IS ISSUED DUE TO THE VOLUME OF MATERIAL TO BE PUBLISHED.  
CONTENTS APPEAR AT THE END OF THIS PUBLICATION. THE CUMULATIVE CONTENTS AND DIGEST WILL BE  
PUBLISHED IN THE SECOND SUB-PART FOR THIS MONTH.

## AWARDS/AGREEMENTS— Application for—

**BEEHIVE MONTESSORI SCHOOL (ENTERPRISE  
BARGAINING) AGREEMENT 2000.**  
No. AG 192 of 2000.

**2000 WAIRC 00460**

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS  
COMMISSION

**PARTIES** THE INDEPENDENT SCHOOLS  
SALARIED OFFICERS'  
ASSOCIATION OF WESTERN  
AUSTRALIA, INDUSTRIAL UNION  
OF WORKERS & OTHER V (NOT  
APPLICABLE)

**CORAM** COMMISSIONER S J KENNER

**DELIVERED** MONDAY, 28 AUGUST 2000

**FILE NO/S** AG 192/2000

### Representation

**Applicant** Mr N Briggs

**Respondent**

### Order.

HAVING heard Mr N Briggs on behalf of the applicant and there being no appearance on behalf of the respondent and by consent the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

- (1) THAT the Beehive Montessori School (Enterprise Bargaining) Agreement 2000 as filed in the Commission on 28 July 2000 in the terms of the following schedule be and is hereby registered as an industrial agreement.
- (2) THAT the Beehive Montessori School (Enterprise Bargaining) Agreement No AG 263 of 1998 be and is hereby cancelled.

[L.S.]

(Sgd.) S. J. KENNER,  
Commissioner.

### Schedule.

#### 1.—TITLE

This Agreement shall be known as the Beehive Montessori School (Enterprise Bargaining) Agreement 2000 and replaces the Beehive Montessori School (Enterprise Bargaining) Agreement 1998.

#### 2.—ARRANGEMENT

1. Title
  2. Arrangement
  3. Parties to the Agreement
  4. Single Bargaining Unit
  5. Scope of Agreement
  6. Relationship to Parent Award
  7. Date and Duration of Agreement
  8. Expiration of Agreement
  9. Objectives
  10. Salary Rates
  11. Agreed Efficiency Improvements
  12. Other Agreed Items
  13. Dispute Resolution Procedure
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  16. No Precedent
  17. Signatories
- Appendix I—Salary Rates  
Appendix II—Funding Policy for Academic Assistance

#### 3.—PARTIES TO THE AGREEMENT

This Agreement is made between the Beehive Montessori School Inc. (the School) and the Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers (the ISSOA), a registered organisation of employees.

#### 4.—SINGLE BARGAINING UNIT

The bodies party to this Agreement have formed a single bargaining unit. The single bargaining unit has conducted negotiations with representatives of teachers and employers of the School and the ISSOA and full agreement has been reached as represented by this Agreement.

#### 5.—SCOPE OF AGREEMENT

(1) This Agreement shall apply to all teachers employed by the School who are employed within the scope of the Independent Schools' Teachers' Award 1976 (the Award) except any part-time teacher who works at the school for less than 5 hours per week.

(2) The number of employees covered by this Agreement is 8.

#### 6.—RELATIONSHIP TO PARENT AWARD

This Agreement shall be read and interpreted in conjunction with the Independent Schools' Teachers' Award 1976 (the Award).

Where there is any inconsistency between this Agreement and the Award, this Agreement will prevail to the extent of the inconsistency.

#### 7.—DATE AND DURATION OF AWARD

This Agreement shall come into effect on and from the 1<sup>st</sup> January 2000 and shall apply until the 31<sup>st</sup> December 2000.

The parties agree to meet no later than 5 months prior to the expiration of this Agreement to review this Agreement.

#### 8.—EXPIRATION OF AGREEMENT

On the expiration of this Agreement and in the absence of the registration of a subsequent Enterprise Bargaining Agreement, the provisions of this Agreement shall apply until such time as a new Agreement is registered and takes effect.

#### 9.—OBJECTIVES

In reaching this Agreement the parties have recognised—

- (1) the need to maintain a fair and just working environment in which education can be provided in harmony with the aims, objectives and philosophy of Montessori education
- (2) the need to safeguard and enhance the quality of teaching and learning within the School.

#### 10.—SALARY RATES

Notwithstanding the provisions of Clause 11, subclauses (1) & (2) of the Award—

- (1) The salary rates in the Award are to be varied in accordance with Appendix I of this Agreement, on the dates prescribed therein.
- (2) By this Agreement, and in accordance with Appendix I there will be a two tiered salary scale. On appointment, a teacher will be placed by the School on the appropriate scale according to the criteria contained in Appendix I.
- (3) In the event of any safety net adjustment being applied to the Award, such adjustment shall be absorbed into the salary rates prescribed in this Agreement.

#### 11.—AGREED EFFICIENCY IMPROVEMENTS

##### (1) Relief Teachers

(a) A roster of relief teachers will be gathered and made available, including Special Education relief. When a teacher is absent, every effort will be made to contact a relief teacher.

(b) Notwithstanding the provisions of subclause (5) of Clause 11 of the Award, relief teachers employed for five days or less may be engaged by the day or half day and paid accordingly on a pro-rata rate. A half day shall be considered to be 3.5 hours or less in a particular school day.

##### (2) Short term absences

When a teacher is absent, every effort will be made to contact a relief teacher. However, it may be necessary for teachers to help cover the absence by moving from their classroom to teach in another classroom in the School.

##### (3) Meetings with Principal

The Principal will endeavour to schedule meetings at a mutually convenient time. However, teachers agree to meet with the Principal outside of normal school teaching hours should the Principal so require.

#### 12.—OTHER AGREED ITEMS

##### (1) DOTT Time

All full time teachers are entitled to 150 minutes of DOTT time per week. This time will be set by the Principal and will consist of at least a 2 hour block.

##### (2) Employment of Teachers

(a) Any teacher can apply for any available position within the School and be judged according to merit and by what is deemed in the best interests of the School.

(b) Any permanent member of the teaching staff without Montessori training will agree at the time of contract to undertake Montessori training within three years unless otherwise negotiated in writing.

##### (3) Family Carers Leave

(a) A teacher may take in one year of service up to five days of paid leave from sick leave to provide care for a family member.

(b) A "family member" shall mean a person who is related by blood, marriage, affinity, or adoption and includes a person who is wholly or mainly dependent on, or is a member of the household of the first mentioned person.

(c) Such leave shall not accrue from year to year.

(d) The teacher shall, wherever practicable, give the Principal notice prior to the absence of the intention to take leave, the reasons for taking such leave and the estimated length of absence. If such prior notice is impracticable, notification should be given by telephone.

(e) The teacher shall, if required, establish by production of a medical certificate or statutory declaration, the nature of the illness of the person concerned.

(f) Such leave shall not prejudice a teachers right to apply for special leave or unpaid leave.

(g) A teacher may also elect, with the School's consent, to take long service leave for the purpose of providing care for a family member who is ill, in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

##### (4) Study Leave

(a) A teacher may be granted examination leave with pay on the day of attendance at an examination, so long as the examination is for a course considered relevant to the School.

(b) Any additional time for attendance at examinations (other than pursuant to paragraph (a) hereof) or for study purposes must be without pay and subject to authorisation.

##### (5) Short Leave

(a) The School may grant a teacher leave with pay not exceeding a total of three days in any year to conduct personal business which cannot reasonably be transacted outside hours of duty.

(b) The days shall be non-consecutive.

(c) Such leave shall not accrue from year to year.

(d) Short leave shall not be granted in respect of any day immediately preceding or immediately following a school vacation or the Easter holiday period; or immediately preceding leave granted to attend examinations.

##### (6) Long Service Leave

Notwithstanding the provisions of subclauses (1) & (8) of Clause 10 of the Award—

- (a) a teacher who has completed eight years' continuous service with the School shall be entitled to take ten weeks' long service leave on full pay. For each subsequent period of eight years service a teacher shall be entitled to an additional ten weeks' long service leave on full pay.
- (b) Where a teacher has completed at least six years' service but less than eight years' service and employment is terminated—
  - (i) by the teacher's death; or
  - (ii) in any circumstances, otherwise than serious misconduct; the amount of leave shall be such proportion of ten weeks' leave as the number of completed years of such service bears to eight years

##### (7) Class size and/or Special Needs Students

For classes containing special needs students consideration should be given to reduced class sizes and/or additional teacher support. The type of support will depend upon the needs of particular children, and be negotiated between the Principal, the special needs teacher and the classroom teacher.

##### (8) Additional Insurance Cover

In addition to the general insurance, the School agrees to take out Professional Indemnity Insurance to cover teaching staff.

(9) Professional Development

Professional development should have as its priority the upgrading of professional skills and knowledge. The School and the staff should share responsibility for ongoing professional development within the School which should take into consideration the needs of the individual. Attendance at courses required by the School should be done in school time; however, activities of mutual benefit to the staff and the School should be accommodated on a shared-time basis.

(10) Academic Assistance

The parties agree to the policy statement Funding Policy for Academic Assistance as set out in Appendix II to this Agreement.

(11) EBA Negotiations

A half day relief will be provided for each of the two staff negotiators so that they can meet in each others DOTT time to prepare the staff EBA proposals.

(12) Classroom Assistants

- (a) When a middle primary class has more than 20 students it will be allocated a minimum of 20 hours of teacher aide time per week.
- (b) When an upper primary class has 26-30 students it will be allocated 10 hours of teacher aide time per week. If there are 31 or more students then a full time aide or a second teacher will be employed.

13.—NO FURTHER CLAIMS

It is a condition of this Agreement that the parties will not seek any further claims with respect to salaries or conditions unless they are consistent with the State Wage Case Principles or within the review period specified in Clause 7 herein.

14.—NO REDUCTION

Nothing contained herein shall allow the School to reduce the salaries and conditions of a teacher which prevailed prior to entering this Agreement, except where provided by this Agreement.

15.—NO PRECEDENT

It is a condition of this Agreement that the parties will not seek to use the terms contained herein as a precedent for other agreements, whether they involve the School or not.

16.—DISPUTE RESOLUTION PROCEDURE

A dispute is defined as any question, dispute or difficulty arising out of this Agreement.

The following procedure shall apply to the resolution of any dispute—

- (1) The parties to the dispute shall make reasonable attempts to resolve the matter by mutual discussion and determination.
- (2) If the parties are unable to resolve the dispute, the matter, at the request of either party, shall be referred to a meeting between the parties to the Agreement together with any additional representatives as may be agreed by the parties.
- (3) If the matter is not then resolved it shall be referred to the Western Australian Industrial Relations Commission.

17.—SIGNATORIES

.....  
 (Signature)  
 .....  
 (Name of signatory in block letters)  
 Beehive Montessori School Inc.  
 .....  
 (Signature)  
 .....  
 (Name of signatory in block letters)  
 Independent Schools Salaried Officers; Association of Western Australia, Industrial Union of Workers

APPENDIX I

Salary Rates

	Rate under 1998 EBA		From 1 January 2000 (1%)	
	Scale 1	Scale 2	Scale 1	Scale 2
STEP 1	25403	28301	25657	28584
STEP 2	26948	29845	27217	30143
STEP 3	28490	31388	28775	31702
STEP 4	30271	33170	30574	33502
STEP 5	31934	34833	32253	35181
STEP 6	33358	36256	33692	36619
STEP 7	34784	37680	35132	38057
STEP 8	36563	39462	36929	39857
STEP 9	38523	41839	38908	42257
STEP 10	40125	43022	40526	43452
STEP 11	41219	44448	41631	44892
STEP 12	43331	46228	43764	46690
STEP 13	44724	48278	45171	48761

Conditions Applicable to Salary Rates

- (2) Scale 1 shall apply to any teacher who does not have a Montessori qualification which is recognised by the School.
- (3) Scale 2 shall apply to any teacher who has a Montessori qualification which is recognised by the School.
- (4) Once a teacher has obtained a suitable Montessori qualification, the teacher will move across to Scale 2 at the same step already attained on Scale 1.
- (4) (a) The provisions of Clause 11 subclauses (1) & (2) of the Award shall apply in so far as placement on a salary step and movement from and between those steps is concerned, but shall not apply to the placement of a teacher on a scale.

(b) Notwithstanding Clause 4 (a) above, the provisions of Clause 11 subclause 2(f) and 2(h) of the Award will not apply where the additional qualification or second or higher degree is used to move a teacher from Scale 1 to Scale 2.

APPENDIX II

FUNDING POLICY FOR ACADEMIC ASSISTANCE

(1) Guidelines

(a) Upon review and approval by the Staffing and Conditions Committee and the School Council, Beehive Montessori School may provide financial assistance for a staff member wishing to undertake an educational programme not normally funded by the school's annual budget for ongoing professional development.

(b) Such a programme must be deemed by the Staffing and Conditions Committee and the school's Council to be of significant value to the school's current and projected educational needs.

(c) Financial assistance may take the form of a grant or a loan or a combination of both.

(d) Prior to submitting a formal application, applicants will be required to discuss their proposal with the Principal in order to ensure the appropriateness of their request. Each applicant must then submit to the Staffing and Conditions Committee a properly documented application, which will include—

- (i) the name, content and duration of the proposed programme, and the name of the relevant institution or organisation;
- (ii) a statement of the relevance and importance of the proposed programme to the school's current and projected educational needs;
- (iii) an itemised account of the cost of the programme (fees, books etc.);
- (iv) a statement of the amount being requested, and the specific purpose for which that amount is intended;
- (v) a statement detailing the reason why funding is being requested;
- (vi) The application of this policy is contingent on the financial ability of the school to provide this benefit.

(2) Determination of the type and amount of funding

(a) In determining the amount to be funded, whether in the form of a grant, a loan, or a combination thereof, the chief

criterion will be the relevance and the importance of the proposal to the school's current and projected educational needs. In practice and as a general rule this will mean that recognised Montessori courses or those with a substantial Montessori component will be funded more than non Montessori courses or those which are not accredited by the school.

(b) A grant may be made available only to staff members who have taught at the Beehive Montessori School for a minimum of two years full time, or, in the case of a part time teacher, for the equivalent of two years' full time service. Grants will be given unconditionally.

(c) The Beehive Montessori School may provide a grant of up to \$1000 for each year of full time teaching service to the school, to a maximum of \$10 000. In the case of a part time teacher the number of years of service will be calculated on a full time equivalent basis. For the calculation of any grant, time of service can only be counted once.

(d) A loan may be made available in any one or more of the following circumstances—

- (i) when the applicant is ineligible for the grant because he/she has taught at the school for less than two years' full time, or, in the case of a part time teacher, for the equivalent of two years' full time service;
- (ii) as a supplement to a grant, when the amount requested by the applicant is in excess of any amount which may be available to him/her by way of a grant;
- (iii) in exceptional circumstances of financial need on the part of the applicant.

(e) The recipient of a loan, either on its own or as a supplement to a grant, will be required to sign a contract specifying the conditions of re-payment, to be negotiated between the applicant and the Staffing and Conditions Committee, and approved by the School Council. Conditions may vary according to financial circumstances of the applicant. Such conditions may include specification of the time allowed for re-payment, re-payment in terms of teaching service rather than money, re-payment by salary or deductions or (if relevant) by the withholding of the Montessori allowance. Failure to comply with any of the agreed conditions will entail the immediate repayment of any outstanding balance of the loan.

**BERRI LTD (BALCATT A PLANT) ENTERPRISE  
AGREEMENT 2000.  
No. AG 188 of 2000.**

**2000 WAIRC 00572**

WESTERN AUSTRALIAN  
INDUSTRIAL RELATIONS COMMISSION.

**PARTIES** BERRI LTD V AUSTRALIAN  
LIQUOR, HOSPITALITY AND  
MISCELLANEOUS WORKERS  
UNION, WESTERN AUSTRALIAN  
BRANCH

**CORAM** COMMISSIONER S WOOD  
**DELIVERED** FRIDAY, 8 SEPTEMBER 2000  
**FILE NO** AG 188/2000

**Representation**

**Applicant** Mr P Robertson  
**Respondent** Ms L Hankinson

*Order.*

HAVING heard Mr P Robertson on behalf of the applicant and Ms L Hankinson on behalf of the respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement made between the parties as lodged in the Commission on the 26th day of July 2000,

amended by consent at hearing on the 8th day of September 2000, entitled the Berri Ltd (Balcatta Plant) Enterprise Agreement 2000 is hereby registered;

AND replaces the Berri Ltd (Balcatta Plant) Enterprise Agreement 1999 (AG 19 of 1999) which is hereby cancelled.

(Sgd.) S. WOOD,  
Commissioner.

[L.S.]

Schedule.

1.—TITLE

This Agreement shall be known as the 'Berri Ltd (Balcatta Plant) Enterprise Agreement 2000'

2.—ARRANGEMENT

- 1 Title
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- 3 Application
- 4 Parties Bound
- 5 Date and Period of Operation
- 6 Relationship to Parent Award
- 7 Aims and Objectives
- 8 Key Performance Indicators
- 9 Quality Improvement Programmes
- 10 Occupational Health and Safety
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- 12 Training
- 13 Classification
- 14 Pay in Lieu of Taking Rostered Days Off
- 15 Public Holiday Pay Day
- 16 Working Hours
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- 18 Annualised Salaries
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- 20 Shift Allowance
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- 25 Sick Leave
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- 28 Trade Union Leave
- 29 Work By Management
- 30 Rates of Pay
- 31 No Extra Claims

Appendix 1—Consultative Committee Guidelines  
Appendix 2—Counselling & Discipline Procedure  
Appendix 3—Key Performance Indicators  
Schedule A—Skill Level Descriptions  
Schedule B—Signatories

3.—APPLICATION

This Agreement shall apply to approximately 65 employees of Berri Ltd ("the employer") at 7 Ledger Road, Balcatta, Western Australia engaged in classifications contained in Clause 13.—Classification.

4.—PARTIES BOUND

The parties to this Agreement are—

- 1.1 Berri Ltd, 7 Ledger Road, Balcatta, Western Australia, 6021.
- 1.2 The Australian Liquor, Hospitality and Miscellaneous Workers' Union, WA Branch, 61 Thomas Street, Subiaco, Western Australia, 6008 and employees who are members of, or are eligible to be members of, this union and are covered by the classifications contained in the agreement.

5.—DATE AND PERIOD OF OPERATION

This Agreement shall operate from the beginning of the first pay period commencing on or after 1st August 2000 and shall remain in force until 1<sup>st</sup> August 2002.

The parties to the agreement agree to commence negotiations on the next Enterprise Agreement by 1<sup>st</sup> April 2002.

#### 6.—RELATIONSHIP TO PARENT AWARD

This Agreement shall be read in conjunction with the *Aerated Water and Cordial Manufacturing Industry Award, 1975* provided that where there is inconsistency this Agreement shall prevail.

#### 7.—AIMS AND OBJECTIVES

The aim of this Agreement is to improve the competitiveness of the Company's Western Australian operations by continuing to improve customer service and satisfaction, product quality, productivity, OHS and reducing costs. The parties to this Agreement are committed to working together so that the productivity and efficiency of the production, maintenance and associated warehouse and laboratory operations are substantially improved.

This aim will be reached by continuing to develop and maintain a continuous improvement culture in the Western Australian operations of Berri Limited. This will be achieved through the introduction and maintenance of a number of measures involving employees covered by this Agreement. The parties are committed to the implementation of the following during the life of the Agreement—

- Key Performance Indicators
- OHS Programme
- HACCP
- Competency Based Training
- Competency Based Classification Structures

The parties agree that the aim of this Agreement will be achieved through continued focus on the following principles—

- 7.1 Understanding and conforming to the requirements of our internal and external customers and deliver defect free services and products at all times;
- 7.2 Flexible work practices by all to achieve more efficient use of time, materials and equipment;
- 7.3 Flexible work hours as the parties agree that the Company has to be responsive to the needs of its external suppliers and customers;
- 7.4 The continued development & implementation of work practices which focus on jobs and tasks being undertaken by employees "on line" such as HACCP, QC & OHS;
- 7.5 Upgrading the skills of all employees to enable the devolution of responsibilities and provide for greater involvement of personnel in the organisation of the operation on a day-to-day basis.
- 7.6 The establishment of a viable, productive and enduring organisation offering secure employment and worthwhile careers for employees.
- 7.7 Structured training and education so as to provide a continuum of learning, thus providing the basis for constant adaptation and improvement;
- 7.8 Constantly seeking improvements in safety, quality and the work environment so that continuous improvement becomes an integral part of the Company's culture;
- 7.9 The establishment of clearly defined Key Performance Indicators, for the Balcatta operation site and team level, which are to be used as a tool to assist in the tracking, monitoring, analysing and focussing of performance in key result areas;

#### 8.—KEY PERFORMANCE INDICATORS

8.1 As part of the negotiations the parties have agreed on a set of performance indicators and targets aimed at facilitating the joint review of performance in key result areas of the Balcatta operation. These are contained in Appendix 3 of this agreement.

8.2 The indicators & targets will be reviewed by the Enterprise Consultative Committee on a regular basis and will also be discussed and used by the work groups in order for the work groups to ensure their performance meets the required targets.

8.3 In consultation with the Enterprise Consultative Committee additional KPI's may be developed and existing KPI's

modified to ensure the ongoing focus on ensuring the performance of the Balcatta operation.

#### 9.—QUALITY IMPROVEMENT PROGRAMMES

9.1 Employees will actively undertake & adhere to the requirements of the following programmes—Hazard Analysis & Critical Control Points (HACCP), Good Manufacturing Practice (GMP), Housekeeping Audits and other quality improvement programmes.

9.2 Employees will comply with the requirements of applicable HACCP, GMP & QA policies and procedures, practices etc so as to ensure the policy compliance and product quality.

9.3 Employees will through their active participation in these programmes contribute to the identification and resolution of quality related issues.

#### 10.—OCCUPATIONAL HEALTH & SAFETY

10.1 Employees will actively undertake & adhere to the requirements of the various OHS policies & procedures aimed at addressing the identification, assessment and control of workplace hazards.

10.2 Employees will comply with the requirements of applicable OHS policies and procedures, practices etc so as to ensure both Company policy and legal compliance and improved safety performance.

10.3 Employees will through their active participation in the OHS programme contribute to the identification and resolution of OHS related issues.

#### 11.—ENTERPRISE CONSULTATIVE COMMITTEE

The parties are committed to establishing and operating an effective consultative process in accordance with the guidelines in Appendix 1 of this agreement which may be varied from time to time as agreed by the parties.

#### 12.—TRAINING

12.1 The parties will progressively implement a competency based approach to training with alignment to appropriate National Certificates.

12.2 The parties will develop and implement a competency based classification structure which will be aligned with a nationally recognised and applicable qualification(s) for our industry. The structure will be designed to facilitate the acquisition of the required competencies and to recognise and reward employee's who achieve the requirements of the various classification levels. Once developed the new classification structure will be used to classify and reward all employees, both existing and new.

12.3 Where possible, training will be undertaken during normal working hours. However, in order to ensure the smooth, efficient and continued operation of the plant, it may be necessary to schedule training outside normal hours. Where this is required consultation with employees will occur. Training undertaken in such circumstances (ie outside normal hours) will be paid at ordinary rates of pay (ie single time).

#### 13.—CLASSIFICATION

13.1 Both parties to the agreement are committed, via the Enterprise Consultative Committee, to the development and implementation of a competency based classification structure during the life of this agreement.

13.2 The existing four (4) level classification structure, as outlined in Schedule A, will remain in place until replaced by the competency based classification structure developed by the Enterprise Consultative Committee.

13.3 Employees may be used in all parts of the operation, including those duties of a lower level classification, subject to them having the required skills and competence and having regard to OHS considerations.

13.4 Employees shall be given every available option to progress through the career structure, subject to the following conditions—

- (a) The rate of pay for a particular employee while performing higher duties as part of training equates to his/her lower substantive classification.
- (b) Higher duties shall be paid where an employee relieves a higher classification.

#### 14.—PAY IN LIEU OF TAKING ROSTERED DAYS OFF

14.1 By mutual agreement, employees may be asked to take their RDO's or receive payment in lieu of taking RDO's

14.2 Employees may only "bank" up to 10 rostered days. When 10 RDO's are reached an employee will be required to advise the company that they wish to be paid for the RDO's in excess of the 10 or take an RDO, so that the balance of RDO's does not continue to exceed 10.

#### 15.—PUBLIC HOLIDAY PAY DAY

Where a public holiday coincides with the day on which pays are processed, then the pay day for that week shall be delayed by one working day.

#### 16.—WORKING HOURS

16.1 The scheduled start times on any given day may be varied within the spread of hours defined below, in order to meet operational needs. Changes to scheduled start times will be done by consultation and notified at least 24 hours ahead of time or shorter notice by mutual agreement between the employee and the employer.

16.2 The following spread of hours will be adopted for the operation—

##### 16.2.1 *Day Shift*—

Mixing area/Laboratory/Despatch—0400 hrs to 1800 hrs

Production areas—0500 hrs to 1800 hrs

##### 16.2.2 *Afternoon Shift*—

Afternoon shift will be any shift where the majority of an employee's hours are worked between 1400 hrs and 2400 hrs.

##### 16.2.3 *Night Shift*—

Night shift will be any shift where the majority of an employee's hours are worked between 2200 hrs and 0800 hrs.

#### 17.—LABOUR FLEXIBILITY

The parties agree that the company will continue to engage contract labour to supplement the permanent Berri Ltd workforce so as to meet customer service requirements, manage leave arrangements, absenteeism etc. The use of contract labour will be kept to a minimum and used only for the above reasons.

#### 18.—ANNUALISED SALARIES

The parties will assess and evaluate the opportunities presented by changing to an annualised salary concept.

#### 19.—SHIFT CHANGES

19.1 In order to change an employee from one shift to another (as per the shift details in clause 16.2), 24 hours notice is required, unless an employee advises and discusses with the employer any extenuating circumstances which preclude the employee from changing with such notice.

19.2 In addition, with mutual agreement the employer and employee may agree to less than 24 hours notice of a change of shift.

#### 20.—SHIFT ALLOWANCE

A 15% shift allowance will be paid to an employee for working their ordinary hours either on afternoon shift or night shift as described above in 16.2.2 and 16.2.3.

#### 21.—SHIFT HANDOVER

21.1 To improve communication between shifts and to ensure continuity of operations, working hours for employee's on shifts will allow for a 10 minute shift handover (at the appropriate rate). The objective of the shift handover is to ensure that production lines and the operations generally continue to run smoothly.

21.2 To enable the shift to run smoothly and effectively the employee from the outgoing shift will remain on duty until the handover is fully completed with the employee from the incoming shift.

21.3 In the event that an incoming employee is late in arriving or fails to arrive, an outgoing employee will continue working to ensure continuity of operations whilst replacement arrangements are established. This work in excess of the

ordinary hours will be paid at the appropriate overtime penalty.

#### 22.—WEARING OF COMPANY CLOTHING

Employees will be required to conform with the company clothing policy which may vary from time to time, with no additional cost to employees.

#### 23.—COUNSELLING & DISCIPLINE

The parties to this agreement agree to the Counselling & Disciplinary Procedure contained in Appendix 2, which may be varied from time to time as agreed by the parties.

#### 24.—DISPUTES RESOLUTION

24.1 The following procedures shall apply in connection with questions, disputes or difficulties arising under this award/industrial agreement.

- (a) The persons directly involved, or representatives of person/s directly involved shall discuss the question, dispute or difficulty as soon as is practicable.
- (b) (i) If these discussions do not result in a settlement, the question dispute or difficulty shall be referred to senior management for further discussion.
- (ii) Discussions at this level will take place as soon as practicable.

24.2 The terms of any agreed settlement should be jointly recorded.

24.3 Any settlement reached which is contrary to the terms of this agreement shall not have effect unless and until that conflict is resolved to allow for it.

24.4 Nothing in this procedure shall be read so as to exclude the Australian Liquor, Hospitality & Miscellaneous Workers' Union from representing its members.

24.5 Any question, dispute or difficulty not settled may be referred to the Western Australian Industrial Relations Commission. The parties shall confer among themselves and make reasonable attempts to resolve questions, disputes or difficulties before taking those matters to the Commission.

#### 25.—SICK LEAVE

25.1 An employee shall advise the employer as early as is reasonably practicable but at least prior to the start of their shift of his/her inability to attend work, the nature of his/her absence or injury and the estimated duration of the absence.

25.2 Where compliance with clause 25.1 is not practicable then the notification of absence due to sickness is to be given no later than two hours after normal start time. Where, as a consequence of extraordinary circumstances, advice is not practicable within two hours of the normal start time, then advice to the employer must occur within 24 hours of the commencement of the absence.

25.3 Medical certification or a statutory declaration must be provided to the employer for all absences (paid or unpaid) with the exception of the two absences of two days or less in any year of service where absence(s) from work do not need to be supported by the above certification.

25.4 Reporting of absences must be undertaken in accordance with the commonly followed practices and procedures within the Balcatta operation and which are reviewed and modified as required in consultation with the Enterprise Consultative Committee.

#### 26.—BEREAVEMENT LEAVE

26.1 An employee on weekly employment (including part-time employees) shall be entitled to a maximum of four days without loss of pay on each occasion and on production of satisfactory evidence of the death in Australia of the employee's husband, wife, father, mother, brother, sister, child, stepchild, grandfather, grandmother or parents-in-law. For the purpose of this sub-clause the words "wife" and "husband" shall include de facto wife or husband (including same sex partners), and the words "father" and "mother" shall include foster father or mother and stepfather or mother.

26.2 Further, an employee on weekly employment shall be entitled up to an additional two days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside of Australia of an employee's

husband, wife, father, mother, brother, sister, child, stepchild, grandfather, grandmother or parents-in-law., and where such employee travels outside of Australia to attend the funeral. For the purpose of this sub-clause the words "wife" and "husband" (including same sex partners) shall include de facto wife or husband, and the words "father" and "mother" shall include foster father or mother and stepfather or mother.

26.3 Should additional leave be required an employee may apply to access other leave (annual leave & RDO's).

#### 27.—FAMILY CARERS LEAVE

##### 27.1 Eligibility for Leave—

27.1.1 An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to family carers leave for absences to provide care and support for such persons when they are ill.

27.1.2 An employee shall include a part time employee but shall not include an employee engaged in casual work or fixed term employment.

27.1.3 An employee shall not be eligible for family carers leave unless he/she has had no less than one year of continuous service with the Company immediately preceding the date upon which the employee is absent on such leave. "Year of Service" means the period between the date of commencement in employment in any year and the anniversary of the commencement of employment in the next year.

27.1.4 If the Company requests proof of the employee's responsibility for the family member, the employee should provide written evidence in the form of a birth certificate, letter from adoption agency, statutory declaration or other letter of authority.

##### 27.2 Entitlement—

27.2.1 The entitlement to use sick leave in accordance with this sub-clause is subject to—

The employee being responsible for the care of the person concerned, and;

The person concerned being either a member of the employee's immediate family; or a member of the employee's household.

27.2.2 The term "immediate family" includes—

27.2.2.1 A spouse (including a former spouse and a de facto spouse) of the employee. A de facto spouse, in relation to a person, means a person of the opposite sex, and same sex partner, to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; and

27.2.2.2 A child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, parents in law, grandparent, grandchild or sibling of the employee or spouse of the employee.

##### 27.3 Period of Paid Leave—

27.3.1 An employee shall be entitled to be paid for absences related to family carers leave up to the extent of the employees unused sick leave entitlement per year.

27.3.2 The period of paid leave above shall not be increased where an employee is responsible for more than one member of their immediate family who need their care and support.

27.3.3 Such paid family leave will be cumulative from year to year but with a maximum entitlement of 60 days per year and with no period of absence being greater than 20 days.

27.3.4 Notwithstanding the above the Company shall have discretion to approve additional paid leave on application and having regard to the circumstances.

##### 27.4 Leave and Other Entitlements—

27.4.1 Family carers leave will not be in addition to the employee's existing paid sick leave, annual leave and other entitlements, paid and unpaid.

27.4.2 Such leave, will not be available to employees who are on parental leave including maternity leave, paternity leave, or adoption leave.

##### 27.5 Notification—

27.5.1 Where possible, the employee shall give the Company notice prior to the absence of the intention to take such leave, the name of the child or member of the immediate family and their relationship to the employee, the reasons for taking such leave, and the estimated length of absence.

27.5.2 If it is not possible for the employee to give notice in advance of being absent, the employee will notify the Company by telephone of such absence at the first opportunity on the day of absence.

27.5.3 All absences relating to a family member's illness, will in the first instance be supported by a medical certificate stating that a carer is required. In the event that a medical certificate is not able to be provided, then the Company will accept from an employee a Statutory Declaration, stating that the employee was unable to attend for duty so as to provide care and support for a child or member of the immediate family in lieu of certificate of a duly qualified medical practitioner.

#### 28.—TRADE UNION LEAVE

28.1 Subject to reasonable work requirements a shop steward and elected Enterprise Consultative Committee representatives shall be entitled to paid leave for up to five days in any calendar year to attend union training courses authorised by a union respondent to this agreement. Provided that where an employee is both a Shop Steward and a Consultative Committee representative the paid leave is not cumulative.

28.1 Such leave is not cumulative from year to year.

#### 29.—WORK BY MANAGEMENT/SUPERVISION

29.1 In order to promote teamwork, flexibility and to assist with the continuity of operations Supervisors may perform direct production or warehouse duties as and when required without notice, including providing relief during breaks, short absences from work areas, emergencies etc.

29.2 Managers may, in a restricted manner, also undertake direct production or warehouse duties as described in clause 29.1.

#### 30.—RATES OF PAY

30.1 Subject to registration of this Agreement by the Western Australian Industrial Relations Commission, employees shall receive the following rates of pay—

	Current	1.8.2000- 31.7.2001 4% increase	1.8.2001- 31.7.2002 4% increase
Level I	\$469.35/wk \$12.3514/hr	\$488.12/wk \$12.8453/hr	\$507.64/wk \$13.3591/hr
Level II	\$489.28/wk \$12.8759/hr	\$508.85/wk \$13.3908/hr	\$529.20/wk \$13.9264/hr
Level III	\$501.09/wk \$13.1867/hr	\$521.13/wk \$13.7140/wk	\$541.98/wk \$14.2626 /wk
Level IV	\$507.18/wk \$13.3468/hr	\$527.47/wk \$13.8808/hr	\$548.57/wk \$14.4361/hr

30.2 In addition to the above rates, an employee who has been designated by the company as a leading hand shall receive level IV plus leading hand allowance, as per the Award.

## 31.—NO EXTRA CLAIMS

There shall be no extra claims for the life of this agreement.

## APPENDIX 1

## CONSULTATIVE COMMITTEE GUIDELINES

## GENERAL—

These guidelines have been produced to assist in creating a stable and co-operative environment within the Company. It is not the objective of the parties to this Agreement that the Committees usurp the function and responsibility of Management or Union.

## ADMINISTRATION—

1. The Committees shall meet on a regular basis with the chair alternating between Management and shop floor representatives.
2. Committee members shall hold office for a period of twelve months, with no limitations on the number of terms.
3. The agenda shall be drafted and circulated to all Committee members ideally three days before the due meeting date, which shall be established by the previous meeting. All Committee members shall have the right to submit matters for the agenda. The agenda shall be prepared by Management in consultation with one nominated employee representative. The first item on the agenda shall be to confirm the accuracy of the minutes of the previous meeting.
4. Agendas and minutes of meetings will be circulated without delay. A nominated employee representative from the Consultative Committee will be given a draft copy of the meeting minutes, to proof. That employee representative will report back to the Secretary of the Committee any amendments/additions within forty-eight hours of receipt of draft minutes. Minutes from the Consultative Committee meetings will be posted on notice-boards.

## FUNCTION &amp; SCOPE—

The function and scope of the consultative process will include the following—

1. To increase understanding of the Company's objectives and plans and to promote a more co-operative approach to resolving operational problems of the Balcatta operation.
2. To obtain and discuss the views and concerns of the employees.
3. To discuss Management proposals and the effects of proposed changes on employees.
4. To identify problems and work co-operatively to develop solutions in all areas of the Company's operations.
5. To provide and discuss information and reports to Management on particular areas of the Company's operations including aspects such as—
  - The Berri Ltd (Balcatta Plant) Enterprise Agreement 2000
  - Progress and performance issues as per regular KPI reviews
  - Review of OHS performance, matters and concerns
  - Work practices and performance
  - Other matters of concern to Management or employees.
6. To review progress and issues to do with the development of a team based organisation structure.
7. Overseeing the establishment of a team based structure through workgroups. This does not mean the Consultative Committee will be physically involved within each team. The Consultative Committee will—
  - Be informed of the progress of teams;
  - Assist teams in meeting their objectives;

- Ensure that problems encountered by a team are known to other teams so as not to reproduce the same problems; and
- Ensure such teams do not become insulated within their own areas and understand how they relate to overall Company objectives.

8. To promote improved employee relations through consultation and discussion.
9. Establish and oversee a Sub-Committee which will facilitate the development and implementation of a competency based classification during the life of this Agreement.
10. To oversee the development and subsequent progress with a Competency Based training programme which is consistent with the needs of employees and the Company.
11. To review, monitor and advise management and employees on the on-going effectiveness of the training.
12. To assess, evaluate and report on the development of annualised salary concepts. Implementation of such would then be negotiated between the parties.
13. To discuss the Company's plans and objectives and to disseminate information to employees as appropriate.
14. The parties to this Agreement accept that certain information could be considered as commercially sensitive. Every effort will be made by the parties to this agreement to respect such considerations of confidentiality while making available as much information as possible.
15. Evaluate the effectiveness of these guidelines and the operation of the consultative process, so that it remains relevant to the requirements of the Company and employees.

## APPENDIX 2

## COUNSELLING &amp; DISCIPLINE PROCEDURE

## Introduction

The principal objective of this procedure is to improve and then maintain the performance standards of employees rather than to punish them.

No formal action will be taken concerning an employee without an investigation to establish the facts. This will also apply before making written or verbal warnings. "Formal action" includes final written warning and dismissal with or without notice.

An integral part of the Discipline/Dismissals Procedure is a SYSTEM of WARNINGS. The employee will always be given an opportunity to state their case in the course of an investigation and may, if he/she wishes, be accompanied by his/her Union Representative or another Company Colleague on any such occasion and at any stage in this procedure.

The employee will always be informed of the outcome of an investigation. Any decision to take formal action will be conveyed to him/her in writing.

An appropriate management representative (or the Human Resources Manager) must be advised of any impending counselling/disciplinary action to ensure that the correct procedure is used and to monitor/advise on all documentation.

## Counselling (Stage One)

Involves the Supervisor, or Manager, talking to an employee about their performance. This should be used to address ordinary day-to-day incidences involving minor infringements or unsatisfactory performance. Poor timekeeping and erratic attendance are examples of unsatisfactory performance. The following steps or considerations are usually involved in counselling.

- Explanation of why the employee is being counselled;
- Explanation of behaviour or performance standard expected; and

- Action/assistance identified, where appropriate.

The objective of Counselling is to ensure that the employee is given the opportunity to give reasons for their unsatisfactory performance. If the problem is resolved, no further action is required. However, if the employee does not respond to the first counselling, within an appropriate period, the procedure should be repeated or if there is some improvement but the problem is not resolved, further counselling may also be required. If there has been no improvement, disciplinary action, in the form of a formal verbal warning (Stage Two), will be issued.

A brief file note of these discussions must be retained by the Manager/Supervisor/Team Leader.

If the employee is not satisfied with the counselling procedure, he/she can raise it through the Dispute Procedure (Clause 24).

**Formal Verbal Warning (Stage Two)**

The employee will again be counselled but in a more formal manner. The aim is to improve the performance of the employee not to punish.

Previous discussions, where conducted, should be reviewed. Reasons should be sought as to why work performance has not improved since counselling.

Depending upon the nature of the neglect of duty, or misconduct, an employee can be given a verbal warning without counselling.

The employee is informed that such misconduct or neglect of duty could ultimately lead to dismissal. It will be made clear to the employee that the Verbal Warning is recorded in the employee's Personnel File. The warning will be given in the presence of another employee chosen by the employee or the employee's Shop Steward.

The appropriate "Employee Counselling Report" must be completed by the Manager/Supervisor/Team Leader.

At the conclusion of the Formal Verbal Warning process, specific action should be agreed, so as to bridge the gap between the present unsatisfactory performance and the standard required, with a review date set in the immediate future (preferably within four to six weeks).

The verbal warning will remain in the employee's Personnel File for no more than thirteen months but will not be used after six months of the date of the warning for the purposes of deciding further disciplinary action until consultation and discussion has occurred between the company and an appropriate shop steward.

**Formal Written Warning (Stage Three)**

The Formal Written Warning will inform the employee of the Company's intention to institute termination proceedings if no improvement is evident. The employee's Shop Steward must be in attendance at the interview and is to be notified of the intention to proceed with the issuing of a formal written warning.

The "Employee Counselling Report" must be completed by the Manager/Supervisor/Team Leader.

The written warning will remain in the employee's Personnel File for thirteen months but will not be used after six months of the date of the warning for the purposes of deciding further disciplinary action until consultation and discussion has occurred between the company and an appropriate union official.

Should there be a recurrence of unsatisfactory performance, by an employee, after the expiration of the six months probationary period, then discussions will be conducted with that employee, the employee's Shop Steward and Management. These discussions will be undertaken so that the employee and union can present their views as to why the previous counselling reports should not be used. Management will then determine whether past counselling reports will be used as part of the counselling process.

**Dismissal (Stage Four)**

The termination interview must be conducted in the presence of a Senior Manager. The interview must establish the circumstances/issues and provide the employee with every opportunity to provide a full explanation.

The employee's Shop Steward must be in attendance during the entire interview involving the employee.

Subject to a careful investigation of all the facts and after the employee has had the opportunity to offer an explanation it will be open to the company to DISMISS the employee either with or without notice.

The reason for termination must be communicated in writing to the employee that is dismissed.

All monies, up to the time of dismissal, and outstanding accruals are to be paid to the employee, at the time of dismissal by cheque.

All company property, keys, tools etc) are to be collected from the employee. Employees, who are dismissed, must be escorted from the premises.

**BERRI LTD**

**EMPLOYEE COUNSELLING REPORT**

This form is to be used by Team Leaders/Supervisors/Managers to formally report and record counselling of an employee. Employees are to be offered the opportunity to have a nominated representative/witness present.

COUNSELLING STAGE: SECOND / THIRD

Employee: ..... Clock No: .....

Representative/Witness Offered: Accepted/Declined

Name of Representative/Witness: .....

Time and Date of Counselling: ..... am/pm ...../...../.....

Interviewed attended by: .....

Details of Issue/Incident: .....

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Key Matters Discussed During Counselling: .....

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Action Required: .....

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Next Review Date: ...../...../.....

Employee's Response/Comments: .....

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Team Leader/ Manager Signature Date

...../...../.....

Employee's Signature Date

...../...../.....

Witness's Signature Date

- ORIGINAL to be retained on the employee's Personnel file
- COPY retained by Team Leader/Supervisor/Manager
- COPY to Employee
- COPY to Employee Representative

**Appendix 3:**  
**BERRI LTD (Balcatta Plant) Enterprise Agreement 2000 – Key performance Indicators**  
**Page 1 of 2**

<b>Key Performance Indicator</b>	<b>Description of Measure</b>	<b>Calculation of Performance Measure</b>	<b>1999/2000 YTD Performance</b>	<b>2000/2001 Target</b>
Rework & Dumps	Actual dollars to be measured against quantity despatched for the month	Example: \$10,000 divided by 200,000 cases despatched for the month equals a cost of \$0.05/case despatched.	May 2000 Actual \$154791	20% reduction on 99/00
Stock Variance	Actual dollar value of variance	Ex prism cycle count report on variance	YTD MAY 2000 Materials -\$147654 F/goods \$53,115	To achieve a variance of no greater than \$2000 per month per division To achieve a variance of no greater than \$2000 per month per division
Consumer Complaints	Number of complaints on quantity produced	Number of complaints divided by units produced times 10 million	June 2000 actual 69	Target 45
GMP Audit Scores	This is in brief a measure of our work practices and the condition of the plant	To be calculated using a point rating from the audit	June 2000 actual 222 May YTD avege 200	Target 225 or better
Filling Yield	This is the amount of product that is available to be packed in litres from the tank compared to the amount that is packed into a bottle	The measure is calculated using the prism yield report which compares the dip reading in litres to the packed litres as a percentage	98% YTD	Target 99%
Technical Batch Yield	This is a calculation of the amount of raw materials used physically in a batch for a given volume compared to the amount that should have been used	The technical batch yield report will generate a percentage figure that compares the actual used to what should have been used.	Not fully developed	Target 101.5%
Line Performance	Each line has a standard line speed in terms of units per hour. This speed takes into account size & flavour changes	Each line will have its actual line speed compared to its standard. The measurement will be displayed in percentage terms (eg 100% means the line is meeting its run rate/standard.	Will be prepared in detail for each line as at June YTD	Target is %100%

**BERRI LTD (Balcatta Plant) Enterprise Agreement 2000**

**Appendix 3:  
Page 2 of 2**

<b>Key Performance Indicator</b>	<b>Description of Measure</b>	<b>Calculation of Performance Measure</b>	<b>1999/2000 YTD Performance</b>	<b>2000/2001 Target</b>
Trade & Industrial Waste	This is in basic terms the measurement of how much we put down the drain and how much of our product it contains. The water authority charges us to treat our waste each month.	An independent consultant takes a sample over a 24 hr period each month. This sample is then analysed & the charges are based on volume, solids & BDO levels.	Actual May 2000 YTD \$96424	Target is a 15% reduction
Lost Time Injuries	This is the number of injuries that result in an employee losing a full shift or more in the month the injury occurred.	Measured by the number of instances where a work related accident results in a loss of one full shift or more in the month being reported on.	NIL	NIL
Customer Service Levels	This measures the amount of orders that we have delivered in full on time to our customers	The number of incorrect orders shown as a percentage of total orders received.	YTD on average we have run at 75% to 90%	Target is 95%
Hit Rate	This is the amount we scheduled to produce on a given day compared to what we did produce by product	Scheduled quantity is compared to actual as a percentage	YTD average has been 70% to 80%	Target is 90%
Water Usage	We will look at the amount of water we bring into the plant & compare this to the amount we put to waste	Mains water meter in will be read daily and compared to the meter reading on our waste & shown as actual litres.	Data shows we can put up to 40% of our water back down the drain	Target is to reduce our percentage waste to 25% of our water in

## SCHEDULE A

## SKILL LEVEL DESCRIPTIONS

## Level I

Performing at least one of the following functions—

- Stacking cartons;
- Feed bottles;
- Cleaner

## Level II

- Forklift driving;
- Order picking;
- Portion pack filler operator
- Cask filler operator

## Level III

- Filler operator;
- Labeller operator (carb line);
- Receiving staff

## Level IV

- Mixers;
- Despatch clerk;
- Filler operator (carb line)

## SCHEDULE B

## SIGNATORIES

Signed (Simon Todd) Date 25.7.00

SIMON TODD

General Manager Manufacturing—WA

For and on behalf of:

Berri Ltd

Signed (Helen Creed) Date 25/7/00

HELEN CREED

*Common Seal*

Secretary

Australian Liquor, Hospitality & Miscellaneous Workers' Union, WA Branch.

**BHP DIRECT REDUCED IRON PTY LIMITED  
HBI—PORT HEDLAND OPERATIONS INDUSTRIAL  
AGREEMENT 2000.**

**No. AG 193/2000.**

**2000 WAIRC 00568**

WESTERN AUSTRALIAN  
INDUSTRIAL RELATIONS COMMISSION.

**PARTIES** BHP DIRECT REDUCED IRON PTY LTD APPLICANT

v.

THE AUSTRALIAN WORKERS' UNION, WEST AUSTRALIAN BRANCH, INDUSTRIAL UNION OF WORKERS RESPONDENT

**CORAM** COMMISSIONER S J KENNER  
**DELIVERED** THURSDAY, 7 SEPTEMBER 2000  
**FILE NO/S** AG 193/2000

## Representation

**Applicant** Mr R Lilburne of counsel

**Respondent** Mr R Krysgman

## Proposed

**Intervenor** Mr G Sturman and Mr D Hicks

## Order

HAVING heard Mr R Lilburne of counsel on behalf of the applicant and Mr G Sturman and Mr D Hicks on behalf of the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers, Western Australian Branch and Mr R Krysgman on behalf of the respondent the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

1. THAT the application by the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers, Western Australian

Branch for leave to intervene be and is hereby dismissed.

2. THAT the BHP Direct Reduced Iron Pty Limited HBI—Port Hedland Operations Industrial Agreement 2000 as filed in the Commission on 4 August 2000 in the terms of the following schedule be and is hereby registered as an industrial agreement.

(Sgd.) S. J. KENNER,

Commissioner.

[L.S.]

## Schedule.

## INTENT

This document formally records the terms and conditions of employment covering the HBI Operation. The document should not be read or construed as limiting the commitment of the parties to the vision and values that have been developed for HBI.

## 1—TITLE

This Agreement shall be known as the BHP Direct Reduced Iron Pty Limited HBI—Port Hedland Operations Industrial Agreement 2000.

## 2—ARRANGEMENT

## Intent

1. Title
  2. Arrangement
  3. Parties to the Agreement
  4. Extent of the Agreement
  5. Relationship to Awards
  6. Term
  7. Single Enterprise
  8. Resolution of Questions, Disputes or Difficulties
  9. Contract of Service
  10. Salary
  11. Emergency Response Training
  12. Payment of Salary
  13. Work Flexibility
  14. Hours of Work
  15. Shiftwork and Rosters
  16. Annual Leave
  17. Sick Leave
  18. Long Service Leave
  19. Public Holidays
  20. Parental Leave
  21. No Extra Claims
  22. Continuity of Operations and Supply
  23. Redundancy
  24. Signatures to Agreement
- Appendix 1—Procedure for Resolution of Questions Disputes or Difficulties  
Appendix 2—Annual Leave  
Appendix 3—Sick Leave  
Appendix 4—Long Service Leave  
Appendix 5—Parental Leave  
Appendix 6—Redundancy

## 3—PARTIES TO THE AGREEMENT

1. The Australian Workers' Union Western Australian Branch, Industrial Union of Workers ("The Union"); and
2. BHP Direct Reduced Iron Pty Ltd ("the Company")

## 4—EXTENT OF THE AGREEMENT

1. This Agreement extends to the employees of the Company employed by it in the Company's HBI-Port Hedland operation in the State of Western Australia in the job classifications listed in clause 10—Salary of this Agreement and to no other employer and employees.

2. It is estimated that 120 employees will be bound by this Agreement upon registration.

## 5—RELATIONSHIP TO AWARDS

This Agreement applies to the employees referred to in clause 4—Extent of Agreement, and no award, either existing or future and irrespective of whether or not provision may have been made in any such award for any item not covered by this Agreement, will apply to the Company's employment of such employees.

## 6—TERM

The term of the Agreement shall be for a period of three (3) years as from the date of registration.

## 7—SINGLE ENTERPRISE

It is agreed by the Company and the Union that this Agreement applies in respect of a single enterprise as defined in section 41A(2) of the Industrial Relations Act 1979 (WA) ("the Act").

## 8—RESOLUTION OF QUESTIONS, DISPUTES OR DIFFICULTIES

Should any questions, disputes or difficulties arise between the Company, the employees covered by this Agreement, or the Union it shall be dealt with according to the procedure set out in Appendix 1.

## 9—CONTRACT OF SERVICE

1. Subject to sub-clause 2 below, employment shall be terminated by 4 weeks' notice by the Company or by an employee, or by the payment by the Company, or the forfeiture by an employee, of 4 weeks' salary.

2. In the event of the Workplace Relations Act, 1996 (Cth) (the "Federal Act") being applicable to the termination of employment of an employee by the Company, and the Federal Act providing for a period of notice greater than that specified in sub-clause 1 above, then such period of notice as is set out in the Federal Act shall be applicable in respect of the Company's termination of such employee's services.

3. Nothing in this clause shall affect the right of the Company to dismiss any employee without notice for misconduct, and in such cases salary shall be paid only up to the time of dismissal.

4. Notwithstanding sub-clause 1 above, the Company and an employee may agree that the period of notice which the employee is to give the Company (or the salary an employee is to forfeit in lieu of so giving notice) is to be less than four weeks.

## 10—SALARY

1. The following salary will be applicable to each of the job classifications listed below—

## EMP Technicians

<u>Recognition Level</u>	<u>Salary</u>
High Impact	\$87,300
Recognition	\$78,100
Level 2	
Recognition	\$66,100
Level 1	
Entry Level	\$55,000

## Area Technicians

High Impact	\$79,700
Recognition	\$69,300
Level 1	
Entry Level	\$54,600

2. The salary listed above is payable for all services rendered and is inclusive of any allowances, loading, penalty rates for shiftwork and shift relief, work on public holidays (subject to sub-clause 19.1—Public Holidays), additional hours of work such as is contemplated by sub-clause 14.2—Hours of Work, and time spent on emergency response training.

3. An Employee Development Model provides the basis for pay progression. Employees will progress within this model based on the team's skill requirement, the employee's ability to learn new skills and train others in those skills and the employee's displayed behaviours.

4. In addition to any change in salary based on the Employee Development Model, salaries will be reviewed annually in accordance with the HBI salary administration program.

## 11—EMERGENCY RESPONSE TRAINING

The employees shall, from time to time and as and when the Company so requires, perform or participate in emergency response training outside of usual and additional hours or work as set out in clause 14—Hours of Work.

## 12—PAYMENT OF SALARY

Salary will be paid in equal fortnightly instalments, into a bank account or any other account nominated by an employee.

## 13—WORK FLEXIBILITY

1. It is the intention of the Parties to this Agreement that all employees be extensively skilled, and be able to perform a wide range of job functions within the HBI Port Hedland Operation. The Parties agree that the employees may be required to perform any duties within their skills, training, experience and competence.

2. Should an Area Technician be required to provide relief on shift on a temporary basis, they will work the same hours as an EMP Technician. This requirement to provide shift relief has been taken into account when setting the Area Technician's salary.

## 14—HOURS OF WORK

1. The usual hours of work for employees are—

- (a) EMP Technicians 45 hours per week
- (b) Area Technicians 45 hours per week

2. Notwithstanding the employees' usual hours of work, they shall work such additional hours as the Company may reasonably require from time to time to meet its operational requirement.

## 15—SHIFTWORK AND ROSTERS

1. The Company shall determine the rostering arrangements which are suitable to its requirements as they may be from time to time and shall after consultation with relevant employees, subject to sub-clause 2 below, be able to roster the employees to work on such shifts as determined by it from time to time and may, in this regard—

- (a) determine which employees shall work on particular shifts; and
- (b) change employees from one shift to another; and
- (c) determine the time when each shift commences and ends; and
- (d) change employees from one shift system or roster pattern to another

2. The Company shall, when changing employees from one shift to another, or when changing employees from one shift system or roster pattern to another, give employees reasonable notice of such change, or such lesser period of notice as may be agreed to between the Company and an employee.

## 16—ANNUAL LEAVE

Annual leave entitlements are set out in Appendix 2.

## 17—SICK LEAVE

The terms and conditions applicable to the taking of sick leave are set out in Appendix 3.

## 18—LONG SERVICE LEAVE

Long service leave entitlements are set out in Appendix 4.

## 19—PUBLIC HOLIDAYS

1. Area Technicians are entitled to paid leave on such days as are determined by the Parliament of Western Australia or as otherwise gazetted in the locality to be public holidays provided that another day may be taken as a holiday by arrangement between the Parties in lieu of any of these days.

2. EMP Technicians will be required to work on such days as are so stated to be public holidays should they be rostered to work on those days.

## 20—PARENTAL LEAVE

The terms and conditions applicable to the taking of parental leave are set out in Appendix 5.

## 21—NO EXTRA CLAIMS

The Parties agree that there will be no extra claims for the duration of this agreement.

## 22—CONTINUITY OF OPERATIONS AND SUPPLY

The Parties recognise that the continuous nature of the HBI process cannot be compromised and as a consequence are committed to maintaining that continuity by—

- (i) Utilising the provisions of Appendix I for the resolution of questions, disputes or difficulties; and
- (ii) Ensuring that employees are available as required to produce hot briquetted iron in order to maintain the integrity of the plant and meet customer requirements.

## 23—REDUNDANCY

The terms and conditions of employment applicable to redundancy are set out in Appendix 6.

## 24—SIGNATURES TO AGREEMENT

Signed for and on behalf of BHP Direct Reduced Iron Pty Limited in the presence of:

.....(signed).....

Dated: 27 July 2000

Signed for and on behalf of the Australian Workers' Union in the presence of:

.....(signed).....

Dated: 27 July 2000

## APPENDIX 1

PROCEDURE FOR RESOLUTION OF QUESTIONS  
DISPUTES OR DIFFICULTIES

1. The intent of this procedure is to resolve employee questions, disputes or difficulties promptly and efficiently.

2. Should any question, dispute or difficulty arise such as is contemplated by clause 8 Resolution of Questions, Disputes or Difficulties, the following procedure shall be followed—

- Step 1 An employee who wishes to raise a question, dispute or difficulty shall attempt to resolve the matter with their team (with the assistance of the team leader, if necessary).
- Step 2 If the matter remains unresolved, then discussions shall be referred to the Superintendent. The employee may seek the assistance of another employee or employee union representative in this process
- Step 3 If the matter remains unresolved, then discussions shall be referred to the Manager. The employee may seek the assistance of another employee or employee union representative in this process.
- Step 4 If the matter still remains unresolved, it shall be referred to Vice President. The employee may seek the assistance of another employee, employee union representative and/or a state official of the Union in this process.
- Step 5 If the matter remains unresolved either party may refer it to the Western Australian Industrial Relations Commission.

## APPENDIX 2

## ANNUAL LEAVE

1. On completion of 12 months' service, employees will have the following leave entitlements per annum—

- (a) EMP Technicians (employees working shiftwork)—20 rostered shifts;
- (b) Area Technicians (employees working day work)—25 working days.

2. Employees may take advanced leave, pro rata to their service, prior to the completion of 12 months' service, with the agreement of the Company.

3. Should an employee be incapacitated due to illness or injury for a period of 5 days or more whilst on annual leave, the employee may convert such period of incapacity whilst on annual leave into sick leave, provided that the employee provides a doctor's certificate detailing the period and cause of the incapacity.

4. Whilst on annual leave, employees will be paid their normal salary.

5. Employees are, subject to clauses 8 and 9 below, entitled to a holiday assistance equivalent to the cost of 2 return economy airfares to Perth for both themselves and each of their dependants, in respect of each completed year of service.

For the purposes of this appendix, "dependant" means—

- (a) a spouse or de facto spouse;
- (b) a child aged 16 years or less;
- (c) a child aged 24 years or less who is a full-time student at a school, college or university and who is wholly dependent for their support upon their parent(s).

6. The holiday assistance must be utilised by the employees during the 12 month period immediately following the completion of each year of service. Unless the Company agrees to this the holiday assistance may not be accumulated from year to year, and will be forfeited should it not be taken.

7. Should an employee, with the agreement of the Company, take annual leave after 6 months' service with the Company, but prior to completion of 12 months' service, the employee will be entitled to holiday assistance equivalent to the cost of one return economy airfare to Perth, but subject to the employee refunding such moneys to the Company if the employee's employment terminates prior to the employee completing 12 months' service with the Company.

8. Employees are entitled to receive such holiday assistance only if annual leave—

- (a) is taken by the employee away from Port Hedland; and
- (b) is taken for at least the following minimum period;
- (i) in the case of EMP Technicians—1 week;
- (ii) in the case of Area Technicians—5 consecutive working days.

9. Employees are not entitled to receive holiday assistance should they be a dependant of another BHP employee who is claiming holiday assistance on their behalf.

## APPENDIX 3

## SICK LEAVE

1. Employees are entitled to paid sick leave when they are ill or injured.

2. In circumstances of serious illness or injury to an employee (other than in respect of injuries for which an employee is in receipt of workers compensation), the Company may agree to an employee taking paid sick leave up to a maximum period of 12 months.

3. Employees will, whilst on sick leave as contemplated in this Appendix, receive pay equivalent to their salary.

4. Employees are required to notify their Team Leader as soon as possible if illness or injury will prevent their attendance at work.

5. The Company may, in respect of any employee's absence from work due to illness or injury, require the employee to produce a medical certificate specifying the nature of the illness or injury, and the length of absence from work.

6. Employees who have been on sick leave must complete an application for leave form on their return from sick leave. Employees who anticipate taking sick leave must complete such form prior to going on sick leave.

7. The Company may, in its discretion, require an employee who has been on sick leave to provide the Company with a medical clearance indicating that the employee is fit to return to work and is able to perform the same duties as were performed by the employee prior to going on sick leave.

8. The Company shall endeavour to find alternative employment suitable to an employee's skills and experience should an employee, after returning to work after a period of sick leave, not be able to perform the same duties as were performed by the employee prior to going on sick leave.

## APPENDIX 4

## LONG SERVICE LEAVE

1. Long Service Leave will accrue to employees at the rate of 6.5 days per annum for their first 19 years of continuous service, and at 9.2 days per annum for each year of service thereafter.

2. Employees are entitled to 13 weeks of long service leave after 10 years' continuous service.

3. Employees may, after 5 years' continuous service, take such long service leave as will have accrued to them as at that date.

4. Employees who have had less than 5 years' continuous service shall not be entitled to any long service leave, nor to any payment in lieu upon termination.

5. Should an employee not have taken pro rata long service leave prior to 10 years of continuous service, the long service leave which will have accrued to the employee after such period of service shall be granted and taken as soon as reasonably

practicable after it has accrued, or at such time or times as may be agreed between the Company and the employee.

6. Employees shall, in all circumstances where they have not reached an agreement with the Company as to the time or times when long service leave is to be taken, inform the Company of their intention to take such leave at least 1 month prior to doing so.

7. Employees may take long service leave as it accrues, but subject to any other provision in this Appendix and subject to their taking such leave for minimum periods of 5 continuous working days.

8. Employees are not entitled to have any other employment whilst on long service leave, and will forfeit their entitlement to be paid their salary whilst on long service leave should they have such employment.

#### APPENDIX 5 PARENTAL LEAVE

1. Relevant State legislation shall govern the employees' entitlements to, and terms and conditions applicable to the taking of, parental leave. However, clauses 2 to 9 inclusive of this Appendix shall also apply to the employees' entitlement to, and the terms and conditions applicable to the taking of, parental leave. It is intended that the provisions of this Appendix shall supplement such legislation.

2. Permanent employees with at least 12 months service are entitled to parental leave as follows—

- Maternity Leave—six weeks paid leave, then up to 46 weeks unpaid leave
- Adoption Leave—six weeks paid leave, then up to 46 weeks unpaid leave
- Paternity Leave—one week paid leave around the time of birth, then up to 51 weeks unpaid leave if primary care giver.

3. If Annual Leave and/or Long Service Leave are taken in conjunction with parental leave the total period of leave cannot exceed 52 weeks.

4. Employees may receive such holiday assistance as they are entitled to receive (in terms of Appendix 2) in respect of annual leave taken by them whilst on parental leave.

5. Employees on parental leave may, by paying contributions to the BHP Superannuation Fund defined contribution division (the "Fund") maintain their continuity of service for the purposes of the Fund. An employee may, in this regard—

- (1) Pay 16% of their annual salary as at the date of commencement of parental leave, to the Fund, in which event such amount will be regarded as the employee's contribution to the Fund for the period of parental leave, for the purposes of calculating the employee's future benefits in terms of the Fund; or
- (2) Pay 1% of such salary to the Fund, in which event the employee shall be entitled only to Death and Disablement benefits in terms of the Fund.

6. An employee shall give no less than 4 weeks' notice, in writing, of their intention to proceed on parental leave.

7. Prior to an employee proceeding on parental leave, the Company will provide to them a letter confirming the conditions of such leave.

8. Employees shall give no less than 4 weeks' notice, in writing, of their intention to return to work after a period of parental leave.

9. On finishing parental leave, an employee is entitled to return to the position they held immediately prior to proceeding on parental leave or, if such position no longer exists, an available position for which they are qualified and are capable of performing. Should the only available position be at a lower level than that occupied by the employee immediately prior to proceeding on parental leave then, in the event of the employee accepting such position, the Company shall continue paying to the employee the salary of the position they had occupied immediately prior to proceeding on parental leave.

10. The Company and an employee may agree that the employee returns to work on a permanent or casual basis prior to the expiration of the period of parental leave.

#### APPENDIX 6

#### REDUNDANCY

Where, as a result of rationalisation, reorganisation, introduction of new technology or significant changes in work method or practices, the operation no longer requires employees to carry out work of a particular kind, it may be necessary to retrench or to seek voluntary retirees.

The following entitlements will apply to the current continuous period of employment—

- Three months' notice or pay in lieu (at the Company's discretion)
- Two months' severance payment  
Two weeks' pay for each complete continuous year of service and pro rata for the current year Payment of annual leave and long service leave accrued and not taken at the time of termination
- Payment of all pro rata payments due to the employee on termination provided that employees with less than five years continuous service shall also be entitled to pro rata long service leave upon completion of twelve months' continuous service.

#### BLOWFLEX MOULDING PTY. LTD, WESTERN AUSTRALIAN ENTERPRISE BARGAINING AGREEMENT 2000.

No. AG 160 of 2000.

2000 WAIRC 00583

#### WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

<b>PARTIES</b>	AUSTRALIAN LIQUOR, HOSPITALITY AND MISCELLANEOUS WORKERS UNION, WESTERN AUSTRALIAN BRANCH V BLOWFLEX (WA) PTY LTD
<b>CORAM</b>	COMMISSIONER S WOOD
<b>DELIVERED</b>	FRIDAY, 8 SEPTEMBER 2000
<b>FILE NO</b>	AG 160/2000

#### Representation

<b>Applicant</b>	Mr J Ridley
<b>Respondent</b>	Mr K Apse

#### Order.

HAVING heard Mr J Ridley on behalf of the applicant and Mr K Apse on behalf of the respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement made between the parties as lodged in the Commission on the 7th day of July 2000, amended by consent at hearing on the 8th day of September 2000, entitled the Blowflex Moulding PTY. LTD, Western Australian Enterprise Bargaining Agreement 2000 is hereby registered;

(Sgd.) S. WOOD,  
Commissioner.

[L.S.]

#### SCHEDULE.

##### 1—TITLE

This Agreement must be referred to as the Blowflex Moulding PTY. LTD, Western Australian Enterprise Bargaining Agreement 2000.

##### 2—ARRANGEMENT

- 1 Title
- 2 Arrangement

- 3 Parties to the Agreement
- 4 Period of Operation
- 5 Relationship to the Award
- 6 Objectives for the Agreement
- 7 Partnership
- 8 Consultation and Communication
- 9 Dispute Resolution Procedures
- 10 Wage Increases
- 11 Hours of Work—4x10 Roster System
- 12 6 Day Workers
- 13 Weekly Days Off-4x10 Roster
- 14 Elimination of Rostered Days Off
- 15 Use of Non Permanent Employees
- 16 Income and Injury Insurance
- 17 Leave Rostering
- 18 Carers' Leave
- 19 Training
- 20 Multi-skilling and Introduction of New Technology
- 21 Commitment by the Parties
- 22 Use of Contractors
- 23 Signatories
- Appendix A—Wage Rates—4x10 Rostering System-Guaranteed Wages
- Appendix B—Wage Rates—All Areas

### 3—PARTIES TO THE AGREEMENT

- 3.1 This Agreement is binding according to its terms upon—
- (a) Australian Liquor, Hospitality and Miscellaneous Workers Union, Western Australian Branch (“the Union”),
  - (b) Blowflex Moulding PTY LTD (A.C.N.087 884 302) trading as Blowflex Moulding in Western Australia (“the Company”), 86 Radium Street, Bentley WA, and
  - (c) applies to all employees employed by Company who are, or eligible to be, members of the Australian Liquor, Hospitality & Miscellaneous Workers Union, Western Australian Branch (“the employees”).
- 3.2 This Agreement applies to an estimated eight employees.

### 4—PERIOD OF OPERATION

- 4.1 This Agreement operates from the first pay period on or after the 14th December 1998 and remains in place until 14th June 2001.
- 4.2 The terms of this Agreement must remain in force after the 14th June 2001 until replaced by another agreement;
- 4.3 The parties agree to meet, at a time to be agreed but no later than six months prior to the expiration of this Agreement, to review the terms of this Agreement with a view to reaching on a new certified agreement to replace this Agreement.
- 4.4 There is in principle agreement to the operative date of the next agreement being effective from the 14th June 2001.

### 5—RELATIONSHIP TO THE AWARD

This Agreement must be read and interpreted in conjunction with the Masters Dairy Award (Western Australia) A2 of 1994 (the Award).

Where there is any inconsistency between the Award and the express terms of this Agreement, the express terms of this Agreement must take precedence.

### 6—OBJECTIVES OF THE AGREEMENT

- 6.1 To achieve an environment of consultation and communication between the Company and its employees and unions.
- 6.2 To establish, through consultation with employees and Union representatives, an agreed process to achieve a flexible and multiskilled workforce which recognises the company's business plans and objectives, and works towards achieving those objectives.
- 6.3 To ensure that employees are appropriately trained according to Company needs, and are given the opportunity to maximise their skills within the workforce.
- 6.4 To continue to maintain a commitment to quality assurance on all Western Australian sites including ISO 9002.
- 6.5 To establish, through the consultative committee an agreed process to maintain and improve inventory accuracy.

6.6 For all parties to commit to the introduction of a Competency Based Training (CBT) system during the life of this Agreement.

6.7 To establish, through the consultative committee, an agreed timetable and procedure for the introduction of a classification structure.

6.8 To co-operatively improve the occupational health and safety of the workforce, including the reduction of excessive working hours.

6.9 To reduce the amount of accrued leave (annual, long service, RDOs and public holidays) to a manageable level; and to ensure that all employees are able to take an appropriate amount of rest time each year.

### 7—PARTNERSHIP

7.1 The Company, Employees and the Union acknowledge that the objectives and values of this Agreement will only be achieved if an atmosphere of partnership and co-operation exists between the Company and the Union.

7.2 Specifically, the parties commit to the following—

- (i) Open sharing of appropriate information;
- (ii) A collective and consultative process of negotiating pay and employment conditions for employees;
- (iii) To provide an environment which meets Occupational Health and Safety best practice standards;
- (iv) For the Unions to support its members and co-operate with the Company to achieve its objectives;
- (v) The Company supports the unions party to this Agreement, the role of unions in the Company and respects their right to organise in the workplace.

### 8—CONSULTATION AND COMMUNICATION

8.1 The parties recognise that to maintain good employee relations, appropriate consultation and communication must take place.

8.2 The parties are committed to improve and make more effective consultation and communication in the workplace and agree that consultation and communication is to provide employees on all shifts with an opportunity to participate fully in the issues which impact on their working lives.

8.3 Some of the mechanisms used for consultation include, but are not limited to, team briefings, meetings, and the consultative committee (made up of management and Union representatives).

8.4 The parties agree that effective consultation is based on the following principles—

- (a) information sharing for continuous improvement;
- (b) facilities and training for those involved in the consultative and communication process; and
- (c) commitment from the Company, the Union and employees.

8.5 Where Agreement cannot be reached about matters involving changes to the organisation or performance of work, the 'Disputes Resolution Procedure' Clause of this Agreement must be used.

### 9—DISPUTES RESOLUTION PROCEDURE

9.1 It is recognised that the Company, Employees and the Union may from time to time have grievances or claims that they wish to pursue with each other.

The objective of this procedure is to resolve problems amicably, promptly and at the source in order to avoid disputes such as work bans or limitations, go slows and strikes and any other form of action which would disrupt customer service or operations.

9.2 Any dispute arising from this Agreement must be dealt with in accordance with the following procedure—

- (a) The matter must first be discussed between the employee affected and the appropriate team leader.
- (b) If not settled, the matter must be discussed between the accredited Union representative and the Manager or other appropriate representative of the employer.
- (c) If not settled, the matter may be referred to the Consultative Committee for discussion.

- (d) If not settled, the matter must be discussed between the Branch Secretary of the Union or other appropriate official of the Union and the appropriate representative of the Company.
- (e) If the dispute is not resolved by the processes referred to in Clause 9(a) to (d) the matter may be referred to the Commission for conciliation or arbitration by either party, in which case the parties will be bound by any decision of the Commission.
- (f) A time limit of two working days should apply wherever practicable to each step of the procedure in clauses 9.2(a) to (d).
- (g) While the matter in dispute is being discussed in accordance with the dispute resolution procedure, work must continue and the status quo as applying before the dispute must be maintained.
- (h) No party is to be prejudiced in relation to the final settlement by the continuance of work in accordance with this clause.
- (i) It must be open to either party at any time to seek the assistance of the Western Australian Industrial Relations Commission (WAIRC) in resolving any dispute.
- (j) In the event of a work stoppage, such employees as are necessary must where appropriate, complete production in process to avoid spoilage and clean the plant according to hygiene requirements before stopping work.
- (k) In the event of a stoppage of work, employees will be available to ensure that hospitals and institutions have available a milk supply and export orders are not disrupted.
- (l) Where the Union wishes to hold a mass meeting, a suitable time will be agreed with the Production Manager or appointee. In any case, the unions will endeavour where practicable to provide not less than 24 hours notice of a mass meeting. Mass meetings are to be used as a last resort, after all other forms of communication have been exhausted.

### 9.3 Company Issues with Employees

(a) Where the Company has an issue with any employee, the Company's Disciplinary Policy must apply in accordance with this clause.

(b) It is agreed that the Disciplinary Policy referred to in clause 9.3(a) must not be changed during the life of this Agreement, except by Agreement between the parties.

### 10—WAGE INCREASES

(a) The first phase of the wage increase will be 4% and will be payable from the first pay period on or after the 14th December 1998.

(b) The second phase of the wage increase will be 4% and will be payable from the first pay period on or after the 14th December 1999.

(c) The third phase of the wage increase will be 2% and will be payable from the first pay period on or after the 14th December 2000.

(d) Additional payments of 2% for achievement of Level One Competency Based Training (CBT); and 3% for the achievement of Level Two. These payments will be made at the conclusion of each year. That is, the payment for Level One will be made at the same time as the second phase of the wage increase, the first pay period on or after the 14th December 1999. The payment for Level Two will be made at the same time as the 3rd Phase of the Agreement; that is the first pay period on or after the 14th December 2000.

- (i) Where an employee is not competent at Level One as at the first pay period on or after the 14th December 1999; the employee can continue to work towards competency. When competency is achieved; the pay increase of 2% will be paid.
- (ii) Where an employee is not competent at Level Two as at the first pay period on or after the 14th December 2000; the employee can continue to work towards competency. When competency is achieved; the pay increase of 3% will be paid.

- (iii) Where the Company has not made the training available to employees by the time frame specified; and the employee has made every effort to make themselves available for training, the Company will pay the CBT pay increase for that employee. However, it must be demonstrated that the Company has failed under its obligations to make the training available under normal circumstances. Where an employee has taken extended leave or has in other ways been unable to attend the training, this increase will not be payable until the employee reaches the level as per clause 10 (d)(i) and (ii).

Where, however, training is scheduled after an employee has made application for extended leave (in excess of three months) every effort will be made to ensure that the employee has access to the training and is not disadvantaged in terms of this clause. Should the Company not deliver as per this sub-clause, and an employee receives a pay increase as per this sub-clause, the employee will still commit to undertaking the training as soon as the training is made available. The training required to access this payment is identified in clause 19.

(e) Refer to Appendix B for the tabulated wage increases as provided for above.

(f) Income and Injury Insurance is payable by employee as per Clause 16 of this Agreement. This represents 1.43% and will be deducted from each employee's gross weekly pay.

### 11—HOURS OF WORK-4X10 ROSTER SYSTEM

11.1 An integral objective of this Agreement is to reduce the number hours worked in the week by each employee, as such a 4x10 roster system will be introduced in the following areas:

11.2 To assist with the introduction of this rostering system, an implementation team will be established, with employee/Union and management representatives. This team must be established for a period of three months. The purpose of the team is to oversee the implementation of the new rostering systems.

11.3 The target date for implementation of the 4x10 rostering system is 1st July 1999. This date may vary for different areas by Agreement between the parties. Except that all areas will be operating under the new rostering systems by the 1st January 2000 at the latest.

11.4 Any vacancies resulting from the introduction of the new rosters will be advertised on the Company notice boards to enable people to apply.

11.5 The 4x10 roster is subject to absenteeism being covered by the team where there is absenteeism which is less than 20% of the labour capacity in that area at any one time. The team will cover the absenteeism within current labour capacity.

11.6 The wage rates for the 4x10 rostering system are attached at Appendix A to this Agreement. Subject to the assumptions provided for in clause 11.7 being complied with, the Company guarantees the wage rates for employees working the 4x10 rostering system.

11.7 The assumptions are as follows—

- (i) An equal number of early morning and night shifts being worked;
- (ii) 6 (six ) public holidays worked during the year;
- (iii) 2 (two) out of every 3 (three) Sundays worked;
- (iv) No leave without pay for any type is received during the year
- (v) Where these assumptions are not met, the Company does not guarantee the income during the year. In the event of industrial action or any other stoppages where employees are not paid, the Company does not guarantee the application of the wage rates.

11.8 The Company and the Union recognises for the rostering systems as described above to be productive and meet the aims of the Agreement, the implementation must be undertaken in a co-operative and team environment. The principles of Total Quality Management are applicable to the implementation of the new rostering systems.

11.9 It is agreed that the above rostering systems will be subject to a six monthly review to ensure that the objectives of the Agreement are being met. Provided that either party to the Agreement may utilise the disputes resolution procedure to address urgent issues before the 6 month review.

#### 12—6 DAY WORKERS

12.1 All employees' working 6x8 will fit into the rosters as stated above, including the employees with job contracts (1978 list) to the contrary.

12.2 Those employees who have been working 6 days for more than twelve months effective as at the 1st April 1999 will be eligible for a transitional compensation payment as follows —

- |                  |        |
|------------------|--------|
| (i) Year One     | \$3000 |
| (ii) Year Two    | \$2000 |
| (iii) Year Three | \$1000 |

12.3 The transition payment will be replaced each year with the new yearly amount. At the conclusion of this Agreement there will be no further transitional payments payable.

12.4 The first payment will be made effective from the commencement of the new roster systems (1st July 1999). The transition payment will be paid weekly. Where a roster system is introduced later than that date, the 6x8 payment will be reduced accordingly on a pro rata basis.

12.5 In addition, all employees who are currently "6 day workers" will have the option of having accrued RDOs and Public Holidays paid out; as a once off payment commencing the 1st July 1999.

12.6 The transition payment will mean that all 6 day workers have relinquished any right to compensation for working 6 days. It is agreed that this transition payment is in settlement of this matter.

12.7 In addition, it is agreed that the contracted 6 day workers as per the 1978 list will be paid an additional amount of —

- |        |            |
|--------|------------|
| \$2000 | Year One   |
| \$1500 | Year Two   |
| \$1000 | Year Three |

#### 13—WEEKLY DAYS OFF-4X10 ROSTER

Where possible weekly days off will be given as consecutive days off, and wherever possible at least 2 days will be consecutive every week for all employees.

#### 14—ELIMINATION OF ROSTERED DAYS OFF

14.1 Under the 4x10 rostering system there will be no accrual of RDOs.

14.2 Employees in other areas who are not working a 4x10 rostering system will continue to accrue RDOs.

14.3 Employees who work the 4x10 rostering system and no longer accrue RDOs may elect not to have those RDOs paid out, and may take them in accordance with the Award.

#### 15—USE OF NON PERMANENT EMPLOYEES

Two other classifications of employees will be used to facilitate the operations. The reason for and the conditions applicable to these employees are as follows—

- (a) Use of Limited Term Employees
  - (i) To be employed for a period of between one month and no more than twelve months.
  - (ii) Reasons for use include replacement for unforeseen short-term operational workloads in excess of current staff capacity, a function of a temporary and fixed nature, parental leave; workers compensation; long term sick leave; long service leave and long term annual leave.
- (b) Conditions for Limited Term Contract Employees
  - (i) Paid as per this Agreement and the *Masters Dairy Award 1994*
  - (ii) Leave to be accrued as per the Award; and will be paid out on termination of contract if not taken during the contract.

- (iii) Agreement with appropriate Union on site will be gained prior to the appointment of any employee under this clause.
  - (iv) No Union must unreasonably withhold Agreement to the employment of a limited term contract employee.
  - (v) Where an employee is employed for over a period of one year on a limited term contract—that employee will automatically be made a permanent employee, except in exceptional circumstances and only by Agreement between the parties.
  - (vi) The Company must endeavour to fill the vacancy from within current employees in the first instance, however, if in the opinion of the Company there is no employee who has the appropriate skills and aptitude for the position; the position can be filled through a limited term contract employee.
  - (vii) It is not the intention of the Company to use limited term contract employees except in the circumstances as stated above.
- (c) Use of Casuals
- (i) To cover for short term absences or temporary functions of up to one month.
  - (ii) By Agreement with the Union.
  - (iii) The Union is not to unreasonably withhold Agreement.
  - (iv) It is not the intention of the Company to use casual employees except as stated in the circumstances above.

#### 16—INCOME AND INJURY INSURANCE

16.1 It is agreed that the Company will fund income and injury insurance for all employees covered by this Agreement for the life of this Agreement. It is agreed that this will represent the equivalent of a 1.428% pay increase. This will be deducted from employees' weekly wages as a deduction from gross weekly wages and is included in the total wage increases as per Clause 10-Wage Increases of this Agreement. This amount of 1.428% will be a fixed amount for the period of the Agreement. There will be no increase to this amount during the life of the Agreement.

16.2 An employee who needs to be away from work through personal illness will normally be paid for these absences in accordance with the Clause 21 in the Award.

16.3 Subject to the provisions of the policy, employees will receive income protection in the event of incapacity due to illness or injury. Subject to the claim being accepted; this income protection has a 14 calendar day waiting period; except where the claim results from an injury from playing football, in which case there is a 28 calendar day waiting period.

16.4 Subject to the claim being accepted, and subject to the conditions of the policy and the insurers; employees are entitled to take up to 104 weeks full pay.

16.5 Payment of sick leave will be authorised by Unit Managers.

16.6 Employees must notify their Unit Manager prior to the commencement of the shift if they are unable to attend for work.

16.7 The Company may require an individual to undergo medical examinations conducted by the Company Medical Officer in the following circumstances—

- (i) On return to work following on a protracted period of illness in excess of one month.
- (ii) For the assessment of work related injury.
- (iii) In the assessment of physical suitability for selected areas of work.

16.8 It is agreed that the Company and ACTU Broking will meet on a quarterly basis to review the claims history over that period.

16.9 It is agreed that the Company and Employees may review and consider other Injury Insurance packages other than that of ACTU.

## 17—LEAVE ROSTERING

17.1 All employees will be subject to leave rostering. This will enable appropriate planning of leave and allow for employees with back leave to start reducing this leave. "Leave" is defined as "annual leave, long service leave, accrued public holidays and accrued RDOs".

17.2 The leave rostering system will require that employees apply for leave at a nominated time each year. Each employee will be given three choices of leave dates. Where an employee does not get their first preference in the first year, every effort will be made to accommodate the employee receiving their first choice the next year. Provided that, there will be flexibility for employees to change their nominated dates if unforeseen circumstances arise.

17.3 In addition, the Company and employees are to plan to reduce accumulated back leave. This should also be included in the annual application for leave.

17.4 Each employee will arrange an individual programme to reduce their accumulated leave with their Manager. It is agreed that employees will eliminate leave within the minimal length of time.

17.5 None of the above precludes an employee taking urgent family leave, should an emergency occur.

## 18—CARERS' LEAVE

18.1 In unforeseeable circumstances, an employee with responsibilities in relation to members of their immediate family must be entitled to access annual leave and paid leave of five (5) working days to provide care and support for such persons whilst they are ill.

18.2 This carers leave is not cumulative from year to year. It may only be taken subject to the following conditions being met—

- (a) The employee must establish by production of a medical certificate the illness of the person concerned and that a carer is required. Except that two single day absences in a year may be taken without the production of such a certificate.
- (b) The term immediate family includes : a spouse; de facto spouse; child or adult child; parent, or parents-in-law, grandparent, grandchild or sibling of the employee or any person permanently residing in the employee's house at the time which the leave is sought.
- (c) The employee must, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave, and the estimated length of absence. If it is not practicable for the employee to give notice of absence, the employee must notify the employer by telephone of such absence at the first opportunity on the day of the absence.

## 19—TRAINING

There are four elements to training on site —

- (a) Compulsory training that all employees must undertake, including but not limited to —
  - (i) Health and safety
  - (ii) Quality Assurance
- (b) Competency based training based on nationally accredited certificates.
  - (i) Training costs will be paid for by the Company.
  - (ii) Training will occur whenever possible within normal working hours and will be paid accordingly.
- (c) Trade Union Training will be available for elected representatives by Agreement between the Company and the employee. Leave of up to five days per year will be available for such elected representatives by Agreement with the Company. This leave is not

cumulative from year to year. Only rostered shifts will be paid for; no overtime will be paid whilst on such leave.

- (d) Training on and for new technology and equipment. This training will be carried out wherever possible by an industry accredited trainer. No extra payment will be received for undertaking this training.
  - (i) Notice of any new technology and equipment will be given to the Union and the employees as soon as is practicable.
- (e) Training required for the employees covered by this Agreement is as follows—
  - Level One—Certificate in Plastic Processing for the 2% increase, and
  - Level Two—Certificate in Plastic Processing for the 3% increase.

## 20—MULTI-SKILLING AND INTRODUCTION OF NEW TECHNOLOGY

It is agreed that—

- (a) Where new technology is introduced to an area, training will be undertaken by an accredited trainer, or an external trainer.
- (b) The grading to operate the new technology will be as per the classification structure in the Award.
- (c) Where employees are currently a Grade 5 - 'Machine Operator (Multiple)' (pursuant to the Masters Dairy Award), it is agreed that multiple machines will be operated. Multiple machines may mean machines of different functionality rather than two machines of the same function.
- (d) Any dispute arising from the introduction of the new technology will be dealt with the Settlement of Disputes and Claims procedure in the Award.
- (e) While the matter in dispute is being discussed in accordance with the Settlement of Disputes and Claims procedure, the technology must continue to be used, without prejudice in relation to the final outcome.
- (f) The time frame for resolution will be two weeks. If the matter is not resolved within this time frame the parties will then refer the matter to the WAIRC.

## 21—COMMITMENT BY THE PARTIES

The parties are committed to working towards the following over the next 12 months—

- (a) A review of the current classification structure within the Award.
- (b) An investigation through the consultative process of the concept of self managed work teams.

## 22—USE OF CONTRACTORS

The Company is committed, wherever possible, to conducting its operations with directly employed labour. Where it is anticipated that some or any of its operations will be outsourced, the Company must consult with the Union prior to any decision being made, and in accordance with the Clause 28—Introduction of Change, of the Masters Dairy Award 1994.

## 23—SIGNATORIES

Signed for and on behalf of the  
Australian Liquor, Hospitality  
and Miscellaneous Workers  
Union, Western Australian  
Branch

*Common Seal*

(Signed Helen Creed)

in the presence of  
dated

(Signed J Ridley)

Signed for and on behalf of

BLOWFLEX (WA) PTY LTD BY \_\_\_\_\_

in the presence of \_\_\_\_\_  
dated

## APPENDIX A

[see clause 10(g)]

## 4x10 AREAS—GUARANTEED WAGES—FIRST YEAR

	Annual Base Gross Wage	Weekly Base Net Wage (after tax)
Gr. 2	\$41,478	\$581
Gr. 3	\$42,251	\$589
Gr. 4	\$43,109	\$599
Gr. 5	\$44,840	\$617
Gr. 6	\$45,689	\$626
<b>Cost Assumptions</b>		
# Assumes that two out of every three Sunday's is worked.		
## Assumes equal day and night work (16.75%).		
### Assumes 6 public holidays will be worked per annum.		
#### Annual Income assumes 48 "working weeks" and 4 "annual leave" weeks.		
##### Transition Payment for "6 day workers" is \$3,000 Yr.1, \$2,000 Yr.2, \$1,000 Yr.3.		
(as per this costing) or can be a "pooling" option (87 employees x \$6k = \$522k).		

## APPENDIX B

[see clause 10(e)]

## WAGE INCREASES (GROSS)

Increase	4% increase	4% increase	2% increase	Level One CBT Payment (2%)	Level Two CBT Payment (3%)
Conditions	Guaranteed	Guaranteed	Guaranteed	Payable subject to L1 being reached on the 14th Dec 99	Payable subject to L2 being reached on the 14th Dec 00
Date Payable	14.12.98	14.12.99	14.12.00	14.12.99	14.12.00
Dairy Processing					
Grade 1	457.01	475.29	484.80	484.80	509.04
Grade 2	503.33	523.46	533.93	533.93	560.63
Grade 3	513.45	533.99	544.67	544.67	571.90
Grade 4	524.69	545.68	556.59	556.59	584.42
Grade 5	547.31	569.20	580.59	580.59	609.62
Grade 6	558.53	580.87	592.49	592.49	622.11
Grade 7	581.14	604.39	616.47	616.47	647.30

**BUNBURY CATHEDRAL GRAMMAR SCHOOL INC  
(ENTERPRISE BARGAINING AGREEMENT) 2000.****No. AG 174 of 2000.****2000 WAIRC 00451**WESTERN AUSTRALIAN  
INDUSTRIAL RELATIONS COMMISSION.**PARTIES**THE INDEPENDENT SCHOOLS  
SALARIED OFFICERS'  
ASSOCIATION OF WESTERN  
AUSTRALIA, INDUSTRIAL UNION  
OF WORKERS & OTHER V (NOT  
APPLICABLE)**CORAM**

COMMISSIONER S J KENNER

**DELIVERED**

MONDAY, 28 AUGUST 2000

**FILE NO/S**

AG 174/2000

**Representation****Applicant**

Mr N Briggs

**Respondent***Order.*

HAVING heard Mr N Briggs on behalf of the applicant and there being no appearance on behalf of the respondent and by consent the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

- (1) THAT the Bunbury Cathedral Grammar School Inc (Enterprise Bargaining Agreement) 2000 as filed in the Commission on 10 July 2000 in the terms of the following schedule be and is hereby registered as an industrial agreement.

- (2) THAT the Bunbury Cathedral Grammar School Inc (Enterprise Bargaining Agreement) 1998 No. AG 355 of 1997 be and is hereby cancelled.

(Sgd.) S. J. KENNER,

Commissioner.

[L.S.]

Schedule.

## 1.—TITLE

This agreement shall be known as the Bunbury Cathedral Grammar School Inc (Enterprise Bargaining Agreement) 2000 and replaces Bunbury Cathedral Grammar School Inc. (Enterprise Bargaining Agreement) 1998.

## 2.—ARRANGEMENT

1. Title
2. Arrangement
3. Parties to the Agreement
4. Scope of Agreement
5. Date and Duration of Agreement
6. Relationship to Parent Awards
7. Single Bargaining Unit
8. Objectives
9. Salary Rates
10. Agreed Efficiency Improvements
11. Teacher Appraisal
12. Redundancy Provisions
13. Consultation
14. No Further Claims
15. No Reduction
16. Dispute Resolution Procedure
17. No Precedent
18. Signatories

## 3.—PARTIES TO THE AGREEMENT

This agreement is made between Bunbury Cathedral Grammar School Inc (the School) and the Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers (the ISSOA), a registered organisation of employees.

## 4.—SCOPE OF AGREEMENT

(1) This agreement shall apply to teachers who are employed within the scope of the Independent Schools' Teachers' Award 1976 (the award).

(2) The number of employees covered by this agreement is approximately 53.

## 5.—DATE AND DURATION OF AGREEMENT

(1) This agreement shall come into effect on the 1<sup>st</sup> January, 2000 and shall apply until the 31<sup>st</sup> December, 2000.

(2) The parties agree to meet no later than 3 months prior to expiration of the agreement to review the agreement.

## 6.—RELATIONSHIP TO PARENT AWARD

(1) This agreement shall be read and interpreted in conjunction with the Independent Schools' Teachers' Award 1976 (the award).

(2) Where there is any inconsistency between this agreement and the award, this agreement will prevail to the extent of the inconsistency.

## 7.—SINGLE BARGAINING UNIT

(1) The parties to this agreement have formed a single bargaining unit.

(2) The single bargaining unit has conducted negotiations with the School and reached full agreement.

## 8.—OBJECTIVES

The nature and purposes of this agreement are to—

- (1) consolidate and further develop initiatives arising out of the award restructuring process;
- (2) accept a mutual responsibility to maintain a working environment which will ensure that the School and its staff become genuine participants and contributors to the School's aims, objectives, vision and philosophy;

- (3) recognise the commitment by teaching staff to the objectives of the School itself; (The commitment produces a working environment where education is provided in harmony with the ethos of the School. This objective includes the recognition by the parties of the holistic nature of the work of professionals in the School.)
- (4) recognise the professional and personal qualities of teachers which enable them to create conditions which are conducive to learning and which foster the development of the individual student;
- (5) safeguard and improve the quality of teaching and learning by emphasizing the upgrading of professional skills and knowledge; (The School and its teaching staff acknowledge that this upgrading of skills and experience can best occur when both the School and staff share responsibility for professional development by undertaking both in-service and external courses and training partly during school time and partly during the teachers' time.)
- (6) acknowledge that the School is established and operated to give access to Christian education in the Anglican tradition to as wide a cross-section of the community as possible; (In acknowledging this purpose, the School and staff undertake to make provisions where practicable for children with special needs; to support the involvement of parents in the education of their children; to deliver appropriate educational programmes, and to support the Christian ethos of the School.)
- (7) enhance the quality of pastoral care for teachers;
- (8) develop and maintain a culture and working environment which values teachers as professionals and ensures that the School is well positioned to attract and retain the highest quality teachers.
- (9) In reaching this agreement the parties have recognised—
  - (a) the variety of educational and managerial arrangements that exist requiring flexibility in the application of regulations that govern employment practices;
  - (b) productivity and efficiency have a growing influence in educational policies and practices.

#### 9.—SALARY RATES

(1) The minimum annual rate of salary payable to teachers engaged in the classifications prescribed in Clause 11.—Salaries of the award shall apply from the first full pay period in January 2000 as follows—

(a)

Salary Step	\$
1	29,275
2	31,053
3	32,831
4	34,885
5	36,799
6	38,440
7	40,083
8	42,134
9	44,393
10	46,239
11	47,880
12	49,931
13	51,986

(b) Promotional Allowances Heads of Departments

Level	
1	7,787
2	5,451
3	3,893
4	2,336

(c) Senior Teacher

Level	
1	1,664
2	3,587

#### 10.—AGREED EFFICIENCY IMPROVEMENTS

(1) Notice of Termination

Except in the case of relief or temporary teachers, the termination of the service of a teacher shall require a minimum of a term's notice by either party to take effect from the close of school business at the end of school term. Failure to give the required notice shall make that party liable to forfeiture or payment to the other party of an amount equivalent to the relevant term's pay or an amount equivalent to that period of notice not given or served.

The requirements of this sub clause may be waived in part or whole by mutual agreement between the teacher and the employer.

(2) Newly Appointed Teachers

(a) First Teaching Appointment

A teacher appointed to his/her first teaching position shall be regarded as being on probation for 12 months. If at the end of the first 12 months, a probationary teacher is deemed by the School not to have developed adequate teaching skills, he/she may have his/her appointment on probation extended for a further 12 months and be subject to ongoing appraisal as per paragraph 2(b) of Appendix 1—Induction of the award. It is recognised that the School has an important role in developing the skills of the Probationary Teacher during the 12 to 24 months probationary period referred to above.

The School reserves the right not to appoint a probationary teacher to permanent staff if the teacher has not developed adequate teaching skills.

(b) Newly Appointed Experienced Teachers

A newly appointed experienced teacher to the staff of the School shall be regarded as being on probation for the first 12 months. During this period an appraisal of the teacher will take place and appointment to the permanent staff will be conditional on a successful appraisal.

(3) Part-time Teaching Contracts

(a) Part-time teachers shall have the expectation of continuity of service.

(b) The School may vary the teaching load of part-time teachers. Any variation would be after consultation between the School and the teacher/s. The part-time teacher shall be given at least six weeks written notice of any variation, unless otherwise agreed by the School and the teacher. The periods taught will be considered as a fraction of normal teaching load for the purpose of calculating salary. If a part-time teacher is called upon to be a Home Teacher, any additional time shall be paid employment.

(c) In determining the teaching load of a part-time employee, the School acknowledges that such teachers may wish to seek additional employment and agrees to negotiate hours of duty which, as far as practicable, suit the circumstances of the employee and the School.

(d) (i) The employment of part-time staff shall reflect the employment of full-time staff, including entitlements and the requirement to undertake supervisory duties. Supervisory duties should take place in the break period immediately preceding, or after, a teaching commitment.

(ii) As members of the staff team part-time teachers will contribute pro-rata to the co-curricular and pastoral work of the teaching team. In planning the involvement of part-time teachers in co-curricular and pastoral programmes the School will take into account the fact that part-time teachers may have other work commitments. While part-time staff agree to give pro-rata support to the School's co-curricular programme, it is agreed that part-time staff are to be consulted on the activities in which they participate and on the time of those activities.

(iii) In general part-time staff are expected to attend General Staff Meetings and Professional Development Days. A part-time teacher, who believes he/she has good reason/s for non-attendance, should discuss the matter with either the Head of Primary (Primary Staff) or a Deputy Headmaster of the Secondary School (Secondary Staff).

(4) Payment for Relief Teachers

Notwithstanding the provisions of subclause (5) of Clause 11.—Salaries of the award, a relief teacher, employed for five days or less, may be engaged by the day or part of a day and

paid a daily rate or a pro-rata rate on the basis of the periods worked in relation to the number of periods in the particular school day.

(5) Long Service Leave

(a) Notwithstanding the provisions of subclause (1) of Clause 10.—Long Service Leave of the award, a teacher who has completed eight (8) years' continuous service within the School, shall be entitled to take ten (10) weeks long service leave on full pay, corresponding with a school term.

(b) Pro-rata benefit for long service leave will be payable after 6 years of continuous service in the circumstances set out in subclause 5(j) hereunder.

(c) The process required for the taking of long service leave shall be as follows—

- (i) the Headmaster shall advise the teacher of his/her entitlement to take long service leave at least 15 months preceding the entitlement becoming due;
- (ii) the teacher shall advise the Headmaster no later than 12 months preceding the entitlement becoming due of his/her intention or otherwise to take leave;
- (iii) where an agreement has been reached for the taking of long service leave and circumstances arise that necessitate an adjustment of such leave, then any request for the adjustment shall not be unreasonably withheld.

(d) Long Service Leave for part-time teachers will be paid at the weighted average of the part-time rate over the years of accrual.

(e) The teacher continues to accrue long service leave entitlement for any period during which the teacher is absent on full pay from his/her duties; long service leave does not accrue for any period exceeding two weeks during which the teacher is absent on unpaid leave.

(f) Vacation leave observed by the School shall count for the purposes of calculating a teacher's entitlement to long service leave.

(g) Any public holiday which occurs during the period a teacher is on long service leave shall be treated as part of the long service leave and extra days in lieu thereof shall not be granted.

(h) Where a teacher has become entitled to a period of long service leave in accordance with this clause, the teacher shall commence such leave as soon as possible after the accrual date in a manner mutually agreed between the Headmaster and the teacher by one of the following options—

- (i) as 2 terms, with approved leave without pay for that portion which exceeds the long service leave period;
- (ii) as a term or part thereof with any excess entitlement being paid for in addition to the ordinary payment for such leave.

(i) Payment for long service leave shall be made by one of the following options —

- (i) in full before the teacher goes on leave;
- (ii) by agreement between the teacher and the Headmaster;
- (iii) at the same time as the teacher's salary would have been paid if the teacher had remained at work—in which case the payment shall be made by arrangement between the teacher and the Headmaster.

(j) Where a teacher has completed at least 6 years service and employment is terminated—

- (i) by the teacher's death; or
- (ii) in any circumstances, other than serious misconduct; the amount of leave or payment to the personal representative in the case of death shall be such as has accrued under the provisions of subclause (1) of this clause.

(k) In the case to which subclause (j) of this clause applies, and in any case in which the employment of the teacher who has become entitled to leave hereunder is terminated before such leave is taken or fully taken, the employer shall, upon termination of employment otherwise than by death, pay to the teacher and upon termination of employment by death, pay to the personal representative, a sum equivalent to the amount which would have been payable in respect of the

period of leave to which he/she is entitled or deemed to have been entitled and which would have been taken but for such termination. Such payment shall be deemed to have satisfied the obligation of the employer.

(6) Promotion Positions

While maintaining in general the promotion structure described in the award, the School shall have the discretion to adapt this structure to meet its educational needs. The normal processes of appointment to promotion positions will be followed.

(7) Professional Responsibilities

(a) Teaching at Bunbury Cathedral Grammar School involves a wide range of duties which can be broadly grouped into three categories: academic, pastoral and co-curricular. All teaching staff are paid a salary to perform a job which involves activities in all three categories; on a pro-rata basis for part-time staff.

(b) Much of the life and culture of the School is derived from School activities involving teachers and students, and conducted outside regular classroom contact time. Such activities are referred to as co-curricular activities when they do not directly relate to the teacher's duties within the curriculum of the School or administrative/supervisory duties related to their employment as a teacher.

(c) Teaching staff agree that they will maintain their co-curricular commitments as previously allocated for 2000.

(d) Teaching staff acknowledge that the School is working towards a model for co-curricular activities where each staff member would be expected to be involved with co-curricular activities throughout the teaching year, in order to meet the needs of the School, as ultimately judged by the Headmaster, after consultation with the staff. This model is yet to be accepted by the staff.

(e) Teaching staff agree to form a joint Staff-Executive working party to develop guidelines necessary for the equitable implementation of the model for co-curricular activities referred to in (d). If these guidelines are agreed to they would be part of any Enterprise Bargaining Agreement following this one. The working party will be formed as soon as possible in Term 2, 2000, meet regularly throughout Terms 2 and 3, 2000 and be disbanded at the end of Term 3, 2000, unless Board and Staff representatives mutually agree to continue the working party beyond that deadline.

Terms of Reference for the Working Party were mutually agreed by employer and employee representatives and made available to staff at the time of accepting this agreement.

(8) Professional Development

Professional development activities shall be undertaken partly in School time and partly in a teacher's own time.

There will continue to be consultation with teachers in the planning of professional development.

(9) Flexible Timetabling

The parties are committed to the development of alternative models of timetabling which allow for greater flexibility in the use of time and in the organization of student groupings.

(10) Camps

(a) Staff agree that camps are important to a student's education and support the School's Camps Policy.

(b) Staff are to be consulted on Camps which they are asked to attend/supervise.

(c) Part Time Staff who attend a camp are to be paid a full-time wage for the duration of that camp.

(11) Carer's Leave

(a) A teacher may use up to five days per year from their accrued sick leave to care for a family member in need of care provided that the teacher —

- (i) contacts the Headmaster concerning the need for Carer's Leave and the estimated period of absence at the first opportunity;
- and
- (ii) except for the first day's absence in the sequence of consecutive days and if requested by the School, provides a medical certificate setting out the particulars of the illness or injury or other adequate evidence of the need for leave.

(b) Such leave shall not be accumulated from year to year.

(c) Nothing contained in this clause shall prevent a teacher from making application for Special Leave as provided in Clause (8).—Leave, subclause (1) Special Leave of the Award.

#### (12) Parental Leave

(a) A teacher is entitled to take up to 52 consecutive weeks of unpaid leave in respect of the birth of a child to the teacher or the teacher's spouse provided that he or she

(b) has, before the expected date of birth, completed at least 12 months continuous service with the School and

(c) has given the Headmaster at least 10 weeks written notice of his or her intention to take the leave.

(d) Other conditions will apply as contained in the Western Australian Minimum Conditions of Employment Act (1993).

#### (13) Topics for Ongoing Discussion

(a) Standard Staff Workloads

(b) Reliefs

(c) Complaints by Parents or Students

### 11.—TEACHER APPRAISAL

(1) (a) Teacher appraisal is essential to ongoing teacher professional development, performance planning and review in the context of the individual, the department or School as a whole.

(b) The structure of the appraisal process will be determined by its purposes, that is whether it is formative or summative, and having regard to the provisions of the award.

(2) Each teacher will be appraised in the first, fourth, seventh, and every following fourth year of service or at such other times as special circumstances may indicate. Where applicable, appraisal will coincide with other relevant appraisals, such as those conducted for teachers applying for Senior Teacher classification.

(3) Participation in any appraisal process and any subsequent implementation procedure should not be an unreasonable addition to a teacher's existing workload.

### 12.—REDUNDANCY PROVISIONS

(1) It is acknowledged that redundancy is a termination of services because the position the staff member occupied is no longer available.

(2) In considering which employee is to be made redundant the School will—

(a) assess its needs;

(b) look at the job being performed and not the individual;

(c) look at any flexibility offered by the employees being considered;

(d) check with staff as to future plans (for example, long service leave, early retirement options or leave without pay) which may impact on the need for a redundancy;

(e) terminate positions at the end of the School year whenever possible;

(f) When there are a number of employees competing for a limited number of positions, decisions about which employees are to be retained will be made after a thorough review of the School's requirements in specific work areas and the experience, qualifications and service of the employees.

(3) The School will hold discussions with the employees and the employees' industrial union regarding the possible redundancies if so requested by the employee/s regarding the possible redundancies. The discussions will cover any reasons for the proposed redundancies of the employees concerned.

(4) To assist the redundant employee the School will—

(a) offer part-time or relief employment if this is possible;

(b) check with other schools to see whether there is a suitable vacancy;

(c) provide secretarial assistance with job applications;

(d) permit paid leave to attend job interviews;

(e) provide the employee with a reference and a statement to the effect that he/she is redundant if alternate employment is found either for or by the employee;

(f) provide the employee with a severance payment.

(5) Where the School proposes to make one or more teaching positions redundant the School shall make severance payments to the teachers made redundant in accordance with the following scale—

(a) If a Teacher is under 45 years of age

Period of Service	Weeks of Severance Pay
Less than 1 year	Nil
One year and less than two years	4 weeks
Two years and less than three years	6 weeks
Three years and less than four years	7 weeks
Four years and above	2 weeks per year of service to a maximum of 12 weeks

Less than 1 year

Nil

One year and less than two years

4 weeks

Two years and less than three years

6 weeks

Three years and less than four years

7 weeks

Four years and above

2 weeks per year of service to a maximum of 12 weeks

(b) If a Teacher is 45 years of age or older

Period of Service	Weeks of Severance Pay
Less than 1 year	Nil
One year and less than two years	4 weeks
Two years and less than three years	6 weeks
Three years and less than four years	7 weeks
Four years and above	2 weeks per year of service to a maximum of 14 weeks

Less than 1 year

Nil

One year and less than two years

4 weeks

Two years and less than three years

6 weeks

Three years and less than four years

7 weeks

Four years and above

2 weeks per year of service to a maximum of 14 weeks

### 13.—CONSULTATION

(1) There shall be established a Consultative Committee with equitable representation of employers and teachers. The Committee shall provide a forum in which to—

(a) discuss those matters listed below and, where possible, reach agreement, and

(b) discuss any other matters brought to the Committee, provided they relate directly to the conditions of employment of teachers.

(2) The parties agree to continue discussions on the following matters—

(a) Remuneration Packaging : The principle of allowing remuneration packaging for teaching staff has been agreed to. This would be implemented, as soon as possible, subject to agreement about the finer details, once the implications of the new laws in this area are clear.

(b) Heads of Learning Area and Heads of House workloads

(c) Study leave

(d) Additional efficiency improvements

(3) The Committee shall meet at least once each School term.

### 14.—NO FURTHER CLAIMS

It is a condition of this agreement that the parties will not seek any further claims with respect to salaries or conditions unless they are consistent with the State Wage Case Principles.

### 15.—NO REDUCTION

Nothing contained herein shall allow the School to reduce the salaries or conditions of a teacher which prevailed prior to entering this agreement, except where provided by this agreement.

### 16.—DISPUTE RESOLUTION PROCEDURE

A dispute is defined as any question, dispute or difficulty arising out of this agreement.

The following procedure shall apply to the resolution of any dispute—

- (1) The parties to the dispute shall make reasonable attempts to resolve the matter by mutual discussion and determination.
- (2) If the parties are unable to resolve the dispute, the matter, at the request of either party, shall be referred to a meeting between the parties to the agreement together with any additional representative as may be agreed by the parties.
- (3) If the matter is not then resolved it shall be referred to the Western Australian Industrial Relations Commission.

17.—NO PRECEDENT

It is a condition of this agreement that the parties will not seek to use the terms contained herein as a precedent for other enterprise agreements, whether they involve the School or not.

18.—SIGNATORIES

.....  
 (Signature)  
 .....  
 (Name of signatory in block letters)  
 Bunbury Cathedral Grammar School

.....  
 (Signature)  
 .....  
 (Name of signatory in block letters)  
 Bunbury Cathedral Grammar School

.....  
 (Signature)  
 .....  
 (Name of signatory in block letters)  
 Bunbury Cathedral Grammar School

.....  
 (Signature)  
 .....  
 (Name of signatory in block letters)  
 Independent Schools Salaried  
 Officers' Association of Western  
 Australia, Industrial Union of Workers

**BUNBURY CATHEDRAL GRAMMAR SCHOOL  
 (NON-TEACHING STAFF ENTERPRISE  
 BARGAINING) AGREEMENT 2000.**

No. AG143/2000.

2000 WAIRC 00287

WESTERN AUSTRALIAN  
INDUSTRIAL RELATIONS COMMISSION.

**PARTIES** THE INDEPENDENT SCHOOLS  
SALARIED OFFICERS'  
ASSOCIATION OF WESTERN  
AUSTRALIA, INDUSTRIAL UNION  
OF WORKERS & OTHERS V (NOT  
APPLICABLE)

**CORAM** COMMISSIONER S J KENNER  
**DELIVERED** FRIDAY, 11 AUGUST 2000  
**FILE NO/S** AG 143/2000

**Representation**  
**Applicant** Mr N Briggs  
**Respondent**

Order.

HAVING heard Mr N Briggs on behalf of the applicant and there being no appearance on behalf of the respondent and by

consent the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

- (1) THAT the Bunbury Cathedral Grammar School (Non-Teaching Staff Enterprise Bargaining) Agreement 2000 as filed in the Commission on 26 May 2000 in the terms of the following schedule be and is hereby registered as an industrial agreement.
- (2) THAT the Bunbury Cathedral Grammar School (Non-Teaching Staff Enterprise Bargaining) Agreement 1998 No. AG 116 of 1998 be and is hereby cancelled.

(Sgd.) S.J. KENNER,  
Commissioner.

[L.S.]

Schedule.

1.—TITLE

This agreement shall be known as the Bunbury Cathedral Grammar School (Non-Teaching Staff Enterprise Bargaining) Agreement 2000.

2.—ARRANGEMENT

- 1. Title
- 2. Arrangement
- 3. Parties to the Agreement
- 4. Scope of Agreement
- 5. Date and Duration of Agreement
- 6. Relationship to Parent Awards
- 7. Single Bargaining Unit
- 8. Objectives
- 9. Salary Rates
- 10. Classifications
- 11. No Reduction
- 12. Leave
- 13. Efficiency Improvements
- 14. Superannuation
- 15. Education of Children of Members of Staff
- 16. Redundancy Provisions
- 17. Dispute Resolution Procedure
- 18. Consultation
- 19. No Further Claims
- 20. No Precedent
- 21. Signatories

3.—PARTIES TO THE AGREEMENT

This agreement is made between Bunbury Cathedral Grammar School and the Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers; and the Australian, Liquor, Hospitality and Miscellaneous Workers' Union, Western Australian Branch.

4.—SCOPE OF AGREEMENT

- (1) This agreement shall apply to staff members who are employed within the scope of the awards listed in Clause 6.
- (2) The estimated number of staff employed within the scope of the awards is 45 in total.

5.—DATE AND DURATION OF AGREEMENT

This agreement shall come into effect on the 1 January, 2000 and shall apply until 31 December, 2001. The parties have agreed to meet no later than six (6) months prior to the expiry of this agreement.

6.—RELATIONSHIP TO PARENT AWARDS

- (1) This agreement shall be read and interpreted in conjunction with the following awards—  
 Independent Schools' Administrative and Technical Officers' Award 1993  
 Teachers' Aides' (Independent Schools) Award 1988  
 School Employees' (Independent Day and Boarding Schools) Award 1980  
 Independent Schools' (Boarding House) Supervisory Staff Award

(2) Where there is any inconsistency between the agreement and the relevant award, this agreement will prevail to the extent of the inconsistency.

## 7.—SINGLE BARGAINING UNIT

(1) The parties to this agreement have formed a single bargaining unit.

(2) The single bargaining unit has conducted negotiations with the School and reached full agreement with the School represented by this agreement.

## 8.—OBJECTIVES

(1) The School's foremost aim is to provide a broad, balanced, relevant, holistic and high quality education for students and prepare them for adulthood. Each and every employee, to varying degrees, has an input into the broader education process and through this agreement, should strive to achieve the following objectives—

- (a) Re-affirm a mutual responsibility to maintain a working environment that will ensure that the School and its staff continue to be genuine participants and contributors to the School aims, objectives and philosophy.
- (b) Safeguard and improve the quality and productivity of services at the School through the ongoing review of work practices and procedures and upgrading of professional skills and knowledge. The School and the staff acknowledge that this upgrading of skills and experience can best occur when both the School and staff share responsibility for professional development.
- (c) Consolidate and develop further, the initiatives arising from the Award Restructuring process.
- (d) Provide some consistency regarding general conditions of employment that exist for the different categories of non-teaching staff employed with the School.

## 9.—SALARY RATES

(1)

LEVEL	STEP	1/7/99	1/1/00	1/1/01
		+ 3%	+ 2%	+ 3%
Level 1	1	22,825	23,282	23,980
	2	23,361	23,828	24,543
	3	23,897	24,375	25,106
	4	24,433	24,922	25,669
	5	24,969	25,468	26,232
	6	25,504	26,014	26,795
Level 2	1	26,040	26,561	27,358
	2	26,576	27,108	27,921
	3	27,112	27,654	28,484
	4	27,648	28,201	29,047
	5	28,183	28,747	29,609
	6	28,719	29,293	30,172
Level 3	1	29,255	29,840	30,735
	2	29,791	30,387	31,298
	3	30,327	30,934	31,862
	4	30,862	31,479	32,424
	5	31,398	32,026	32,987
	6	31,934	32,573	33,550
Level 4	1	32,470	33,119	34,113
	2	33,006	33,666	34,676
	3	33,541	34,212	35,238
	4	34,077	34,759	35,801
	5	34,613	35,305	36,364
	6	35,149	35,852	36,928
Level 5	1	35,685	36,399	37,491
	2	36,220	36,944	38,053
	3	36,756	37,491	38,616
	4	37,292	38,038	39,179
	5	37,828	38,585	39,742
	6	38,364	39,131	40,305

(2) In the event of any safety net adjustments being applied in the future to any of the relevant awards, such shall be absorbed into the salary rates prescribed in this agreement.

(3) An employee appointed to a salary rate shall proceed by annual increments to the maximum of that classification level. Such annual increments shall be on the basis of full time employment.

(4) (a) If during progression through the salary steps, and at least two months prior to the employee's next annual increment, the employer considers such increment to be inappropriate, due to work performance, and as such does not recommend or authorise further progression to the next step, then the employer shall state reasons in writing to the employee concerned.

(b) Such reasons should indicate the areas where the employer considers improvement is required. If the improvement is subsequently achieved, then the employee shall progress to the appropriate salary step from the time of improvement.

(c) If the employer does not recommend or authorise progression at the end of this procedure, then the employee may choose to appeal this decision in accordance with the provisions of Clause 17. — Dispute Resolution Procedure of this agreement.

(5) (a) An employee may only progress from one level to another in accordance with the provisions prescribed in Clause 10. — Classifications of this agreement.

(b) Should an employee's responsibilities increase to the extent where they consider their salary level to be no longer appropriate to their position, the employee and/or his/her representative, may at any time apply in writing to have his/her classification reviewed.

(c) The employer shall determine whether such reclassification is warranted within twenty eight days from the date of the written application. If the reclassification is agreed, the date from which the new rate will apply will be determined by mutual agreement. If the employer does not recommend reclassification, then the employee has the right to appeal in accordance with the provisions of Clause 17.—Dispute Resolution Procedure of this agreement.

## 10.—CLASSIFICATIONS

Each staff member shall be placed in one of the following levels dependent on the skills, qualifications and experience demanded by the position.

**Level 1**

The employee at this level requires no prior experience or formal qualification in the performance of their job and works under direct or general supervision.

**Level 2**

The employee at this level performs tasks under general supervision, is competent in the performance of tasks associated with Level 1 positions. The employee will, if the position requires, have acquired trade or other relevant qualifications and/or demonstrated experience. Some employees at this level will supervise other employees under direction.

**Level 3**

The employee at this level is competent and skilled and performs duties under general direction, but with some degree of autonomy. The employee will have acquired a recognised trade or other relevant qualification and/or demonstrated experience. Some employees at this level could be responsible for the supervision of others.

**Level 4**

The employee at this level is competent and skilled with the knowledge and demonstrated ability to undertake complex tasks with a reasonable degree of autonomy. They may also be involved in the supervision of others and will have relevant TAFE/Tertiary or equivalent qualifications and/or demonstrated experience.

**Level 5**

The employee at this level, through formal qualifications or job responsibility, is not only fully competent in the performance of the position but also has a high degree of autonomy, initiative and discretion in the work programme and is responsible for the supervision of other employees.

## 11.—NO REDUCTION

(1) Nothing herein contained shall entitle the School to reduce the salary of any staff member who at the date of this agreement was being paid a higher rate than the minimum prescribed for the staff member's classification at the time.

(2) Salaries however may be capped at their current rate in cases where remuneration is considered to be in excess of the

definitions prescribed in Clause 10. – Classifications of this agreement.

### 12.—LEAVE

#### (1) Long Service Leave

- (a) Any employee who has completed eight (8) continuous years of service with the School shall be entitled to ten (10) weeks Long Service Leave on full pay. Pro-rata entitlement on termination will be paid after six (6) years continuous service.
- (b) For each subsequent eight years of service the employee shall be entitled to an additional ten (10) weeks paid Long Service Leave. A member who leaves the employ of the School after completing the initial eight (8) continuous years of service shall be entitled to pro rata Long Service Leave for all service after the initial eight (8) years.
- (c) Part-time employees will be paid Long Service Leave on a pro-rata basis in accordance with hours worked and averaged out over the 8 year period.
- (d) Entitlement from 1/7/98 will be calculated as follows

No. of Years Service from 1/7/98 x  $\frac{10 \text{ weeks (1.25wks)}}{8 \text{ years}}$

and will be added to pre-existing entitlements. (10 years or 15 years according to Awards).

- (e) Where a staff member has become entitled to a period of Long Service Leave in accordance with this sub-clause, the staff member shall commence such Leave as soon as possible after the accrual date, in a manner mutually agreed between the employer and the staff member.
- (f) Long Service Leave will generally be taken in its entirety, however in special circumstances, which result in no additional cost to the School, Leave may be taken in smaller portions at mutually agreed times.

#### (2) Parental Leave

The School will grant Parental Leave in accordance with current minimum conditions as contained in the Western Australian Minimum Conditions of Employment Act (1993).

#### (3) Special Family Leave

The School agrees to the employee using Five (5) of their sick leave days each calendar year to care for sick members of their immediate family. If more than one day is taken in succession the employee will be required to produce a medical certificate confirming the illness of the person concerned. Leave unused for this purpose will only accrue as normal sick leave.

### 13.—EFFICIENCY IMPROVEMENTS

#### (1) Flexibility of Hours

- (a) The parties recognise that there is a wide range of duties and responsibilities associated in the operation of a Day and Boarding School. By necessity these duties and responsibilities are undertaken at a range of times during each twenty-four hour span.
- (b) The increases within this agreement are, in part, recognition of the requirement for employees to work overtime and as such ordinary rates will be paid until an employee works in excess of 90 hours per fortnight after which the relevant award penalty rates will apply.
- (c) All overtime must be authorized in writing prior to it being undertaken. The employee may choose to take the overtime as payment for hours worked or as time in lieu. The time in lieu taken in accordance with this sub-clause shall be at such time as agreed between the employer and employee. Such leave must be taken within 4 weeks of it accruing or payment shall be made at the end of that time.
- (d) The parties recognise that there is no intention on the part of the employer to seek to have employees work more than their prescribed normal hours on a regular basis.
- (e) The parties agree to discuss strategies providing for greater flexibility in working hours to meet the needs of the School programme.

- (f) Each employee to be entitled to a paid 15 minute tea break after the second hour of work and an unpaid thirty minute meal break every 4 hours of work.

#### (2) Workplace Culture

- (a) Employees covered by this agreement agree to work collectively in an effort to achieve the objectives of the School as prescribed in Clause 8.—Objectives.
- (b) Employees will have commitment to and responsibility for the work that they undertake. This will include the ongoing improvement of work practices and the continuous search to provide a better quality of service within their team.
- (c) Employees will strive to work together with others from all areas of the School, whether it be in a team or as an individual, to improve the delivery of service. Individuals and teams will take responsibility for finding solutions and be solutions based rather than problems based.
- (d) Management and staff will work together in order to establish, improve and maintain, strong lines of communication in order that awareness and understanding between them can be achieved.

#### (3) Part-time Employees

- (a) Part-time employees shall have the expectation of continuity of service.
- (b)
  - (i) The School may vary the regular hours of employment of part-time employees provided that at least eight (8) weeks written notice is given of any variation, unless otherwise agreed by the School and the employee.
  - (ii) Both parties agree that where variations to hours of part-time employees are required, there will be a negotiation of the hours of duty and any retraining required before acceptance of work in other areas of the School.
- (c) In determining the hours of a part-time employee, the School acknowledges that such employees may wish to seek additional employment and agrees to negotiate hours of duty which, as far as practicable, suit the circumstances of the School and the employee.
- (d) The minimum number of hours that a part-time worker shall be paid for shall be two (2) hours per day.

#### (4) Occupational Safety and Health

- (a) The Board of Governors, senior management and staff believe that the safety and health of every one who works and studies at Bunbury Cathedral Grammar School is important and hence are committed to the successful management of occupational safety and health throughout the School and its associated activities.
- (b) The Headmaster is ultimately responsible for occupational safety and health within the School. Responsibility for the execution of the policy in areas under their control is delegated by the Headmaster to senior management, managers and supervisors.
- (c) Every employee of Bunbury Cathedral Grammar School is expected to contribute to the achievement of a safe workplace in an atmosphere of meaningful consultation and genuine co-responsibility. To this end all employees of the School will report any hazards and actively consult with members of occupational safety and health committees in the School workplaces about the occupational safety and health of the School community.

#### (5) Appraisal

Appraisal of individual Staff Members will take place every two years commencing in the year 2000, following the format mutually agreed by employer and employee representatives and made available to staff at the time of accepting this agreement.

#### (6) Professional Development

- (a) Professional development activities will be undertaken partly in School time and partly in the staff

members' own time, where feasible, in equal proportions.

- (b) There will continue to be consultation with staff members in the planning of professional development.
- (7) Notice of Termination
- (a) Except in the case of dismissal for misconduct an employee's service shall not be terminated unless the staff member has received four week's previous notice or payment for such period in lieu thereof.
- (b) Except by agreement with the employer no employee shall resign without first giving four week's notice and in the absence of such notice the employer may withhold holiday or other pay up to the amount of four week's wages.
- (c) This clause shall not apply to casual employees.

#### 14.—SUPERANNUATION

(1) The employer shall pay into a superannuation fund nominated by the employee, contributions calculated by multiplying the Gross Salary of the Employee by the relevant percentage (%) required under the Commonwealth Superannuation Guarantee (Administration) Act 1992 from time to time.

(2) Paragraph (1) does not apply to an Employee earning less than \$450 per month.

(3) Contributions shall be paid monthly following the last fortnightly pay in each month.

(4) The employer shall notify the employee that the employee may nominate a superannuation fund into which the employer's contributions are to be paid.

(5) The employer shall notify the employee by providing the employee with a document containing the text of Form 1 of the Industrial Relations (Superannuation) Regulations 1997.

(6) The notification to the employee shall be given as soon as practicable after the commencement of employment or, where the employee is employed at the date of commencement of this agreement and has not previously been so notified, as soon as practicable after commencement of the agreement.

(7) Until such time as the employee nominates a superannuation fund, the employer shall pay the superannuation contributions into The Bunbury Cathedral Grammar School Superannuation Fund.

(8) The employer and the employee are bound by the employee's choice of superannuation fund and shall do all things necessary to give effect to the making of payments into the employee's choice of fund.

(9) An employee who has nominated a superannuation fund, may at any time, by agreement with the employer, change the superannuation fund into which the employer contributions are to be paid.

(10) The employer shall not unreasonably refuse to agree to a change in superannuation fund.

(11) In this clause "superannuation fund" means a fund or scheme which is a complying superannuation fund or a scheme within the meaning of the Commonwealth Government's Superannuation Guarantee (Administration) Act 1992 and which, under its governing rules, contributions may be made in respect of the employer's employees.

#### 15.—EDUCATION OF CHILDREN OF MEMBERS OF STAFF

Until the Board decides otherwise, which it may do if it sees fit, a rebate for the children of Bunbury Cathedral Grammar School staff equal to the fees concession offered to members of the teaching staff will be given, but it is a condition of this concession that members of staff apply for entry for their children promptly after they are born, or promptly after the member of staff's appointment.

#### 16.—REDUNDANCY PROVISIONS

(1) It is acknowledged that redundancy is a termination of services because the position the staff member occupied is no longer available.

(2) In considering which employee is to be made redundant the School will—

- (a) assess its needs;

(b) look at the job being performed and not the individual;

(c) look at any flexibility offered by the employees being considered;

(d) check with staff as to future plan (for example, long service leave, early retirement options or leave without pay) which may impact on the need for a redundancy;

(e) terminate positions at the end of the School year whenever possible;

(f) a minimum of 8 weeks notice will be given to an employee/s if redundancy is proposed for their position/s;

(g) when there are a number of employees competing for a limited number of positions, decisions about which employees are to be retained will be made after a thorough review of the School's requirements in specific work areas and the experience, qualifications and service of the employees.

(3) The School will hold discussions with the employees and the employees' industrial union if so requested by the employee/s regarding the possible redundancies. The discussions will cover any reasons for the proposed redundancies of the employees concerned.

(4) To assist the redundant employee the School will—

(a) offer part-time or relief employment if this is possible;

(b) check with other schools to see whether there is a suitable vacancy;

(c) provide secretarial assistance with job applications;

(d) permit paid leave to attend job interviews;

(e) provide the employee with a reference and a statement to the effect that he/she is redundant if alternate employment is found either for or by the employee;

(f) provide the employee with a redundancy payment.

(5) The following severance pay scale will apply—

Where the School proposed to make one or more positions redundant the School shall make severance payment to the employees made redundant in accordance with the following scale—

(a) If an employee is under 45 years of age—	
Period of Service	Weeks of severance pay
Less than 1 year	Nil
One year and less than two years	4 weeks
Two years and less than three years	6 weeks
Three years and less than four years	7 weeks
Fours year and above	2 weeks per year of service to a maximum of 12 weeks

(b) If an employee is 45 years of age or older—

Period of Service	Weeks of severance pay
Less than 1 year	Nil
One year and less than two years	4 weeks
Two years and less than three years	6 weeks
Three years and less than four years	7 weeks
Fours year and above	2 weeks per year of service to a maximum of 14 weeks

#### 17.—DISPUTE RESOLUTION PROCEDURE

A dispute is defined as any question, dispute or difficulty arising out of this agreement.

The following procedure shall apply to the resolution of any dispute.

(1) The parties to the dispute shall attempt to resolve the matter by mutual discussion and determination.

(2) If the parties are unable to resolve the dispute, the matter, at the request of either party, shall be referred to a meeting between the parties to the agreement together with any additional representative as may be agreed by the parties. Employees, if they so wish, are able to access Union representation.

(3) If the matter is not then resolved it shall be referred to the Western Australian Industrial Relations Commission.

18.—CONSULTATION

(1) A Consultation Committee, six (6) in number, shall be established with 2 members representing the School and 4 members representing the employees covered by this agreement.

(2) The employee representatives shall be elected by a ballot of employees.

(3) The Committee shall provide a forum in which to discuss matters that relate directly to the conditions of employment of non-teaching staff. Meetings will be held at least once during each school term for the purpose of planning and monitoring the implementation of the agreement.

19.—NO FURTHER CLAIMS

It is a condition of this agreement that the parties involved will not seek any further claims, with respect to salaries or conditions, unless they are consistent with the State Wage Case Principals.

20.—NO PRECEDENT

It is a condition of this agreement that the parties will not seek to use the terms contained herein as a precedent for other enterprise agreements, whether they involve the school or not.

21.—SIGNATORIES

.....	.....
(Signature)	(Signature)
IRENE COMPTON BOURNE	T. I. HOWE
(Name of signatory in block letters)	(Name of signatory in block letters)
Bunbury Cathedral Grammar School	Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers
.....	.....
(Signature)	(Signature)
BRIAN CHARLES NEWING	HELEN CREED
(Name of signatory in block letters)	(Name of signatory in block letters)
Bunbury Cathedral Grammar School	The Australian Liquor, Hospitality and Miscellaneous Workers Union, Western Australian Branch
.....	.....
(Signature)	
BARRY MICHAEL CARROLL	
(Name of signatory in block letters)	
Bunbury Cathedral Grammar School	

**COASTAL CONTRACTORS/BLPPU AND THE CMETU COLLECTIVE AGREEMENT 2000.**

**No. AG 197 of 2000.**

**2000 WAIRC 00440**

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

**PARTIES** THE WESTERN AUSTRALIAN BUILDERS' LABOURERS, PAINTERS & PLASTERERS UNION OF WORKERS, CONSTRUCTION, MINING, ENERGY, TIMBERYARDS, SAWMILLS AND WOODWORKERS UNION OF AUSTRALIA—WESTERN AUSTRALIAN BRANCH V COASTAL CONTRACTORS PTY LTD

**CORAM** COMMISSIONER J F GREGOR

**DELIVERED** MONDAY, 28 AUGUST 2000

**FILE NO/S** APPLICATION AG 197 OF 2000

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**Result** Agreement registered.

**Representation**

**Applicant/ Appellant** Mr P Joyce on behalf of the applicant.

**Respondent** No appearance

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*Order.*

HAVING heard Mr P Joyce, on behalf of the (Applicant) and there being no appearance on behalf of the (Respondent), and by consent, the Commission pursuant to the powers conferred on it under the *Industrial Relations Act, 1979*, hereby orders—

THAT the agreement No. AG 197 of 2000, lodged in the Commission on 10 August 2000 entitled Coastal Contractors/BLPPU and the CMETU Collective Agreement, be registered as an Industrial Agreement and replaces No. AG 341 of 1997.

[L.S.] (Sgd.) J. F. GREGOR, Commissioner.

1.—TITLE

This agreement shall be known as the *Coastal Contractors/BLPPU and the CMETU Collective Agreement 2000.*

2.—ARRANGEMENT

	CLAUSE NO.
Title	1
Arrangement	2
Parties and Persons Bound	3
Application	4
Relationship to Parent Award	5
Period of Operation	6
Classification Structures & Rates of Pay	7
Industry Standards	8
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Negotiation of a Subsequent Agreement	10
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Training and Related Matters	19
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Income Protection	22
Accident Pay	23
Union Membership	24
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Signatories to the Agreement	26
Appendix A—Drug & Alcohol, Safety and Rehabilitation	
Appendix B—Site Allowance	

## 3.—PARTIES AND PERSONS BOUND

This agreement shall be binding on *Coastal Contractors Pty Ltd* (hereinafter referred to as “the company”), the Western Australian Builders’ Labourers, Painters and Plasterers Union of Workers and the Construction Mining Energy Timberyards Sawmills and Woodworkers Union of Australia—WA Branch (hereinafter referred to as “the unions”) and all employees of the company eligible to be members of the unions.

## 4.—APPLICATION

This agreement shall apply to all employees of the company engaged on work with a minimum contract value of \$200,000, or where the Principal Contractor has a current Industrial Agreement with the BLPPU or CMETU.

This agreement shall apply in Western Australia only. There are approximately 10 employees covered by this agreement.

## 5.—RELATIONSHIP TO PARENT AWARD

1. This agreement is supplementary to, and shall be read and interpreted wholly in conjunction with, the Building Trades (Construction) Award 1987, Award No. R14 of 1978 (hereinafter referred to as “the award”).

2. In the event of any inconsistency between the award and an express provision of this agreement, the terms of this agreement shall prevail to the extent of such inconsistency, unless the express provision of the agreement provides otherwise.

## 6.—PERIOD OF OPERATION

This agreement shall come into force from the first pay period commencing on or after November 1<sup>st</sup> 1999 and shall remain in force until the 1<sup>st</sup> of November, 2002.

## 7.—CLASSIFICATION STRUCTURE &amp; RATES OF PAY

1. All employees working under this agreement shall be paid according to the wage rates set out below.

2. Wage Rates (per hour at ordinary time)

	Previous EBA Rate Hourly Rate \$	1 <sup>st</sup> November 1999 Hourly Rate \$	1 <sup>st</sup> November 2000 Hourly Rate \$	1 <sup>st</sup> November 2001 Hourly Rate \$
Labourer Group 1	17.15	18.01	18.91	19.86
Labourer Group 2	16.56	17.39	18.26	19.17
Labourer Group 3	16.12	16.93	17.78	18.67
Plaster, Fixer	17.82	18.71	19.65	20.63
Painter, Glazier	17.42	18.29	19.20	20.16
Signwriter	17.80	18.69	19.62	20.63
Carpenter/Roofer	17.93	18.85	19.79	20.78
Bricklayer	17.75	18.63	19.61	20.59
Refractory				
Bricklayer	20.38	21.40	22.47	25.59
Stonemason	17.93	18.82	19.76	20.75
Rooftiler	17.62	18.50	19.43	20.40
Marker/Setter Out	18.46	19.38	20.35	21.37
Special Class T	18.69	19.62	20.61	21.64

## APPRENTICE RATES

	Previous EBA Rate Hourly Rate \$	1 <sup>st</sup> November 1999 Hourly Rate \$	1 <sup>st</sup> November 2000 Hourly Rate \$	1 <sup>st</sup> November 2001 Hourly Rate \$
Plasterer, Fixer				
Year 1	7.48	7.86	8.25	8.66
Year 2 (1/3)	9.81	10.29	10.81	11.35
Year 3 (2/3)	13.37	14.03	14.74	15.47
Year 4 (3/3)	15.69	16.46	17.29	18.15
Painter, Glazier				
Year 1 (.5/3/5)	7.32	7.68	8.06	8.47
Year 2 (1/3, 1.5/3.5)	9.58	10.06	10.56	11.09
Year 3 (2/3, 2.5/3.5)	13.06	13.72	14.40	15.12
Year 4 (3/3, 3.5/3.5)	15.33	16.10	16.90	17.74
Signwriter				
Year 1 (.5/3.5)	7.48	7.85	8.24	8.66
Year 2 (1/3, 1.5/3.5)	9.78	10.28	10.79	11.35
Year 3 (2/3, 2.5/3.5)	13.35	14.02	14.72	15.47
Year 4 (3/3, 3.5/3.5)	15.66	16.45	17.27	18.15
Carpenter/Roofer				
Year 1	7.54	7.92	8.31	8.73
Year 2 (1/3)	9.86	10.37	10.88	11.43
Year 3 (2/3)	13.45	14.14	14.84	15.59
Year 4 (3/3)	15.78	16.59	17.42	18.29

	Previous EBA Rate Hourly Rate \$	1 <sup>st</sup> November 1999 Hourly Rate \$	1 <sup>st</sup> November 2000 Hourly Rate \$	1 <sup>st</sup> November 2001 Hourly Rate \$
Bricklayer				
Year 1	7.46	7.82	8.24	8.65
Year 2 (1/3)	9.76	10.25	10.79	11.32
Year 3 (2/3)	13.31	13.97	14.71	15.44
Year 4 (3/3)	15.62	16.39	17.26	18.12
Stonemason				
Year 1	7.54	7.92	8.31	8.73
Year 2 (1/3)	9.86	10.37	10.88	11.43
Year 3 (2/3)	13.45	14.14	14.84	15.59
Year 4 (3/3)	15.78	16.59	17.42	18.29
Rooftiler				
6 months	10.04	10.54	11.07	11.62
2nd 6 months	11.04	11.59	12.17	12.78
Year 2	12.90	13.55	14.23	14.94
Year 3	15.14	15.90	16.70	17.54

3. All expense related allowances not specifically mentioned in this agreement will be paid as per the award as varied from time to time.

4. Site allowances relating to particular sites shall be paid in accordance with Appendix B of this Agreement.

5. An additional payment will be made to compensate for the impact of the Goods and Services Tax on the Consumer Price Index. In the circumstance that the CPI limit below is exceeded the appropriate additional payment will be made to the wage rates. The CPI figure for the applicable dates will be the official figure released by the ABS for the preceding year.

Date	CPI Limit	Additional Payment
June 2001	5%	1% (paid 1/9/2001)
June 2001	6%	2% (paid 1/9/2001)
June 2002	5%	1% (paid 1/9/2002)
June 2002	6%	2% (paid 1/9/2002)

## 8.—INDUSTRY STANDARDS

## Redundancy

In addition to the current payment, the company shall increase the contributions on behalf of each employee into the Western Australian Construction Industry Redundancy Fund to the following sums on a weekly basis—

Rate on signing	\$50
Rate as of 1/05/2001	\$60

## Superannuation

(i) The Company will make a payment of \$60 per week per employee or the percentage rate that is prescribed under the Superannuation Guarantee Charge, whichever is the greater.

The Company will advise all employees subject to the Agreement of their right to have payments made to a complying superannuation fund of their choice. The Company is bound by the employee’s election. The aforementioned payment will then be made to that fund.

Until each employee nominates the fund of their choice the Company will make payments into the Construction + Building Unions Superannuation Scheme (the “C+BUSS”).

In the event that any employee chooses a fund other than the C+BUSS the Company will, within seven days of the employee advising the Company of the fund of their choice, advise the Union in writing of the employee’s decision.

In the event that the employee and the Company reach an agreement pursuant to section 49C(2)(d) of the Act to change the complying superannuation fund or scheme the Company will, within seven days of the employee and the Company reaching such an agreement, advise the Union in writing of the agreement. The employer shall not unreasonably refuse to agree to a change of complying superannuation fund or scheme requested by the employee.

(ii) “Ordinary Time Earnings” (which for the purposes of the Superannuation Guarantee (Administration) Act 1992 will operate to provide a notional earnings base) shall mean the actual ordinary rate of pay the employee receives for ordinary hours of work including tool allowance, industry allowance, trade allowances, shift loading, special

rates, qualification allowances (eg. first aid, laser safety officer), multi-storey allowance, site allowance, asbestos eradication allowance, leading hand allowances, in charge of plant allowance and supervisory allowances where applicable. The term includes any regular over-award pay as well as casual rates received and any additional rates and allowances paid for work undertaken during ordinary hours of work, including fares and travel.

#### 9.—SICK LEAVE

For sick leave accrued after the date of signing this agreement the following will apply—

- (a) The Company's employees shall have the option of converting 100% of accrued sick leave entitlement to a cash payment on termination
- (b) If an employee who has been terminated by the Company without exercising the above option is re-engaged within a period of six months, the unpaid balance of sick leave shall continue from the date of re-engagement.
- (c) Where the Company has signed a previous Agreement with the Union that also allowed for the conversion to cash payment on termination for accrued sick leave, that accrued sick leave will be treated as if it accrued under this agreement.
- (d) Sick leave shall accrue, for the purposes of this clause, at the rate of one day at the beginning of each of the first ten calendar months of each year.
- (e) Employees shall have the option of converting to a cash payment all sick leave entitlements over 5 days. Payment shall be made on the last pay period prior to the Christmas closedown.

#### 10.—NEGOTIATION OF A SUBSEQUENT AGREEMENT

The parties agree to commence negotiations for a new collective agreement to succeed this agreement at least 3 months before the nominal expiry date. The parties intend to conclude these negotiations prior to the nominal expiry date. These negotiations shall be conducted on a collective basis between all of the parties with the negotiated outcome being subject to approval of a vote of the employees collectively.

#### 11.—APPLICATION OF PROJECT AGREEMENTS

1. This agreement shall apply to all persons employed in the employer's business and every part thereof throughout Western Australia until 1<sup>st</sup> November 2002 except where the company commences work on a project where a site agreement to which the union is a party exists that provides for higher rates of pay and conditions.

2. The conditions contained in any such site agreement will take precedence over this agreement for the duration of the project.

#### 12.—FARES AND TRAVELLING ALLOWANCE

In addition to Clause 12A of the award a travel payment shall be made in the form of a daily payment (on days worked) of \$6.15 per day per employee.

#### 13.—SENIORITY

1. The parties agree the continuity of employment is desirable wherever possible, and that where it is not possible, employees will be retrenched in order of seniority.

2. When applying the "first on last off" principle it is agreed subject to the caveat of "all things being equal", it is intended to apply on a Company basis rather than a site by site basis.

3. It is recognised that from time to time instances may arise where the employee's individual skills may be subject to this caveat. Where there is any disagreement as to the application of this the matter will be processed in accordance with Clause 16—Dispute Settlement Procedure.

4. An employee who has been retrenched by the Company shall have absolute preference and priority for re-employment/re-engagement by the Company. Where an employee is re-engaged within a period of six months the employee shall maintain continuity of service and all accrued entitlements with the Company.

#### 14.—ALL IN PAYMENTS

1. All-in payments to employees will not be made. All-in payments are defined as an hourly rate or piece work rate which is meant to cover wages and all allowances, such as annual leave, sick leave, etc., on which tax is being paid using the Prescribed Payments System.

2. It is agreed that where a breach of this clause is discovered, the employer shall continue paying the "all-in" rate as the employees hourly rate, but shall pay all award and other entitlements on top of this amount, back-dated to the commencement of the all-in rate arrangement. The company shall not be entitled to offset any amount in excess of the ordinary hourly rate against any other entitlement in this agreement.

3. This clause shall not be applied to prevent the employer subletting specialised work outside of the normal scope of work which the employer performs. The union shall be notified when specialist sub-contractors are to be engaged.

#### 15.—PYRAMID SUB-CONTRACTING

1. "Pyramid Sub-Contracting" is defined as the practice of a sub-contractor, to whom a sub-contract is originally awarded, sub-letting that contract or part thereof to another sub-contractor.

2. Provided that where a sub-contractor does not have the technical capacity to handle a specialist section of the contract and intends to engage a specialist sub-contractor to perform that work, that section may be re-let to a specialist sub-contractor.

3. Further provided that when a sub-contract is let for labour and material, a labour-only sub-contract may be let by the sub-contractor, but it is unacceptable as a principle for further labour-only sub-contracts to be re-let.

4. A bona fide sub-contractor is generally an employer of labour, save for a machine owner-operator.

5. Where a disagreement arises in relation to the definition or application of the term "Pyramid Sub-Contracting" the parties shall discuss and determine the issue in accordance with the agreement dispute resolution procedure. In any event of a disagreement, the matter shall be negotiated further between the parties or referred to the Western Australian Industrial Relations Commission. Whilst these procedures are undertaken no industrial action shall occur.

#### 16.—DISPUTE SETTLEMENT PROCEDURE

1. Disputes over any work related or industrial matter should be dealt with as close to its source as possible.

2. An employee or the union delegate should initially submit any work related grievance and/or industrial matter to the site foreperson, supervisor or other appropriate site representative of the company.

3. If the matter remains unresolved the union delegate may then submit the matter to the appropriate senior management person.

4. If still not resolved the delegate shall refer the matter to an appropriate official of the union, who shall discuss the matter with the nominated representative of the employer.

5. Whilst the above procedures are being followed work should continue as normal.

6. This procedure is to be followed in good faith and without unreasonable delay by any party.

7. Should the matter remain unresolved it shall be dealt with in one of the following ways as agreed to between the parties—

- referred to the Western Australian Industrial Relations Commission for conciliation and if required arbitration. The Commission's decision will be accepted by all parties subject to legal rights of appeal; or
- referred to a disputes board for determination; or
- referred to a private arbitrator agreed to between the parties, for determination.

8. This dispute settlement procedure does not apply to health and safety issues.

#### 17.—SAFETY DISPUTE RESOLUTION

1. The parties to this agreement are committed to the safe operation of plant and equipment, to the observance of safe

working practices, and the provision by the employer and correct use of all personal protective equipment. The company recognises its responsibilities to provide a safe and healthy workplace.

2. In the event of any disagreements on the necessity to carry out any safety measure or modify, reinforce or reinstate any safety device whatsoever, the procedures set out in this clause will be adopted.

3. No person shall dismiss a safety complaint. Any complaint should be referred to the company safety officer or workers' safety representative to be dealt with in accordance with the following procedures—

- (i) Where any employee becomes aware of an unsafe situation, that employee will immediately notify the company safety officer or the workers' safety representative.
- (ii) The company safety officer and the workers' safety representative will take immediate action to have the unsafe situation rectified.
- (iii) Should the company safety officer consider that no safety precautions are necessary, he/she will notify the workers' safety representative accordingly as soon as possible.
- (iv) While there is disagreement on the ruling of the company safety officer, the company safety officer will arrange for the immediate transfer of all employees from the disputed area.
- (v) Should the company safety officer be of the opinion that no action is necessary and the worker's safety representative disagrees, an appropriate inspector from Worksafe/Workcover will be requested to undertake an inspection of the disputed area for the purpose of resolving any such matter.
- (vi) If disagreement still exists the chief inspector or his/her nominee will be called in to assist in the resolution of the dispute.
- (vii) If no agreement can be reached between the parties the matter will be dealt with in accordance with the dispute resolution procedure of this agreement.
- (viii) Whilst the above procedure is being followed there will be no stoppage of work in respect of the matter being considered, except in the area alleged to be unsafe.
- (ix) It is accepted that safety considerations override normal work practices and depending on the degree of potential risk to persons on the job, or the general public, can override normal demarcation practices.

#### 18.—AMENITIES

1. The parties agree that it is the responsibility of the company to ensure that the amenities prescribed by the Award are provided as a minimum. Where, however, that standard is not maintained due to an action or event beyond the control of the company, the union agrees that the company should be allowed reasonable time in which to rectify the problem. If the company acts promptly to rectify the problem, there should be no interruption to work from industrial stoppages, bans and limitations.

2. In all instances, the following procedure shall be observed.

3. A uniformly high standard of amenities and facilities such as ablution blocks, change rooms, crib sheds, etc. shall be provided.

4. All Sheds shall be weatherproof and soundly constructed to an approved standard with sufficient windows and doors, adequate ventilation and lighting. They must have a floor above ground level and be lined on ceilings and walls.

5. Mess Shed/s fitted with fly screens are provided for exclusive use of workers and not for the storage of employers' equipment, tools and materials.

6. Shed/s shall provide not less than 0.75 square metres of floor space per person employed at any one time, provided that the area be not less than 4.65 square metres. Fixtures, other than tables and chairs, shall not be included when calculating floor space.

7. Where 5 or more persons are employed at one time, the floor area shall not be less than 9 square metres.

8. Adequate facilities are to be provided for warmth and for drying clothes eg. strip heaters.

9. Provided that 20 or more persons are employed on the site at any one time, the employer shall provide a separate shed or sheds for messing, which shall be of such dimension as to provide not less than 0.75 square metres of floor space per person.

10. Where less than 20 persons are employed on site, Regulation 3.20—Workplace Facilities of the Occupational Safety and Health Regulations 1996 shall apply to provisions of messing and changing facilities.

11. In the changing facilities, separate clothes-hanging facilities for each person employed are to be provided (coat hooks only to be used).

12. In the changing facilities, sufficient seating accommodation for the changing of work apparel is to be provided.

13. In the messing facilities, sufficient tables with fixed washable laminated or vinyl surface, and seating for the taking of meals, are to be provided.

14. Food warming facilities to be supplied, together with a supply of cool, clean water conveniently accessible, as well as boiling water at meal/rest breaks.

15. Receptacle for garbage with bin liner and rat and fly proof is to be supplied in mess area, and emptied regularly.

16. A washable vinyl floor surface in all facilities is to be provided.

17. Shelving is to be supplied in the mess shed for storage (cups, lunch bags, etc).

18. All facilities are to be cleaned and disinfected on a regular basis.

19. All mess sheds shall be supplied with reverse cycle air-conditioning.

20. Toilet blocks shall be soundly constructed and roofed with weatherproof material. The floor of each toilet shall be well-drained and constructed of concrete, bricks and cement, or other approved materials which shall be impervious to water. Every toilet shall be well lighted by natural or artificial light and shall be ventilated. Each toilet shall have a hinged door, capable of being fastened on the inside, lift seats/flaps and toilet paper.

21. Where practicable, toilets to be connected to sewerage before commencement of the job.

22. Toilet/urinal location to be conveniently accessible to employees, but not so close as to cause a nuisance to those persons.

23. Where necessary, portable water seal toilets of an approved standard are to be provided and regularly serviced.

24. Conveniently accessible toilets and urinals are to be distributed every 5th floor on multi-storey constructions.

25. Toilets and urinals are to be washed daily with disinfectant and kept in clean, hygienic condition.

26. Adequate washing facilities, suitably drained, and was basins/troughs are to be supplied with running water.

27. Soap and towels are to be supplied.

28. The following toilet/urinal ratio shall be applied in respect to all employees—

Employees	Toilets	Urinals
1-5	1	Nil
6-10	1	1
11-20	2	2
21-35	3	4
36-50	4	6
51-75	5	7
76-100	6	8

NB. For each additional 20 persons or part thereof up to 200 persons or part thereof up to 200 persons, one additional urinal and one additional toilet is required. For each additional 35 persons or part thereof in excess of 200 persons, one additional urinal and one additional toilet is required. If a slab urinal is provided, each 600mm shall be regarded as one urinal.

## 19.—TRAINING AND RELATED MATTERS

1. A training allowance of \$13.00 per week per worker shall be paid by the employer to the Union Education and Training Fund. This shall increase to \$14.00 per week on 1 November 2000 and a further increase to \$15.00 per week on 1 November 2001.

2. Subject to all qualifications in this clause, an employee shall, upon application in writing to and with approval of the employer, be granted leave with pay each calendar year pro-rata to attend courses conducted or approved by the NBCITC. The employers approval shall not be unreasonably withheld.

The application for leave shall be given to the employer at least two weeks in advance of the date of commencement of the course.

The time of taking leave shall be arranged so as to minimise any adverse effect on the employer's operations. The onus shall rest with the employer to demonstrate an inability to grant leave where an employee is otherwise entitled.

An employer shall not be liable for any additional expenses associated with an employee's attendance at a course other than payment of ordinary time earnings for such absence.

For the purpose of this clause ordinary time earnings shall be defined as the agreement classification rate.

Leave of absence granted pursuant to this clause shall count as service for all purposes of this agreement.

3. The Company will actively encourage employees to seek formal recognition of their skills (recognition of prior learning), and will allow leave as per (2) above for such purposes including but not limited to securing Tradesmen's Rights Certificates.

## 20.—DRUG &amp; ALCOHOL, SAFETY &amp; REHABILITATION PROGRAM

The parties are committed to the Drug and Alcohol, Safety and Rehabilitation program as outlined in Appendix A—Drug and Alcohol, Safety and Rehabilitation Program.

## 21.—CLOTHING AND SAFETY FOOTWEAR

1. The following items will be supplied to each employee by the Company, upon the completion of five working days.

- (a) 1 pair safety boots, to be replaced on a fair wear and tear basis.
- (b) 2 T-shirts with collars, and will be replaced on a fair wear and tear basis.
- (c) 1 bluey jacket for each employee employed during the period 1 April to 31 October. (One issued per year)

2. The Company will also make available to each employee, when requested by them, sun screen lotion and sun brims to fit over safety helmets.

## 22.—INCOME PROTECTION

The Company agrees to insure employees covered by this Agreement for injury and sickness. The scheme is to be negotiated between the parties

## 23.—ACCIDENT PAY

1. The Company agrees to pay each employee accident pay where the employee receives an injury for which weekly payments or compensation are payable by or on behalf of the Company pursuant to the provisions of the Workers' Compensation and Rehabilitation Act 1981, as amended.

2. "Accident Pay" means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the Workers Compensation and Rehabilitation Act and the employee's ordinary wage under this Agreement.

3. The Company shall pay accident pay during the incapacity of the employee arising from any one injury for a total of 39 weeks whether the incapacity is in one continuous period or not.

## 24.—UNION MEMBERSHIP

The employer will encourage, as far as possible, all employees covered by the agreement, to be financial members of the Unions.

## 25.—Y2K

On the following key dates the Company will issue written records of accrued entitlements to each employee. The accrued entitlements will include annual leave, sick leave, any accruing productivity bonuses, redundancy payments and Superannuation payments and also on each employees anniversary date—

- 31 December 1999
- 28 February 2000
- 31 December 2000
- 28 February 2001

## 26.—SIGNATORIES

**BLPPU** Mr K Reynolds *Common seal over name*

Date: 9/8/00

**CMETU** Mr J McDonald *Common seal over name*

Date: 9/8/00

**The Company:**

Ashley Lyon *Company Seal*

Date: 2/8/00

## APPENDIX A—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

## 1. PRINCIPLE

People dangerously affected by alcohol, and/or drugs are a safety hazard to themselves and all other persons in the workplace.

## 2. FOCUS

- \* Site safety and the involvement of the site safety committee
- \* Peer intervention and support
- \* Rehabilitation

## 3. WORKPLACE POLICY

(a) A person who is dangerously affected by drugs or alcohol will not be allowed to work until that person can work in a safe manner.

(b) The decision on a persons ability to work in a safe manner will be made by the safety committee, or on projects with no safety committee, by a body of at least equal numbers of employee/employer representatives.

(c) There will be no payment of lost time to a person unable to work in a safe manner.

(d) If this happens 3 times the worker shall be given a written warning and made aware of the availability of treatment/counselling. If the worker refuses help he/she may be transferred/dismissed the next time he/she is dangerously affected.

(e) For the purposes of disciplinary action a warning shall be effective for a period of 12 months from the date of issue.

(f) A worker having problems with alcohol and or other drugs—

- \* Will not be sacked if he/she is willing to get help.
- \* Must undertake and continue with the recommended treatment to maintain the protection of this program.
- \* Will be entitled to sick leave or leave without pay while attending treatment.

## 4. IMPLEMENTATION

To assist with the adoption and implementation with this policy the company will—

- (a) Clearly state its endorsement of the BTG Drug and Alcohol program and comply with it.
- (b) Provide access at an agreed time and venue for a representative of the BTG Drug and Alcohol Program to address a meeting of employees to discuss and endorse the program.
- (c) Authorise the attendance of appropriate company personnel eg. Safety delegate/officer, safety committee members, union (delegate, consultative committee members(s) at the two hour BTG Drug and Safety in the Workplace training course.

## APPENDIX B—SITE ALLOWANCE

1. This agreement is between the parties to this agreement and shall apply to construction work undertaken by principal contractors who are engaged in the commercial/industrial sector of the building industry in the state of Western Australia within a 50km radius of the Perth General Post Office.

2. This agreement provides for a site allowance to be paid to employees engaged on particular building projects, and for such site allowance to be paid in addition to the wage rates and allowances prescribed by the award as well as any industrial or certified agreements made in conjunction with the award which does not prescribe a site allowance.

3. The site allowance payable under this agreement is to be paid at a flat rate per hour for all hours worked to compensate for all special factors/disabilities on the project and in lieu of all award special rates, with the exception of rates relating to the lifting of heavy blocks, cleaning down brickwork and the use of explosive powered tools which will be payable to an employee when he/she encounters that particular disability.

## 4. Site Allowance Formula

At the commencement of a project the particular site allowance to apply shall be determined in accordance with the following formula—

## 4.1 Projects Located Within Perth C.B.D. (as defined)

## New Work

Project Contractual Value	Site Allowance
Up to \$520,000	NIL
Above \$520,000 to \$2.17 m	\$1.90
Above \$2.17m to \$4.55m	\$2.25
Over \$4.55m	\$2.85

Renovations, Restorations  
and/or Refurbishment Work

Project Contractual Value	Site Allowance
Up to \$520,000	NIL
Above \$520,000 to \$2.17m	\$1.70
Above \$2.17m to \$4.55m	\$1.90
Over \$4.55m	\$2.45

## 4.2 Projects Located Within West Perth (as defined)

## New Work

Project Contractual Value	Site Allowance
Up to \$520,000	NIL
Above \$520,000 to \$2.17 m	\$1.70
Above \$2.17m to \$4.55m	\$1.90
Over \$4.55m	\$2.45

Renovations, Restorations  
and/or Refurbishment Work

Project Contractual Value	Site Allowance
Up to \$520,000	NIL
Above \$520,000 to \$2.17m	\$1.60
Above \$2.17 m to \$4.55m	\$1.80
Over \$4.55m	\$2.05

The site allowance on projects which are a combination of new and renovation work shall be governed by the majority of work involved. For example, where the majority of work is new work, then the site allowance appropriate to new work shall be paid for all employees on the project.

4.3 Projects within 50 km radius of Perth G.P.O. but not including the C.B.D. or West Perth (as defined)

Project Contractual Value	Site Allowance
Up to \$1 m	NIL
Above \$1 m to \$2.17 m	\$1.30
Above \$2.17m to 6m	\$1.60
Above \$6m to \$11.98m	\$1.85
Above \$11.98m to \$24.43m	\$2.05
Above \$24.43m to \$60.5m	\$2.35
Over \$60.5m	\$2.55

“C.B.D.”—Central Business District shall mean the area bounded by the Swan River South, Swan River East to Nile Street running into Wittenoom Street, Hill Street to Royal Street, Royal Street to Lord Street, Lord Street to Newcastle Street, along Newcastle Street to the Freeway, the Freeway South to the Perth-Fremantle railway line, along the Perth-Fremantle railway line to Dyer Street, Dyer Street through to

Havelock Street, Havelock Street to Kings Park Road, Kings Park Road to Fraser Avenue, Fraser Avenue projected through to the Swan River.

“West Perth”—shall mean the area contained within the boundaries formed by Thomas Street, Kings Park Road, Havelock Street, Dyer Street and the Perth-Fremantle railway line back to Thomas Street.

**Boundary roads:** If a road borders between two regions in which site allowances are to be paid as per this agreement, the parties confirm that one side of such a boundary road will be deemed to fall in one region and the other side of the boundary road will be deemed to fall in the other region. For example, the eastern side of Havelock Street will be in the “CBD” and the western side of Havelock Street shall be in “West Perth”.

“Project Contractual Value”—shall be deemed to mean the value of all tendered work which falls under the scope of the principal contractor’s contract.

5. The site/project allowance and project contractual value detailed in this agreement shall be adjusted on 1 October each year by the total C.P.I. movements for Perth during the preceding four quarters ending 30 June and accordingly, the site allowance amounts shall be adjusted up or down to the nearest five cents.

6. Project contractual values shall be subject to review at any renewal of this agreement, but in any event shall not be adjusted by a percentage less than the total CPI movements for Perth during the preceding four quarters ending 30 June. Such adjustment being to the nearest \$10,000.

7. The agreed site allowance once set pursuant to this agreement shall be recorded in a site agreement to which the applicable principal contractor and the Union will be signatories. The level of allowance once nominated at the commencement of the project will continue without change until completion of the project.

8. It is acknowledged that on certain projects a site agreement may be entered into between the principal contractor and the building trades group of unions for that project that may include matters regularly addressed within the industry, such as, but not limited to, the following—

- Disputes Procedures
- Occupational Health and Safety Procedures
- Demarcation Procedures
- First Aid Provisions and On-Site Amenities

and the unions will not unreasonably refuse to continue to discuss such matters if raised by the principal contractor.

9. This agreement does not apply to resource development projects or civil and engineering projects.

10. Where a dispute arises as to the application of the terms of this agreement, if the issue cannot be resolved in discussions between the parties, it is agreed that the matter will be referred to the appropriate industrial tribunal for resolution without recourse to industrial action.

11. It is a term of this agreement that all site allowance agreements entered into prior to this date will be honored by all parties and will continue to apply for the life of the particular project.

12. Where because of a condition of contract the principal contractor is required not to allow for a site allowance, before final application of this agreement, discussions will be held between the parties with a view to resolving any problems that may arise as a result of this situation.

## 13. Productivity Allowance

In return to increase productivity and/or timely completion of projects it is agreed that a productivity allowance of \$1.00 per hour worked shall be paid to employees engaged upon projects in excess of \$10 million, or such other sum as agreed. The productivity allowance may be accumulated and paid at the end of the project.

## 14. Structural Frame Allowance

It is agreed that a structural frame allowance of \$1.00 per hour all purpose shall be paid to all employees engaged upon projects (new construction only) which exceed two stories in height or building where the structure exceeds 10 metres in height (excluding spires, flagpoles and the like).

### 15. Provision of Canteen

It is agreed that canteen accommodation shall be provided where a project exceeds \$35 million in values and where the operation of the canteen is financially self supporting in respect of consumables. Canteen to come into operation when on site manning levels exceed 50 and to cease when manning levels reduce to below 50.

### 16. Provision of Nurse

It is agreed that a qualified nurse shall be engaged where the forecast long term staffing levels for a project exceed 100 (one hundred) or when actual numbers exceed 100 notwithstanding that forecasts may have been below that level. The nurse shall commence duties when staffing levels reach (fifty) and shall terminate when levels reduce to 50 (fifty). The requirement for a provision of a nurse shall be waived if the project is adjacent to a hospital with a public emergency department.

17. This agreement shall only apply to building contracts entered into on or tendered for on or after 1 January 1999.

### 18. Application to Apprentices

The rates prescribed in this agreement shall apply to all apprentices commencing employment after 31 December 1997 in the same proportion as the percentage of a tradesperson's wage rate as prescribed by the appropriate award or Enterprise Bargaining Agreement, being—

1st year	42%
2nd year	55%
3rd year	75%
4th year	88%

## COVENTRY GROUP LTD TRADING AS HOT MIX OR BITUMEN EMULSIONS CANNINGTON (ENTERPRISE BARGAINING) AGREEMENT 2000.

No. AG 155 of 2000.

2000 WAIRC 00491

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

<b>PARTIES</b>	TRANSPORT WORKERS' UNION OF AUSTRALIA, INDUSTRIAL UNION OF WORKERS, WESTERN AUSTRALIAN BRANCH V COVENTRY GROUP LTD T/A HOT MIX OR BITUMEN EMULSIONS
<b>CORAM</b>	COMMISSIONER J H SMITH
<b>DELIVERED</b>	WEDNESDAY, 30 AUGUST 2000
<b>FILE NO/S</b>	AG 155/2000

### Representation

<b>Applicant</b>	Mr G Ferguson
<b>Respondent</b>	Mr P J Cooke as agent

### Order.

Having heard Mr G Ferguson on behalf of the Applicant and Mr P J Cooke as agent on behalf of the Respondent and by consent the Commission, pursuant to the powers conferred on it under the Industrial Relations Act 1979 hereby orders —

- (1) THAT Coventry Group Ltd trading as Hot Mix or Bitumen Emulsions Cannington (Enterprise Bargaining) Agreement 2000 as filed in the Commission on 27 June 2000 in the terms of the following schedule be and is hereby registered as an industrial agreement.
- (2) THAT the Coventry Group Ltd trading as Hot Mix or Bitumen Emulsions Cannington (Enterprise Bargaining) Agreement 1994 No AG 58 of 1994; Coventry Group Ltd trading as Hot Mix or Bitumen Emulsions Cannington (Enterprise Bargaining) Agreement 1995 No AG 312 of 1995; Coventry

Group Ltd trading as Hot Mix or Bitumen Emulsions Cannington (Enterprise Bargaining) Agreement 1997 No AG 26 of 1998 be and are hereby cancelled.

(Sgd.) J. H. SMITH,  
Commissioner.

[L.S.]

### 1.—TITLE

This industrial agreement shall be referred to as the Coventry Group Ltd trading as Hot Mix or Bitumen Emulsions Cannington (Enterprise Bargaining) Agreement 2000.

### 2.—ARRANGEMENT

- 1 Title
- 2 Arrangement
- 3 Scope And Parties To This Arrangement
- 4 Relationship To Parent Awards
- 5 Single Bargaining Unit
- 6 Aims And Objectives Of The Agreement
- 7 Wages
- 8 Agreed Productivity Improvements
- 9 Measuring Productivity Improvements
- 10 Commitments
- 11 Term Of Agreement
- 12 Dispute Resolution Procedure
- 13 No Further Claims
- 14 Not To Be Used As A Precedent
- 15 Commitment
- 16 Inflationary Clause
- 17 Signatories To The Agreement

### 3.—SCOPE AND PARTIES TO THIS AGREEMENT

3.1 This agreement shall apply to and be binding on Coventry Group Ltd trading as Hot Mix or Bitumen Emulsions ("the Company") and all the employees engaged in connection with the Transport Workers (General) Award No. 10 of 1961, at the company's Bickley Road, Cannington operations. The estimated number of employees to be covered by this agreement is 15.

3.2 This agreement shall also be binding upon the Transport Workers Union of Australia, Industrial Union Of Workers, Western Australian Branch.

3.3 The parties will oppose any applications by other parties to be joined to this agreement.

### 4.—RELATIONSHIP TO PARENT AWARD

4.1 This agreement shall be used and interpreted wholly in connection with the Transport Workers (General) Award No. 10 of 1961 ("the Award").

4.2 Where there is any inconsistency between this agreement and the Award, this agreement shall prevail to the extent of any inconsistency.

### 5.—SINGLE BARGAINING UNIT

5.1 In accordance with the State Wage Decision, the employees and the Company have formed a single bargaining unit in respect to the Cannington operations.

5.2 The single bargaining unit will ensure that the framework of this enterprise agreement is adhered to by regularly conferring with the management through the meeting of the consultative committee.

5.3 The single bargaining unit will assist in the implementation of measurements that are designed to improve the efficiency and productivity of the enterprise agreement that have been agreed to by the parties.

### 6.—AIMS AND OBJECTIVES OF THE AGREEMENT

6.1 The purpose of entering into an enterprises bargaining agreement is to increase the productivity, efficiency and flexibility of the Cannington operations to ensure the Company remains competitive within the bitumen paving industry.

6.2 The company remains committed to the continual training of all Cannington personnel so that their skills base can be enhanced, and to provide an environment in which these skills can be utilised and recognised to the satisfaction of individual employees.

6.3 Pursuant to the Occupational Health and Safety Act 1984, the Company recognises the need to improve occupational

health and safety for all employees and is therefore committed to the development and implementation of health and safety initiatives. This agreement provides for the participation of all employees in these initiatives in order that the Cannington operations will become a safer working environment.

#### 7.—WAGES

7.1 The wage rates shall apply pursuant to this agreement are as follows—

Award	Grade	Base Rate	EBA June 00	Rate On 10/7/00	Rate 18/12/00	Rate 18/6/01	Rate 17/12/01
		\$	\$	\$	\$	\$	\$
Transport Workers (General)	1	375.20	87.48	472.06	481.44	490.82	500.20
	2	390.50	94.32	494.58	504.34	514.11	523.87
Award No. 10 of 1961	3	398.20	96.10	504.25	514.21	524.16	534.12
	4	409.70	98.96	518.90	529.14	539.38	549.63
	5	417.30	100.87	528.60	539.03	549.46	559.90
	6	425.00	102.65	538.27	548.90	559.52	570.15
	7	432.70	104.58	548.09	558.91	569.73	580.55

7.2 The increase prescribed in this clause shall operate with effect from the first pay period commencing on or after the registration of this agreement.

7.3 All current employees engaged under this agreement shall be paid at their existing grade.

7.4 All new employees will be paid at the grade at which they are engaged.

7.5 All casual employees shall be paid the award rate for weekly hired employees, plus 20%, plus the above enterprise bargaining agreement wage percentage increases.

#### 8.—AGREED PRODUCTIVITY IMPROVEMENTS

##### 8.1 Shot Gun Starts

8.1.1 Preparation of truck in own time e.g. Routine check on air, water, oil, fuel and tyres, etc.

8.1.2 Driver to be ready to commence work as per time displayed.

8.1.3 Workers compensation cover will commence from the moment the employee arrives on site at Cannington yard.

##### 8.2 Staggered Rest Periods

Meal breaks may be staggered to ensure the continued use of plant and machinery. No employee will be required to commence a meal break before 11.00am or after 2.00pm.

##### 8.3 Occupational Health and Safety

The parties to the agreement recognise the need to improve the Occupational Health and Safety of the work place by reducing lost time injuries to zero per year through the implementation of health and safety improvement programmes.

##### 8.4 Work Flexibility

8.4.1 An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.

8.4.2 An employer may direct and employee to carry out duties and use such tools and equipment as may be required that the employee has been properly trained in the use of such tools and equipment.

8.4.3 Any direction issued by an employer pursuant to paragraphs 8.4.1 and 8.4.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

##### 8.5 Rostered Days Off (RDO)

8.5.1 TWU employees to five full flexibility of RDO. Where ever possible the employer shall notify the employee with a minimum notification during working hours on the day prior or mutual consent of change to RDO. Deferred RDO to be taken at discretion of employer to suit work pattern.

8.5.2 TWU employees wanting to change RDO to suit themselves can do so provided management approve.

8.5.3 Intention is to accumulate RDO's and take during wet or slack periods.

##### 8.6 Overtime

8.6.1 Where the employee and their supervisor agree, an employee who works overtime on a weekend may do so under the following conditions.

- The employee to be paid single time for the first eight (8) hours followed by double time for any other hours worked on the day.

- The day off during the week will be paid at eight (8) hours at single time.
- Where this condition is to be involved, the employee and their supervisor must reach agreement before the weekend work concerned is carried out.

8.6.2 If any employee wishes to be paid penalty rates for working on a weekend, it is their right to do so.

8.6.3 No employee shall be discriminated against on the basis for their elected choice.

#### 9.—MEASURING PRODUCTIVITY IMPROVEMENTS

9.1 The parties to this agreement are committed to improving productivity over the life of this agreement.

9.2 This will be achieved through the successful implementation of Clause 8—Agreed Productivity Improvements, of this agreement.

#### 10.—COMMITMENTS

10.1 The company recognises that employee contribution is essential to improve performance and therefore accepts those commitments by employees to work towards agreed targets as sincere and in the overall interest of increasing productivity and efficiency for the collective benefit of the Company and its workforce.

10.2 Furthermore, the Company maintains a commitment to multi-skilling and training so that employees can improve their skills base, develop a career within the Asphalt and Bitumen Industry and have greater job satisfaction.

10.3 All employees will agree to carry out any tasks which may or may not involve the use of tools, plant and equipment, within their skills, competency or training as directed by the Company.

#### 11.—TERM OF AGREEMENT

This agreement shall remain in force until 31<sup>st</sup> December 2002.

#### 12.—DISPUTE RESOLUTION PROCEDURE

12.1 Any grievance, complaint, claim or dispute, or any matter which is likely to result in a dispute, between any party to this awards, shall be subject to discussion procedures which ensure that the parties are promptly and fully informed of the issues involved, and any differences arising therefrom shall be discussed with a view to avoid industrial action.

12.2 The employer shall advise the accredited representative of the union of any changes in the normal pattern of working arrangements affecting members and if the matter is not resolved the general machinery provisions of this clause shall apply.

12.3 Where a worker or the job steward has submitted a request concerning any matter directly connected with employment to a foreman, or a more senior representative of management, and that request has been refused, the worker may, if he so desires, ask the job steward to submit the matter to management and the matter may then be submitted by the job steward to the depot or area supervisor.

12.4 If not settled at this stage the matter shall be the subject of formal discussion between the union and the employer.

12.5 Should the issue remain in dispute either party may refer the matter to the Western Australian Industrial Relations Commission for determination.

12.6 The settlement procedures provided by this clause shall be applied to all manner of disputes referred to in subclause 12.1 of this clause, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party, or individual, in dispute to refer the matter for resolution by the Western Australian Industrial Relations Commission.

12.7 The procedures referred to in subclauses in this clause shall provide for the persons involved in the question, dispute or difficulty to confer among themselves and make reasonable attempts to resolve questions, disputes or difficulties before taking those matters to the Commission.

13.—NO FURTHER CLAIMS

It is a condition of this agreement that the parties will not seek any further claims, with respect to wages and working conditions, unless they are consistent with the State Wage Case Principles.

14.—NOT TO BE USED AS A PRECEDENT

It is a condition of this agreement that the parties will not seek to use the terms contained herein as an example or precedent for other enterprise agreements whether they involve Coventry Group Ltd trading as Hot Mix or Bitumen Emulsions or not.

15.—COMMITMENT

15.1 The parties to this Agreement agree to commence discussion on the terms and conditions of any future agreement six (6) calendar months prior to the expiration of this agreement.

15.2 The parties are committed to ongoing negotiations with regard to the implementation of Income Protection Insurance.

16.—INFLATIONARY CLAUSE

The Company agrees to provide annual reviews of the agreed 5% if Perth CPI for the proceeding 12 months rises above 5% and adjustment would be made accordingly.

17.—SIGNATORIES TO THIS AGREEMENT

.....Signed.....

On behalf of COVENTRY GROUP LTD trading as HOT MIX OR BITUMEN EMULSIONS

Seal Seal  
HOT MIX BITUMEN EMULSIONS

.....Signed.....

On behalf of TRANSPORT WORKERS UNION OF AUSTRALIA, Industrial Union of Workers, Western Australian Branch

Common Seal

**FILL-CRETE WA/ BLPPU AND THE CMETU COLLECTIVE AGREEMENT 2000.**

No. AG 200/2000.

2000 WAIRC 00571

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

**PARTIES** THE WESTERN AUSTRALIAN BUILDERS' LABOURERS, PAINTERS & PLASTERERS UNION OF WORKERS, CONSTRUCTION, MINING, ENERGY, TIMBERYARDS, SAWMILLS AND WOODWORKERS UNION OF AUSTRALIA—WESTERN AUSTRALIAN BRANCH V HOLTMEULEN PTY LTD TRADING AS FILL-CRETE WA

**CORAM** CHIEF COMMISSIONER W S COLEMAN

**DELIVERED** THURSDAY, 7 SEPTEMBER 2000

**FILE NO/S** AG 200/2000

**Result Representation**

**Applicant** Mr P Joyce on behalf of the Union

**Respondent** no appearance

Order.

HAVING heard Mr P Joyce on behalf of The Western Australian Builders' Labourers, Painters & Plasterers Union of Workers & Other and there being no appearance by the other

party but advice being received of the unavailability of its principal, on 7<sup>th</sup> day of September 2000 the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby registers the Fill-Crete WA/ BLPPU and the CMETU Collective Agreement 2000 as set out in the following schedule.

(Sgd.) W. S. COLEMAN,  
Chief Commissioner.

[L.S.]

SCHEDULE.

1.—TITLE

This agreement shall be known as the Fill-Crete WA/ BLPPU and the CMETU Collective Agreement 2000.

2.—ARRANGEMENT

	CLAUSE NO.
Title	1
Arrangement	2
Parties and Persons Bound	3
Application	4
Relationship to Parent Award	5
Period of Operation	6
Classification Structures & Rates of Pay	7
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Signatories to the Agreement	26
Appendix A—Drug & Alcohol, Safety and Rehabilitation	
Appendix B—Site Allowance	

3.—PARTIES AND PERSONS BOUND

This agreement shall be binding on Holtmeulen Pty Ltd trading as Fill-Crete WA (hereinafter referred to as "the company"), the Western Australian Builders' Labourers, Painters and Plasterers Union of Workers and the Construction Mining Energy Timberyards Sawmills and Woodworkers Union of Australia—WA Branch (hereinafter referred to as "the unions") and all employees of the company eligible to be members of the unions.

4.—APPLICATION

This agreement shall apply to all employees of the company engaged on work in or in connection with construction, alteration, maintenance, repair or demolition of buildings or other structures of any kind whatsoever.

This agreement shall apply in Western Australia only. There are approximately 4 employees covered by this agreement.

5.—RELATIONSHIP TO PARENT AWARD

1. This agreement is supplementary to, and shall be read and interpreted wholly in conjunction with, the Building Trades (Construction) Award 1987, Award No. R14 of 1978 (hereinafter referred to as "the award").

2. In the event of any inconsistency between the award and an express provision of this agreement, the terms of this agreement shall prevail to the extent of such inconsistency, unless the express provision of the agreement provides otherwise.

6.—PERIOD OF OPERATION

This agreement shall come into force from the first pay period commencing on or after November 1<sup>st</sup> 1999 and shall remain in force until the 1<sup>st</sup> of November, 2002.

## 7.—CLASSIFICATION STRUCTURE &amp; RATES OF PAY

1. All employees working under this agreement shall be paid according to the wage rates set out below.

## 2. Wage Rates (per hour at ordinary time)

	Previous EBA Rate Hourly Rate \$	1 <sup>st</sup> November 1999 Hourly Rate \$	1 <sup>st</sup> November 2000 Hourly Rate \$	1 <sup>st</sup> November 2001 Hourly Rate \$
Labourer Group 1	17.15	18.01	18.91	19.86
Labourer Group 2	16.56	17.39	18.26	19.17
Labourer Group 3	16.12	16.93	17.78	18.67
Plaster, Fixer	17.82	18.71	19.65	20.63
Painter, Glazier	17.42	18.29	19.20	20.16
Signwriter	17.80	18.69	19.62	20.63
Carpenter/Roofer	17.93	18.85	19.79	20.78
Bricklayer	17.75	18.63	19.61	20.59
Refractory Bricklayer	20.38	21.40	22.47	25.59
Stonemason	17.93	18.82	19.76	20.75
Rooftiler	17.62	18.50	19.43	20.40
Marker/Setter Out	18.46	19.38	20.35	21.37
Special Class T	18.69	19.62	20.61	21.64

## APPRENTICE RATES

	Previous EBA Rate Hourly Rate \$	1 <sup>st</sup> November 1999 Hourly Rate \$	1 <sup>st</sup> November 2000 Hourly Rate \$	1 <sup>st</sup> November 2001 Hourly Rate \$
Plasterer, Fixer				
Year 1	7.48	7.86	8.25	8.66
Year 2 (1/3)	9.81	10.29	10.81	11.35
Year 3 (2/3)	13.37	14.03	14.74	15.47
Year 4 (3/3)	15.69	16.46	17.29	18.15
Painter, Glazier				
Year 1 (.5/3.5)	7.32	7.68	8.06	8.47
Year 2 (1/3), (1.5/3.5)	9.58	10.06	10.56	11.09
Year 3 (2/3), (2.5/3.5)	13.06	13.72	14.40	15.12
Year 4 (3/3), (3.5/3.5)	15.33	16.10	16.90	17.74
Signwriter				
Year 1 (.5/3.5)	7.48	7.85	8.24	8.66
Year 2 (1/3, 1.5/3.5)	9.78	10.28	10.79	11.35
Year 3 (2/3, 2.5/3.5)	13.35	14.02	14.72	15.47
Year 4 (3/3, 3.5/3.5)	15.66	16.45	17.27	18.15
Carpenter/Roofer				
Year 1	7.54	7.92	8.31	8.73
Year 2 (1/3)	9.86	10.37	10.88	11.43
Year 3 (2/3)	13.45	14.14	14.84	15.59
Year 4 (3/3)	15.78	16.59	17.42	18.29
Bricklayer				
Year 1	7.46	7.82	8.24	8.65
Year 2 (1/3)	9.76	10.25	10.79	11.32
Year 3 (2/3)	13.31	13.97	14.71	15.44
Year 4 (3/3)	15.62	16.39	17.26	18.12
Stonemason				
Year 1	7.54	7.92	8.31	8.73
Year 2 (1/3)	9.86	10.37	10.88	11.43
Year 3 (2/3)	13.45	14.14	14.84	15.59
Year 4 (3/3)	15.78	16.59	17.42	18.29
Rooftiler				
6 months	10.04	10.54	11.07	11.62
2nd 6 months	11.04	11.59	12.17	12.78
Year 2	12.90	13.55	14.23	14.94
Year 3	15.14	15.90	16.70	17.54

3. All expense related allowances not specifically mentioned in this agreement will be paid as per the award as varied from time to time.

4. Site allowances relating to particular sites shall be paid in accordance with Appendix B of this Agreement.

5. An additional payment will be made to compensate for the impact of the Goods and Services Tax on the Consumer Price Index. In the circumstance that the CPI limit below is exceeded the appropriate additional payment will be made to the wage rates. The CPI figure for the applicable dates will be the official figure released by the ABS for the preceding year.

Date	CPI Limit	Additional Payment
June 2001	5%	1% (paid 1/9/2001)
June 2001	6%	2% (paid 1/9/2001)
June 2002	5%	1% (paid 1/9/2002)
June 2002	6%	2% (paid 1/9/2002)

## 8.—INDUSTRY STANDARDS

## Redundancy

The company shall increase redundancy contributions on behalf of each employee to the following sums on a weekly basis—

Rate on signing	\$50
Rate as of 1/05/2001	\$60

## Superannuation

(i) The Company will make a payment of \$75 per week per employee or the percentage rate that is prescribed under the Superannuation Guarantee Charge, whichever is the greater. On 1<sup>st</sup> July 2002 the Company will make a payment of \$90 per week per employee.

The Company will advise all employees subject to the Agreement of their right to have payments made to a complying superannuation fund of their choice. The Company is bound by the employee's election. The aforementioned payment will then be made to that fund.

Until each employee nominates the fund of their choice the Company will make payments into the Construction + Building Unions Superannuation Scheme (the "C+BUSS").

In the event that any employee chooses a fund other than the C+BUSS the Company will, within seven days of the employee advising the Company of the fund of their choice, advise the Union in writing of the employee's decision.

In the event that the employee and the Company reach an agreement pursuant to section 49C(2)(d) of the Act to change the complying superannuation fund or scheme the Company will, within seven days of the employee and the Company reaching such an agreement, advise the Union in writing of the agreement. The employer shall not unreasonably refuse to agree to a change of complying superannuation fund or scheme requested by the employee.

(ii) "Ordinary Time Earnings" (which for the purposes of the Superannuation Guarantee (Administration) Act 1992 will operate to provide a notional earnings base) shall mean the actual ordinary rate of pay the employee receives for ordinary hours of work including tool allowance, industry allowance, trade allowances, shift loading, special rates, qualification allowances (eg. first aid, laser safety officer), multi-storey allowance, site allowance, asbestos eradication allowance, leading hand allowances, in charge of plant allowance and supervisory allowances where applicable. The term includes any regular over-award pay as well as casual rates received and any additional rates and allowances paid for work undertaken during ordinary hours of work, including fares and travel.

## 9.—SICK LEAVE

For sick leave accrued after the date of signing this agreement the following will apply—

- The Company's employees shall have the option of converting 100% of accrued sick leave entitlement to a cash payment on termination
- If an employee who has been terminated by the Company without exercising the above option is re-engaged within a period of six months, the unpaid balance of sick leave shall continue from the date of re-engagement.
- Where the Company has signed a previous Agreement with the Union that also allowed for the conversion to cash payment on termination for accrued sick leave, that accrued sick leave will be treated as if it accrued under this agreement.
- Sick leave shall accrue, for the purposes of this clause, at the rate of one day at the beginning of each of the first ten calendar months of each year.
- Employees shall have the option of converting to a cash payment all sick leave entitlements over 5 days. Payment shall be made on the last pay period prior to the Christmas closedown.

## 10.—NEGOTIATION OF A SUBSEQUENT AGREEMENT

The parties agree to commence negotiations for a new collective agreement to succeed this agreement at least 3 months before the nominal expiry date. The parties intend to

conclude these negotiations prior to the nominal expiry date. These negotiations shall be conducted on a collective basis between all of the parties with the negotiated outcome being subject to approval of a vote of the employees collectively.

#### 11.—APPLICATION OF PROJECT AGREEMENTS

1. This agreement shall apply to all persons employed in the employer's business and every part thereof throughout Western Australia until **1<sup>st</sup> November 2002** except where the company commences work on a project where a site agreement to which the union is a party exists that provides for higher rates of pay and conditions.

2. The conditions contained in any such site agreement will take precedence over this agreement for the duration of the project.

#### 12.—FARES AND TRAVELLING ALLOWANCE

In addition to Clause 12A of the award a travel payment shall be made in the form of a daily payment (on days worked) of \$6.15 per day per employee.

#### 13.—SENIORITY

1. The parties agree the continuity of employment is desirable wherever possible, and that where it is not possible, employees will be retrenched in order of seniority.

2. When applying the "first on last off" principle it is agreed subject to the caveat of "all things being equal", it is intended to apply on a Company basis rather than a site by site basis.

3. It is recognised that from time to time instances may arise where the employee's individual skills may be subject to this caveat. Where there is any disagreement as to the application of this the matter will be processed in accordance with Clause 16—Dispute Settlement Procedure.

4. An employee who has been retrenched by the Company shall have absolute preference and priority for re-employment/re-engagement by the Company. Where an employee is re-engaged within a period of six months the employee shall maintain continuity of service and all accrued entitlements with the Company.

#### 14.—ALL IN PAYMENTS

1. All-in payments to employees will not be made. All-in payments are defined as an hourly rate or piece work rate which is meant to cover wages and all allowances, such as annual leave, sick leave, etc., on which tax is being paid using the Prescribed Payments System.

2. It is agreed that where a breach of this clause is discovered, the employer shall continue paying the "all-in" rate as the employees hourly rate, but shall pay all award and other entitlements on top of this amount, back-dated to the commencement of the all-in rate arrangement. The company shall not be entitled to offset any amount in excess of the ordinary hourly rate against any other entitlement in this agreement.

3. This clause shall not be applied to prevent the employer subletting specialised work outside of the normal scope of work which the employer performs. The union shall be notified when specialist sub-contractors are to be engaged.

#### 15.—PYRAMID SUB-CONTRACTING

1. "Pyramid Sub-Contracting" is defined as the practice of a sub-contractor, to whom a sub-contract is originally awarded, sub-letting that contract or part thereof to another sub-contractor.

2. Provided that where a sub-contractor does not have the technical capacity to handle a specialist section of the contract and intends to engage a specialist sub-contractor to perform that work, that section may be re-let to a specialist sub-contractor.

3. Further provided that when a sub-contract is let for labour and material, a labour-only sub-contract may be let by the sub-contractor, but it is unacceptable as a principle for further labour-only sub-contracts to be re-let.

4. A bona fide sub-contractor is generally an employer of labour, save for a machine owner-operator.

5. Where a disagreement arises in relation to the definition or application of the term "Pyramid Sub-Contracting" the parties shall discuss and determine the issue in accordance with the agreement dispute resolution procedure. In any event

of a disagreement, the matter shall be negotiated further between the parties or referred to the Western Australian Industrial Relations Commission. Whilst these procedures are undertaken no industrial action shall occur.

#### 16.—DISPUTE SETTLEMENT PROCEDURE

1. Disputes over any work related or industrial matter should be dealt with as close to its source as possible.

2. An employee or the union delegate should initially submit any work related grievance and/or industrial matter to the site foreperson, supervisor or other appropriate site representative of the company.

3. If the matter remains unresolved the union delegate may then submit the matter to the appropriate senior management person.

4. If still not resolved the delegate shall refer the matter to an appropriate official of the union, who shall discuss the matter with the nominated representative of the employer.

5. Whilst the above procedures are being followed work should continue as normal.

6. This procedure is to be followed in good faith and without unreasonable delay by any party.

7. Should the matter remain unresolved it shall be dealt with in one of the following ways as agreed to between the parties—

- referred to the Western Australian Industrial Relations Commission for conciliation and if required arbitration. The Commissions decision will be accepted by all parties subject to legal rights of appeal; or
- referred to a disputes board for determination; or
- referred to a private arbitrator agreed to between the parties, for determination.

8. This dispute settlement procedure does not apply to health and safety issues.

#### 17.—SAFETY DISPUTE RESOLUTION

1. The parties to this agreement are committed to the safe operation of plant and equipment, to the observance of safe working practices, and the provision by the employer and correct use of all personal protective equipment. The company recognises its responsibilities to provide a safe and healthy workplace.

2. In the event of any disagreements on the necessity to carry out any safety measure or modify, reinforce or reinstate any safety device whatsoever, the procedures set out in this clause will be adopted.

3. No person shall dismiss a safety complaint. Any complaint should be referred to the company safety officer or workers' safety representative to be dealt with in accordance with the following procedures—

- (i) Where any employee becomes aware of an unsafe situation, that employee will immediately notify the company safety officer or the workers' safety representative.
- (ii) The company safety officer and the workers' safety representative will take immediate action to have the unsafe situation rectified.
- (iii) Should the company safety officer consider that no safety precautions are necessary, he/she will notify the workers' safety representative accordingly as soon as possible.
- (iv) While there is disagreement on the ruling of the company safety officer, the company safety officer will arrange for the immediate transfer of all employees from the disputed area.
- (v) Should the company safety officer be of the opinion that no action is necessary and the worker's safety representative disagrees, an appropriate inspector from Worksafe/Workcover will be requested to undertake an inspection of the disputed area for the purpose of resolving any such matter.
- (vi) If disagreement still exists the chief inspector or his/her nominee will be called in to assist in the resolution of the dispute.

- (vii) If no agreement can be reached between the parties the matter will be dealt with in accordance with the dispute resolution procedure of this agreement.
- (viii) Whilst the above procedure is being followed there will be no stoppage of work in respect of the matter being considered, except in the area alleged to be unsafe.
- (ix) It is accepted that safety considerations override normal work practices and depending on the degree of potential risk to persons on the job, or the general public, can override normal demarcation practices.

#### 18.—AMENITIES

1. The parties agree that it is the responsibility of the company to ensure that the amenities prescribed by the Award are provided as a minimum. Where, however, that standard is not maintained due to an action or event beyond the control of the company, the union agrees that the company should be allowed reasonable time in which to rectify the problem. If the company acts promptly to rectify the problem, there should be no interruption to work from industrial stoppages, bans and limitations.

2. In all instances, the following procedure shall be observed:

3. A uniformly high standard of amenities and facilities such as ablution blocks, change rooms, crib sheds, etc. shall be provided.

4. All Sheds shall be weatherproof and soundly constructed to an approved standard with sufficient windows and doors, adequate ventilation and lighting. They must have a floor above ground level and be lined on ceilings and walls.

5. Mess Shed/s fitted with fly screens are provided for exclusive use of workers and not for the storage of employers' equipment, tools and materials.

6. Shed/s shall provide not less than 0.75 square metres of floor space per person employed at any one time, provided that the area be not less than 4.65 square metres. Fixtures, other than tables and chairs, shall not be included when calculating floor space.

7. Where 5 or more persons are employed at one time, the floor area shall not be less than 9 square metres.

8. Adequate facilities are to be provided for warmth and for drying clothes eg. strip heaters.

9. Provided that 20 or more persons are employed on the site at any one time, the employer shall provide a separate shed or sheds for messing, which shall be of such dimension as to provide not less than 0.75 square metres of floor space per person.

10. Where less than 20 persons are employed on site, Regulation 3.20—Workplace Facilities of the Occupational Safety and Health Regulations 1996 shall apply to provisions of messing and changing facilities.

11. In the changing facilities, separate clothes-hanging facilities for each person employed are to be provided (coat hooks only to be used).

12. In the changing facilities, sufficient seating accommodation for the changing of work apparel is to be provided.

13. In the messing facilities, sufficient tables with fixed washable laminated or vinyl surface, and seating for the taking of meals, are to be provided.

14. Food warming facilities to be supplied, together with a supply of cool, clean water conveniently accessible, as well as boiling water at meal/rest breaks.

15. Receptacle for garbage with bin liner and rat and fly proof is to be supplied in mess area, and emptied regularly.

16. A washable vinyl floor surface in all facilities is to be provided.

17. Shelving is to be supplied in the mess shed for storage (cups, lunch bags, etc).

18. All facilities are to be cleaned and disinfected on a regular basis.

19. All mess sheds shall be supplied with reverse cycle air-conditioning.

20. Toilet blocks shall be soundly constructed and roofed with weatherproof material. The floor of each toilet shall be well-drained and constructed of concrete, bricks and cement,

or other approved materials which shall be impervious to water. Every toilet shall be well lighted by natural or artificial light and shall be ventilated. Each toilet shall have a hinged door, capable of being fastened on the inside, lift seats/flaps and toilet paper.

21. Where practicable, toilets to be connected to sewerage before commencement of the job.

22. Toilet/urinal location to be conveniently accessible to employees, but not so close as to cause a nuisance to those persons.

23. Where necessary, portable water seal toilets of an approved standard are to be provided and regularly serviced.

24. Conveniently accessible toilets and urinals are to be distributed every 5th floor on multi-storey constructions.

25. Toilets and urinals are to be washed daily with disinfectant and kept in clean, hygienic condition.

26. Adequate washing facilities, suitably drained, and was basins/troughs are to be supplied with running water.

27. Soap and towels are to be supplied.

28. The following toilet/urinal ratio shall be applied in respect to all employees—

Employees	Toilets	Urinals
1-5	1	Nil
6-10	1	1
11-20	2	2
21-35	3	4
36-50	4	6
51-75	5	7
76-100	6	8

NB. For each additional 20 persons or part thereof up to 200 persons or part thereof up to 200 persons, one additional urinal and one additional toilet is required. For each additional 35 persons or part thereof in excess of 200 persons, one additional urinal and one additional toilet is required. If a slab urinal is provided, each 600mm shall be regarded as one urinal.

#### 19.—TRAINING AND RELATED MATTERS

1. A training allowance of \$13.00 per week per worker shall be paid by the employer to the Union Education and Training Fund. This shall increase to \$14.00 per week on 1 November 2000 and a further increase to \$15.00 per week on 1 November 2001.

2. Subject to all qualifications in this clause, an employee shall, upon application in writing to and with approval of the employer, be granted leave with pay each calendar year pro-rata to attend courses conducted or approved by the NBCITC. The employers approval shall not be unreasonably withheld.

The application for leave shall be given to the employer at least two weeks in advance of the date of commencement of the course.

The time of taking leave shall be arranged so as to minimise any adverse effect on the employer's operations. The onus shall rest with the employer to demonstrate an inability to grant leave where an employee is otherwise entitled.

An employer shall not be liable for any additional expenses associated with an employee's attendance at a course other than payment of ordinary time earnings for such absence.

For the purpose of this clause ordinary time earnings shall be defined as the agreement classification rate.

Leave of absence granted pursuant to this clause shall count as service for all purposes of this agreement.

3. The Company will actively encourage employees to seek formal recognition of their skills (recognition of prior learning), and will allow leave as per (2) above for such purposes including but not limited to securing Tradesmen's Rights Certificates.

#### 20.—DRUG & ALCOHOL, SAFETY & REHABILITATION PROGRAM

The parties are committed to the Drug and Alcohol, Safety and Rehabilitation program as outlined in Appendix A—Drug and Alcohol, Safety and Rehabilitation Program.

21.—CLOTHING AND SAFETY FOOTWEAR

1. The following items will be supplied to each employee by the Company, upon the completion of five working days.

- (a) 1 pair safety boots, to be replaced on a fair wear and tear basis.
- (b) 2 T-shirts with collars, and will be replaced on a fair wear and tear basis.
- (c) 1 bluey jacket for each employee employed during the period 1 April to 31 October. (One issued per year)

2. The Company will also make available to each employee, when requested by them, sun screen lotion and sun brims to fit over safety helmets.

22.—INCOME PROTECTION

The Company agrees to insure employees covered by this Agreement for injury and sickness. The scheme is to be negotiated between the parties

23.—ACCIDENT PAY

1. The Company agrees to pay each employee accident pay where the employee receives an injury for which weekly payments or compensation are payable by or on behalf of the Company pursuant to the provisions of the Workers' Compensation and Rehabilitation Act 1981, as amended.

2. "Accident Pay" means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the Workers Compensation and Rehabilitation Act and the employee's ordinary wage under this Agreement.

3. The Company shall pay accident pay during the incapacity of the employee arising from any one injury for a total of 39 weeks whether the incapacity is in one continuous period or not.

24.—UNION MEMBERSHIP

The employer will encourage, as far as possible, all employees covered by the agreement, to be financial members of the Unions.

25.—Y2K

On the following key dates the Company will issue written records of accrued entitlements to each employee. The accrued entitlements will include annual leave, sick leave, any accruing productivity bonuses, redundancy payments and Superannuation payments and also on each employees anniversary date—

- 31 December 1999
- 28 February 2000
- 31 December 2000
- 28 February 2001

26.—SIGNATORIES

<b>BLPPU</b>	.....	
	Date: 17/08/00	
<b>CMETU</b>	.....	
	Date: 17/08/00	
<b>The Company:</b>	....(Signature)....	<i>Company Seal</i>
	Print Name	

APPENDIX A—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

1. PRINCIPLE

People dangerously affected by alcohol, and/or drugs are a safety hazard to themselves and all other persons in the workplace.

2. FOCUS

- \* Site safety and the involvement of the site safety committee
- \* Peer intervention and support
- \* Rehabilitation

3. WORKPLACE POLICY

(a) A person who is dangerously affected by drugs or alcohol will not be allowed to work until that person can work in a safe manner.

(b) The decision on a persons ability to work in a safe manner will be made by the safety committee, or on projects with no safety committee, by a body of at least equal numbers of employee/employer representatives.

(c) There will be no payment of lost time to a person unable to work in a safe manner.

(d) If this happens 3 times the worker shall be given a written warning and made aware of the availability of treatment/counselling. If the worker refuses help he/she may be transferred/dismissed the next time he/she is dangerously affected.

(e) For the purposes of disciplinary action a warning shall be effective for a period of 12 months from the date of issue.

(f) A worker having problems with alcohol and or other drugs—

- \* Will not be sacked if he/she is willing to get help.
- \* Must undertake and continue with the recommended treatment to maintain the protection of this program.
- \* Will be entitled to sick leave or leave without pay while attending treatment.

4. IMPLEMENTATION

To assist with the adoption and implementation with this policy the company will—

- (a) Clearly state its endorsement of the BTG Drug and Alcohol program and comply with it.
- (b) Provide access at an agreed time and venue for a representative of the BTG Drug and Alcohol Program to address a meeting of employees to discuss and endorse the program.
- (c) Authorise the attendance of appropriate company personnel eg. Safety delegate/officer, safety committee members, union (delegate, consultative committee members(s) at the two hour BTG Drug and Safety in the Workplace training course.

APPENDIX B—SITE ALLOWANCE

1. This agreement is between the parties referred to in Schedule A and shall apply to construction work undertaken by principal contractors who are members of CCA and who are engaged in the commercial/industrial sector of the building industry in the state of Western Australia within a 50km radius of the Perth General Post Office.

2. This agreement provides for a site allowance to be paid to employees engaged on particular building projects, and for such site allowance to be paid in addition to the wage rates and allowances prescribed by the relevant building construction awards as nominated in schedule 'B' as well as any industrial or certified agreements made in conjunction with those awards which do not prescribe a site allowance.

3. The site allowance payable under this agreement is to be paid at a flat rate per hour for all hours worked to compensate for all special factors/disabilities on the project and in lieu of all award special rates, with the exception of rates relating to the lifting of heavy blocks, cleaning down brickwork and the use of explosive powered tools which will be payable to an employee when he/she encounters that particular disability.

4. Site Allowance Formula

At the commencement of a project the particular site allowance to apply shall be determined in accordance with the following formula—

4.1 Projects Located Within Perth C.B.D. (as defined)

New Work

<u>Project Contractual Value</u>	<u>Site Allowance</u>
Up to \$520,000	NIL
Above \$520,000 to \$2.17 m	\$1.95
Above \$2.17m to \$4.55m	\$2.30
Over \$4.55m	\$2.90

Renovations, Restorations and/or Refurbishment Work

<u>Project Contractual Value</u>	<u>Site Allowance</u>
Up to \$520,000	NIL
Above \$520,000 to \$2.17m	\$1.75
Above \$2.17m to \$4.55m	\$1.95
Over \$4.55m	\$2.50

## 4.2 Projects Located Within West Perth (as defined)

## New Work

Project Contractual Value	Site Allowance
Up to \$520,000	NIL
Above \$520,000 to \$2.17 m	\$1.75
Above \$2.17m to \$4.55m	\$1.95
Over \$4.55m	\$2.50

## Renovations, Restorations and/or Refurbishment Work

Project Contractual Value	Site Allowance
Up to \$520,000	NIL
Above \$520,000 to \$2.17m	\$1.65
Above \$2.17 m to \$4.55m	\$1.85
Over \$4.55m	\$2.10

The site allowance on projects which are a combination of new and renovation work shall be governed by the majority of work involved. For example, where the majority of work is new work, then the site allowance appropriate to new work shall be paid for all employees on the project.

4.3 Projects within 50 km radius of Perth G.P.O. but not including the C.B.D. or West Perth (as defined)

Project Contractual Value	Site Allowance
Up to \$1 m	NIL
Above \$1 m to \$2.17 m	\$1.35
Above \$2.17m to 6m	\$1.65
Above \$6m to \$11.98m	\$1.90
Above \$11.98m to \$24.43m	\$2.10
Above \$24.43m to \$60.5m	\$2.40
Over \$60.5m	\$2.60

**“C.B.D.”**—Central Business District shall mean the area bounded by the Swan River South, Swan River East to Nile Street running into Wittenoom Street, Hill Street to Royal Street, Royal Street to Lord Street, Lord Street to Newcastle Street, along Newcastle Street to the Freeway, the Freeway South to the Perth-Fremantle railway line, along the Perth-Fremantle railway line to Dyer Street, Dyer Street through to Havelock Street, Havelock Street to Kings Park Road, Kings Park Road to Fraser Avenue, Fraser Avenue projected through to the Swan River. (Refer attached Map 1).

**“West Perth”**—shall mean the area contained within the boundaries formed by Thomas Street, Kings Park Road, Havelock Street, Dyer Street and the Perth-Fremantle railway line back to Thomas Street. (Refer attached Map 2).

**Boundary roads:** If a road borders between two regions in which site allowances are to be paid as per this agreement, the parties confirm that one side of such a boundary road will be deemed to fall in one region and the other side of the boundary road will be deemed to fall in the other region. For example, the eastern side of Havelock Street will be in the “CBD” and the western side of Havelock Street shall be in “West Perth”.

**“Project Contractual Value”**—shall be deemed to mean the value of all tendered work which falls under the scope of the principal contractor’s contract.

5. The site/project allowance and project contractual value detailed in this agreement shall be adjusted on 1 January each year by the total C.P.I. movements for Perth during the preceding four quarters ending 30 September and accordingly, the site allowance amounts shall be adjusted up or down to the nearest five cents. Provided that where adjustment equates to less than two cents, existing allowance levels shall be maintained.

6. Project contractual values shall be subject to review at any renewal of this agreement, but in any event shall not be adjusted by a percentage less than the total CPI movements for Perth during the preceding four quarters ending 30 September. Such adjustment being to the nearest \$10,000.

7. The agreed site allowance once set pursuant to this agreement shall be recorded in a site agreement to which the applicable principal contractor and the BTA will be signatories. The level of allowance once nominated at the commencement of the project will continue without change until completion of the project.

8. It is acknowledged that on certain projects a site agreement may be entered into between the principal contractor and the building trades group of unions for that project that

may include matters regularly addressed within the industry, such as, but not limited to, the following—

- Disputes Procedures
- Occupational Health and Safety Procedures
- Demarcation Procedures
- First Aid Provisions and On-Site Amenities

and the unions will not unreasonably refuse to continue to discuss such matters if raised by the principal contractor.

9. This agreement does not apply to resource development projects or civil and engineering projects.

10. Where a dispute arises as to the application of the terms of this agreement, if the issue cannot be resolved in discussions between the parties, it is agreed that the matter will be referred to the appropriate industrial tribunal for resolution without recourse to industrial action.

11. It is a term of this agreement that all site allowance agreements entered into prior to this date will be honored by all parties and will continue to operate for the life of the particular project.

12. It is agreed between the parties that this agreement will operate for a period of 12 months from the date the agreement is signed. However, the agreement will continue to operate beyond this date unless either party gives the other three (3) months written notice of intention to withdraw therefrom.

13. Where because of a condition of contract the principal contractor is required not to allow for a site allowance, before final application of this agreement, discussions will be held between the parties with a view to resolving any problems that may arise as a result of this situation.

14. This agreement shall only apply to building contracts entered into on or tendered for on or after 1 January 2000.

## 15. Application to Apprentices

(a) The rates prescribed in clause 4 of this agreement shall apply to **all** apprentices commencing employment after 31 December 1998 in the same proportion as the percentage of a tradesperson’s wage rate as prescribed by the appropriate award or Enterprise Bargaining Agreement, being

1st year	42%
2nd year	55%
3rd year	75%
4th year	88%

(b) Fares and Travel Allowances—Apprentices shall receive 100% of all fares and travel allowances paid.

## 16. Provision of Canteen

It is agreed that a staffed canteen shall be provided where a project exceeds \$35 million in value and where the operation of the canteen is financially self supporting in respect of consumables. The Canteen shall come into operation when on site worker levels exceed 50 and to cease when the worker levels reduce to below 50.

## 17. Provision of Nurse

It is agreed that a qualified nurse shall be engaged where the forecast long term staffing levels for a project exceed 100 (one hundred) or when actual numbers exceed 100 notwithstanding that forecasts may have been below that level. The nurse shall commence duties when staffing levels reach 50 (fifty) and shall terminate when levels reduce to 50 (fifty). The requirement for the provision of a nurse shall be waived if the project is adjacent to a hospital with a public emergency department.

## 18. Apprentice Ratio to Tradespersons

There shall be at least one apprentice employed on site to every 6 tradespersons employed on site.

**FOCUS SHOPFITTERS PTY LTD/BLPPU AND THE CMETU COLLECTIVE AGREEMENT 2000.**

**No. AG 190 of 2000.**

**2000 WAIRC 00441**

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

**PARTIES** THE WESTERN AUSTRALIAN BUILDERS' LABOURERS, PAINTERS & PLASTERERS UNION OF WORKERS, CONSTRUCTION, MINING, ENERGY, TIMBERYARDS, SAWMILLS AND WOODWORKERS UNION OF AUSTRALIA—WESTERN AUSTRALIAN BRANCH V FOCUS SHOPFITTERS PTY LTD

**CORAM DELIVERED FILE NO/S** COMMISSIONER J F GREGOR MONDAY, 28 AUGUST 2000 APPLICATION AG 190 OF 2000

**Result** Agreement Registered.

**Representation Applicant/Appellant** Mr P Joyce on behalf of the applicant.

**Respondent** No appearance

*Order.*

HAVING heard Mr P Joyce, on behalf of the (Applicant) and there being no appearance on behalf of the (Respondent), and by consent, the Commission pursuant to the powers conferred on it under the *Industrial Relations Act, 1979*, hereby orders—

THAT the agreement No. AG 190 of 2000, lodged in the Commission on 28 July 2000, entitled Focus Shopfitters Pty Ltd/BLPPU and the CMETU Collective Agreement 2000 and as subsequently amended by the parties, be registered as an Industrial Agreement and replaces No. AG 92 of 1999

(Sgd.) J. F. GREGOR, Commissioner.

[L.S.]

1.—TITLE

This agreement shall be known as the Focus Shopfitters Pty Ltd/BLPPU and the CMETU Collective Agreement 2000.

2.—ARRANGEMENT

	CLAUSE NO.
Title	1
Arrangement	2
Parties and Persons Bound	3
Application	4
Relationship to Parent Award	5
Period of Operation	6
Classification Structures & Rates of Pay	7
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Accident Pay	20
Union Membership	21
Signatories to the Agreement	22
Appendix A—Drug & Alcohol, Safety and Rehabilitation	
Appendix B—Site Allowance	

3.—PARTIES AND PERSONS BOUND

This agreement shall be binding on Focus Shopfitters Pty Ltd of 139 Winton Road, Joondalup WA 6027 (hereinafter referred to as "the company"), the Western Australian Builders' Labourers, Painters and Plasterers Union of Workers and the Construction Mining Energy Timberyards Sawmills and Woodworkers Union of Australia—WA Branch (hereinafter referred to as "the unions") and all Employees of the company eligible to be members of the unions.

4.—APPLICATION

This agreement shall apply only to work on sites where the Union has a registered EBA agreement with the Principal Contractor or has an agreement in writing with the Principal Contractor. There are approximately six (6) employees covered by this Agreement.

5.—RELATIONSHIP TO PARENT AWARD

1. This agreement is supplementary to, and shall be read and interpreted wholly in conjunction with the Building Trades (Construction) Award 1987, Award No. R14 of 1978 (hereinafter referred to as "the award") and will apply to work on sites where the unions have a registered agreement with the Principal Contractor, or has an agreement in writing with the Principal Contractor.

2. In the event of any inconsistency between the award and an express provision of this agreement, the terms of this agreement shall prevail to the extent of such inconsistency, unless the express provision of the agreement provides otherwise.

6.—PERIOD OF OPERATION

This agreement shall come into force from the first pay period on or after the date of signing and shall remain in force until the 1<sup>st</sup> of November 2002.

7.—CLASSIFICATION STRUCTURE & RATES OF PAY

1. All employees working under this agreement shall be paid according to the wage rates set out below.

2. Wage Rates (per hour at ordinary time)

	Previous EBA Rate Hourly Rate \$	1 <sup>st</sup> November 1999 Hourly Rate \$	1 <sup>st</sup> November 2000 Hourly Rate \$	1 <sup>st</sup> November 2001 Hourly Rate \$
Labourer Group 1	17.15	18.01	18.91	19.86
Labourer Group 2	16.56	17.39	18.26	19.17
Labourer Group 3	16.12	16.93	17.78	18.67
Plaster, Fixer	17.82	18.71	19.65	20.63
Painter, Glazier	17.42	18.29	19.20	20.16
Signwriter	17.80	18.69	19.62	20.63
Carpenter/Roofer	17.93	18.85	19.79	20.78
Bricklayer	17.75	18.63	19.61	20.59
Refractory				
Bricklayer	20.38	21.40	22.47	25.59
Stonemason	17.93	18.82	19.76	20.75
Rooftiler	17.62	18.50	19.43	20.40
Marker/Setter Out	18.46	19.38	20.35	21.37
Special Class T	18.69	19.62	20.61	21.64

APPRENTICE RATES

	Previous EBA Rate Hourly Rate \$	1 <sup>st</sup> November 1999 Hourly Rate \$	1 <sup>st</sup> November 2000 Hourly Rate \$	1 <sup>st</sup> November 2001 Hourly Rate \$
Plasterer, Fixer				
Year 1	7.48	7.86	8.25	8.66
Year 2 (1/3)	9.81	10.29	10.81	11.35
Year 3 (2/3)	13.37	14.03	14.74	15.47
Year 4 (3/3)	15.69	16.46	17.29	18.15
Painter, Glazier				
Year 1 (.5/3.5)	7.32	7.68	8.06	8.47
Year 2 (1/3), (1.5/3.5)	9.58	10.06	10.56	11.09
Year 3 (2/3), (2.5/3.5)	13.06	13.72	14.40	15.12
Year 4 (3/3), (3.5/3.5)	15.33	16.10	16.90	17.74
Signwriter				
Year 1 (.5/3.5)	7.48	7.85	8.24	8.66
Year 2 (1/3), (1.5/3.5)	9.78	10.28	10.79	11.35
Year 3 (2/3), (2.5/3.5)	13.35	14.02	14.72	15.47
Year 4 (3/3), (3.5/3.5)	15.66	16.45	17.27	18.15

	Previous EBA Rate Hourly Rate \$	1st November 1999 Hourly Rate \$	1st November 2000 Hourly Rate \$	1st November 2001 Hourly Rate \$
Carpenter/Roofer				
Year 1	7.54	7.92	8.31	8.73
Year 2 (1/3)	9.86	10.37	10.88	11.43
Year 3 (2/3)	13.45	14.14	14.84	15.59
Year 4 (3/3)	15.78	16.59	17.42	18.29
Bricklayer				
Year 1	7.46	7.82	8.24	8.65
Year 2 (1/3)	9.76	10.25	10.79	11.32
Year 3 (2/3)	13.31	13.97	14.71	15.44
Year 4 (3/3)	15.62	16.39	17.26	18.12
Stonemason				
Year 1	7.54	7.92	8.31	8.73
Year 2 (1/3)	9.86	10.37	10.88	11.43
Year 3 (2/3)	13.45	14.14	14.84	15.59
Year 4 (3/3)	15.78	16.59	17.42	18.29
Rooftiler				
6 months	10.04	10.54	11.07	11.62
2nd 6 months	11.04	11.59	12.17	12.78
Year 2	12.90	13.55	14.23	14.94
Year 3	15.14	15.90	16.70	17.54

3. All expense related allowances not specifically mentioned in this agreement will be paid as per the award as varied from time to time.

4. Site allowances relating to particular sites shall be paid in accordance with Appendix B of this Agreement.

#### 8.—INDUSTRY STANDARDS

##### Redundancy

The company shall increase the contributions on behalf of each employee into the Western Australian Construction Industry Redundancy Fund to the following sums on a weekly basis—

Rate on signing	\$50
Rate as of 1/05/2001	\$60

##### Superannuation

(i) The Company will make a payment of \$60 per week per Employee or the percentage rate that is prescribed under the Superannuation Guarantee Charge, whichever is the greater.

The Company will advise all employees subject to the Agreement of their right to have payments made to a complying superannuation fund of their choice. The Company is bound by the employee's election. The aforementioned payment will then be made to that fund.

Until each employee nominated the fund of their choice the Company will make payments into the Construction + Building Unions Superannuation Scheme (the "C+BUSS").

In the event that any employee chooses a fund other than the C+BUSS the Company will, within seven days of the employee advising the Company of the fund of their choice, advise the Union in writing of the employee's decision.

In the event that the employee and the Company reach an agreement pursuant to section 49C(2)(d) of the Act to change the complying superannuation fund or scheme the Company will, within seven days of the employee and the Company reaching such an agreement, advise the Union in writing of the Agreement. The employer shall not unreasonably refuse to agree to a change of complying superannuation fund or scheme requested by the employee.

(ii) "Ordinary Time Earnings" (which for the purposes of the Superannuation Guarantee (Administration) Act 1992 will operate to provide a notional earnings base) shall mean the actual ordinary rate of pay the employee received for ordinary hours of work including tool allowance, industry allowance, trade allowances, shift loading, special rates, qualification allowances (eg. First aid, laser safety officer), multi-storey allowance, site allowance, asbestos eradication allowance, leading hand allowances, in charge of plant allowance and supervisory allowances where applicable. The term includes any regular over-award pay as well as casual rates received and any additional rates and allowances paid for work undertaken during ordinary hours of work, including fares

and travel.

#### 9.—SICK LEAVE

For sick leave accrued after the date of signing this agreement the following will apply—

- The Company's employees shall have the option of converting 100% of accrued sick leave entitlement to a cash payment on termination.
- If an employee who has been terminated by the Company without exercising the above option is re-engaged within a period of six months, the unpaid balance of sick leave shall continue from the date of re-engagement.
- Where the Company has signed a previous Agreement with the Union that also allowed for the conversion to cash payment on termination for accrued sick leave, that accrued sick leave will be treated as if it is accrued under this agreement.

#### 10.—NEGOTIATION OF A SUBSEQUENT AGREEMENT

The parties agree to commence negotiations for a new collective agreement to succeed this agreement at least 3 months before the nominal expiry date. The parties intend to conclude these negotiations prior to the nominal expiry date.

#### 11.—FARES AND TRAVELLING ALLOWANCE

In addition to Clause 12A of the award a travel payment shall be made in the form of a daily payment (on days worked) of \$6.15 per day per employee.

#### 12.—SENIORITY

1. All parties will agree the continuity of employment is desirable wherever possible, and that where it is now possible, employees will be retrenched in order of seniority.

2. When applying the "first on last off" principle it is agreed subject to the caveat of "all things being equal", it is intended to apply on a Company basis rather than a site by site basis.

3. It is recognised that from time to time instances may arise where the employee's individual skills may be subject to this caveat. Where there is any disagreement as to the application of this the matter will be processed in accordance with Clause 14—Dispute Settlement Procedure.

#### 13.—PYRAMID SUB-CONTRACTING

1. "Pyramid Sub-Contracting" is defined as the practice of a sub-contractor, to whom a sub-contract is originally awarded, sub-letting that contract or part thereof to another sub-contractor.

2. Provided that where a sub-contractor does not have the technical capacity to handle a specialist section of the contract and intends to engage a specialist sub-contractor to perform that work, that section may be re-let to a specialist sub-contractor.

3. Further provided that when a sub-contract is let for labour and material, a labour-only sub-contract may be let by the sub-contractor, but it is unacceptable as a principle for further labour-only sub-contracts to be re-let.

4. A bona fide sub-contractor is generally an employer of labour, save for a machine owner-operator.

5. Where a disagreement arises in relation to the definition or application of the term "Pyramid Sub-Contracting" the parties shall discuss and determine the issue in accordance with the agreement dispute resolution procedure. In any event of a disagreement, the matter shall be negotiated further between the parties or referred to the Western Australian Industrial Relations Commission. Whilst these procedures are undertaken no industrial action shall occur.

#### 14.—DISPUTE SETTLEMENT PROCEDURE

1. Disputes over any work related or industrial matter should be dealt with as close to its source as possible.

2. An employee or the union delegate should initially submit any work related grievance and/or industrial matter to the site foreperson, supervisor or other appropriate site representative of the company.

3. If the matter remains unresolved the union delegate may then submit the matter to the appropriate senior management.

4. If still not resolved the delegate should refer the matter to an appropriate official of the union, who shall discuss the matter with the nominated representative of the employer?

5. Whilst the above procedures are being followed work should continue as normal.

6. This procedure is to be followed in good faith and without unreasonable delay by any party.

7. Should the matter remain unresolved it shall be dealt with in one of the allowing ways as agreed to between the parties.

- Referred to the Western Australian Industrial Commission for Conciliation and if required arbitration. The Commission's decision will be accepted by all parties subject to legal rights of appeal: or
- Referred to a disputes board for determination:  
or
- Referred to a private arbitrator agreed to between the parties for determination.

8. This dispute settlement procedure does not apply to health and safety issues.

9. Nothing in the above procedure or this agreement shall prevent employees taking industrial action on issues of industry, state or national significance.

#### 15.—DISPUTE RESOLUTION

1. The parties to this agreement are committed to the safe operation of plant and equipment, to the observance of safe working practices, and the provision by the employer and correct use of all personal protective equipment. The company recognises its responsibilities to provide a safe and healthy workplace.

2. In the event of any disagreements on the necessity to carry out any safety measure or modify, reinforce or reinstate any safety device whatsoever, the procedures set out in this clause will be adopted.

3. No person shall dismiss a safety complain. Any complaint should be referred to the company safety officer or workers' safety representative to be dealt with in accordance with the following procedures—

- (i) Where any employee becomes aware of an unsafe situation, that employee will immediately notify the company safety officer or the workers' safety representative.
- (ii) The company safety officer and the workers' safety representative will take immediate action to have the unsafe situation rectified.
- (iii) Should the company safety officer consider that no safety precautions are necessary, he/she will notify the workers' safety representative accordingly as soon as possible.
- (iv) While there is disagreement on the ruling of the company safety officer, the company safety officer will arrange for the immediate transfer of all employees from the disputed area.
- (v) Should the company safety officer be of the opinion that no action is necessary and the workers' safety representative disagrees, an appropriate inspector from Worksafe/Workcover will be requested to undertake an inspection of the disputed area for the purpose of resolving any such matter.
- (vi) If disagreement still exists the chief inspector or his/her nominee will be called in to assist in the resolution of the dispute.
- (vii) If no agreement can be reached between the parties the matter will be dealt with in accordance with the dispute resolution procedure of this agreement.
- (viii) Whilst the above procedure is being followed there will be no stoppage of work in respect of the matter being considered, except in the area alleged to be unsafe.
- (ix) It is accepted that safety considerations override normal work practices and depending on the degree of potential risk to persons on the job, or the general public, can override normal demarcation practices.

#### 16.—TRAINING AND RELATED MATTERS

1. A training allowance of \$13 per week per worker shall be paid by the employer to the Union Education and Training Fund. This shall increase to \$14.00 per week on 1<sup>st</sup> November 2000 and a further increase to \$15.00 per week on 1<sup>st</sup> November 2001.

2. Subject to all qualifications in this clause, an employee shall, upon application in writing to and with approval of the employer, be granted leave with pay each calendar year pro-rata to attend courses conducted or approved by the NBCITC. The employers approval shall not be unreasonable withheld.

The application for leave shall be given to the employer at least two weeks in advance of the date of commencement of the course.

The time of taking leave shall be arranged so as to minimise any adverse effect on the employer's operations. The onus shall rest with the employer to demonstrate an inability to grant leave where an employee is otherwise entitled.

An employer shall not be liable for any additional expenses associated with an employee's attendance at a course other than payment of ordinary time earnings for such absence.

For the purpose of this clause ordinary time earnings shall be defined as the agreement classification rate.

Leave of absence granted pursuant to this clause shall count a service for all purposes of this agreement.

3. The employer will actively encourage employees to seek formal recognition of their skills (recognition of prior learning), and will allow leave as per (2) above for such purposes including but not limited to securing Tradesmen's Rights Certificates.

#### 17.—DRUG & ALCOHOL, SAFETY & REHABILITATION PROGRAM

All parties are committed to the Drug and Alcohol, Safety and Rehabilitation program as outlined in Appendix A—Drug and Alcohol, Safety and Rehabilitation Program.

#### 18.—CLOTHING AND SAFETY FOOTWEAR

1. The following items will be supplied to each employee by the Company upon the completion of five working days.

- (a) 1 pair safety boots, and will be replaced on a fair wear and tear basis.
- (b) 2 T-shirts with collars, and will be replaced on a fair wear and tear basis.
- (c) 1 bluey jacket for each employee employed during the period 1<sup>st</sup> April to 31<sup>st</sup> October. (One issued per year.)

2. The Company will also make available to each employee, when requested by them, sun screen lotion and sun brims to fit over safety helmets.

#### 19.—INCOME PROTECTION

The Company agrees to insure employees covered by this Agreement for injury and sickness. The scheme is to be negotiated between the parties to a maximum rate of 1%.

#### 20.—ACCIDENT PAY

1. The Company agrees to pay each employee covered by this agreement accident pay where the employee receives an injury for which weekly payments or compensation are payable by or on behalf of the Company pursuant to the provisions of the Workers' Compensation Act 1981, as amended.

2. "Accident Pay" means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the Workers Compensation and Rehabilitation Act and the employee's ordinary wage under this agreement.

#### 21.—UNION MEMBERSHIP

The employer will encourage, as far as possible, all employees covered by the Agreement to be financial members of the Unions.

## 22.—SIGNATORIES

WABLPPU Stamp  
 BLPPU (SIGNED)...K G REYNOLDS...  
 Date: 26/7/000  
*Common Seal*

CMETU (SIGNED)...J. McDONALD.....  
 Date: 21/7/2000

The Company (SIGNED).....I GAMBLE.....  
 Date: 16/7/2000  
 .....IAN GAMBLE.....  
 PRINT NAME  
*Company Seal*

## APPENDIX A—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

## 1. PRINCIPLE

People dangerously affected by alcohol, and/or drugs are a safety hazard to themselves and all other persons in the workplace.

## 2. FOCUS

- \* Site safety and the involvement of the site safety committee
- \* Peer intervention and support
- \* Rehabilitation

## 3. WORKPLACE POLICY

(a) A person who is dangerously affected by drugs or alcohol will not be allowed to work until that person can work in a safe manner.

(b) The decision on a persons ability to work in a safe manner will be made by the safety committee, or on projects with no safety committee, by a body of at least equal numbers of employee/employer representatives.

(c) There will be no payment of lost time to a person unable to work in a safe manner.

(d) If this happens 3 times the worker shall be given a written warning and made aware of the availability of treatment/counselling. If the worker refuses help he/she may be transferred/dismissed the next time he/she is dangerously affected.

(e) For the purposes of disciplinary action a warning shall be effective for a period of 12 months from the date of issue.

(f) A worker having problems with alcohol and or other drugs—

\*Will not be sacked if he/she is willing to get help.

- \* Must undertake and continue with the recommended treatment to maintain the protection of this program.
- \* Will be entitled to sick leave or leave without pay while attending treatment.

## 4. IMPLEMENTATION

To assist with the adoption and implementation with this policy the company will—

- (a) Clearly state its endorsement of the BTG Drug and Alcohol program and comply with it.
- (b) Provide access at an agreed time and venue for a representative of the BTG Drug and Alcohol Program to address a meeting of employees to discuss and endorse the program.
- (c) Authorise the attendance of appropriate company personnel eg. Safety delegate/officer, safety committee members, union (delegate, consultative committee members(s) at the two hour BTG Drug and Safety in the Workplace training course.

## APPENDIX B—SITE ALLOWANCE

1. This agreement is between the parties to this agreement and shall apply to construction work undertaken by principal contractors who are engaged in the commercial/industrial sector of the building industry in the state of Western Australia within a 50km radius of the Perth General Post Office.

2. This agreement provides for a site allowance to be paid to employees engaged on particular building projects, and for such site allowance to be paid in addition to the wage rates

and allowances prescribed by the award as well as any industrial or certified agreements made in conjunction with the award which does not prescribe a site allowance.

3. The site allowance payable under this agreement is to be paid at a flat rate per hour for all hours worked to compensate for all special factors/disabilities on the project and in lieu of all award special rates, with the exception of rates relating to the lifting of heavy blocks, cleaning down brickwork and the use of explosive powered tools which will be payable to an employee when he/she encounters that particular disability.

## 4. Site Allowance Formula

At the commencement of a project the particular site allowance to apply shall be determined in accordance with the following formula—

## 4.1 Projects Located Within Perth C.B.D. (as defined)

## New Work

	<u>Project Contractual Value</u>	<u>Site Allowance</u>
Up to	\$520,000	NIL
Above	\$520,000 to \$2.17 m	\$1.90
Above	\$2.17m to \$4.55m	\$2.25
Over	\$4.55m	\$2.85

## Renovations, Restorations and/or Refurbishment Work

	<u>Project Contractual Value</u>	<u>Site Allowance</u>
Up to	\$520,000	NIL
Above	\$520,000 to \$2.17m	\$1.70
Above	\$2.17m to \$4.55m	\$1.90
Over	\$4.55m	\$2.45

## 4.2 Projects Located Within West Perth (as defined)

## New Work

	<u>Project Contractual Value</u>	<u>Site Allowance</u>
Up to	\$520,000	NIL
Above	\$520,000 to \$2.17 m	\$1.70
Above	\$2.17m to \$4.55m	\$1.90
Over	\$4.55m	\$2.45

## Renovations, Restorations and/or Refurbishment Work

	<u>Project Contractual Value</u>	<u>Site Allowance</u>
Up to	\$520,000	NIL
Above	\$520,000 to \$2.17m	\$1.60
Above	\$2.17 m to \$4.55m	\$1.80
Over	\$4.55m	\$2.05

The site allowance on projects which are a combination of new and renovation work shall be governed by the majority of work involved. For example, where the majority of work is new work, then the site allowance appropriate to new work shall be paid for all employees on the project.

4.3 Projects within 50 km radius of Perth G.P.O. but not including the C.B.D. or West Perth (as defined)

	<u>Project Contractual Value</u>	<u>Site Allowance</u>
Up to	\$1 m	NIL
Above	\$1 m to \$2.17 m	\$1.30
Above	\$2.17m to 6m	\$1.60
Above	\$6m to \$11.98m	\$1.85
Above	\$11.98m to \$24.43m	\$2.05
Above	\$24.43m to \$60.5m	\$2.35
Over	\$60.5m	\$2.55

“C.B.D.”—Central Business District shall mean the area bounded by the Swan River South, Swan River East to Nile Street running into Wittenoom Street, Hill Street to Royal Street, Royal Street to Lord Street, Lord Street to Newcastle Street, along Newcastle Street to the Freeway, the Freeway South to the Perth-Fremantle railway line, along the Perth-Fremantle railway line to Dyer Street, Dyer Street through to Havelock Street, Havelock Street to Kings Park Road, Kings Park Road to Fraser Avenue, Fraser Avenue projected through to the Swan River.

“West Perth”—shall mean the area contained within the boundaries formed by Thomas Street, Kings Park Road, Havelock Street, Dyer Street and the Perth-Fremantle railway line back to Thomas Street.

**Boundary roads:** If a road borders between two regions in which site allowances are to be paid as per this agreement, the parties confirm that one side of such a boundary road will be

deemed to fall in one region and the other side of the boundary road will be deemed to fall in the other region. For example, the eastern side of Havelock Street will be in the "CBD" and the western side of Havelock Street shall be in "West Perth".

"Project Contractual Value"—shall be deemed to mean the value of all tendered work which falls under the scope of the principal contractor's contract.

5. The site/project allowance and project contractual value detailed in this agreement shall be adjusted on 1 October each year by the total C.P.I. movements for Perth during the preceding four quarters ending 30 June and accordingly, the site allowance amounts shall be adjusted up or down to the nearest five cents.

6. Project contractual values shall be subject to review at any renewal of this agreement, but in any event shall not be adjusted by a percentage less than the total CPI movements for Perth during the preceding four quarters ending 30 June. Such adjustment being to the nearest \$10,000.

**KARRINYUP PLASTERING/BLPPU AND THE CMETU COLLECTIVE AGREEMENT 2000.**  
**No.AG 195 of 2000.**

**2000 WAIRC 00515**

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

**PARTIES** THE WESTERN AUSTRALIAN BUILDERS' LABOURERS, PAINTERS & PLASTERERS UNION OF WORKERS, CONSTRUCTION, MINING, ENERGY, TIMBERYARDS, SAWMILLS AND WOODWORKERS UNION OF AUSTRALIA—WESTERN AUSTRALIAN BRANCH V KARRINYUP PLASTERING COMPANY PTY LTD

**CORAM** COMMISSIONER J F GREGOR

**DELIVERED** WEDNESDAY, 6 SEPTEMBER 2000

**FILE NO/S** APPLICATION AG 195 OF 2000

**Result** Agreement registered.

**Representation**

**Applicant** Mr P Joyce on behalf of the applicant.

**Respondent** No appearance.

*Order.*

HAVING heard Mr P Joyce on behalf of the (Applicant) and there being no appearance on behalf of the (Respondent), and by consent, the Commission pursuant to the powers conferred on it under the *Industrial Relations Act, 1979*, hereby orders—

THAT the agreement No.AG 195 of 2000, lodged in the Commission on 9 August 2000, entitled *Karrinyup Plastering/BLPPU and the CMETU Collective Agreement 2000*, be registered as an Industrial Agreement.

(Sgd.) J. F. GREGOR,  
 Commissioner.

[L.S.]

**1.—TITLE**

This agreement shall be known as the *Karrinyup Plastering / BLPPU and the CMETU Collective Agreement 2000*.

**2.—ARRANGEMENT**

	Clause No.
Title	1
Arrangement	2
Parties and Persons Bound	3

	Clause No.
Application	4
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**3.—PARTIES AND PERSONS BOUND**

This agreement shall be binding on *Karrinyup Plastering Company* (hereinafter referred to as "the company"), the Western Australian Builders' Labourers, Painters and Plasterers Union of Workers and the Construction Mining Energy Timberyards Sawmills and Woodworkers Union of Australia—WA Branch (hereinafter referred to as "the unions") and all employees of the company eligible to be members of the unions.

**4.—APPLICATION**

This agreement shall apply to all employees of the company engaged on work in or in connection with construction, alteration, maintenance, repair or demolition of buildings or other structures of any kind whatsoever on work where the principal contractor has an informal or formal agreement with the Unions.

This agreement shall apply in Western Australia only. There are approximately   3   employees covered by this agreement.

**5.—RELATIONSHIP TO PARENT AWARD**

1. This agreement is supplementary to, and shall be read and interpreted wholly in conjunction with, the Building Trades (Construction) Award 1987, Award No. R14 of 1978 (hereinafter referred to as "the award").

2. In the event of any inconsistency between the award and an express provision of this agreement, the terms of this agreement shall prevail to the extent of such inconsistency, unless the express provision of the agreement provides otherwise.

**6.—PERIOD OF OPERATION**

This agreement shall come into force from the first pay period commencing on or after the date of signing and shall remain in force until the 1<sup>st</sup> of November, 2002.

**7.—CLASSIFICATION STRUCTURE & RATES OF PAY**

1. All employees working under this agreement shall be paid according to the wage rates set out below.

2. Wage Rates (per hour at ordinary time)

	Previous EBA Rate	1 November 1999	1 November 2000	1 November 2001
	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
	\$	\$	\$	\$
Labourer Group 1	17.15	18.01	18.91	19.86
Labourer Group 2	16.56	17.39	18.26	19.17
Labourer Group 3	16.12	16.93	17.78	18.67
Plaster, Fixer	17.82	18.71	19.65	20.63
Painter, Glazier	17.42	18.29	19.20	20.16
Signwriter	17.80	18.69	19.62	20.63
Carpenter/Rofer	17.93	18.85	19.79	20.78

	Previous EBA Rate	1 November 1999	1 November 2000	1 November 2001
	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
	\$	\$	\$	\$
Bricklayer	17.75	18.63	19.61	20.59
Refractory Bricklayer	20.38	21.40	22.47	25.59
Stonemason	17.93	18.82	19.76	20.75
Rooftiler	17.62	18.50	19.43	20.40
Marker/Setter Out	18.46	19.38	20.35	21.37
Special Class T	18.69	19.62	20.61	21.64

#### APPRENTICE RATES

	Previous EBA Rate	1 November 1999	1 November 2000	1 November 2001
	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
	\$	\$	\$	\$
<b>Plasterer, Fixer</b>				
Year 1	7.48	7.86	8.25	8.66
Year 2 (1/3)	9.81	10.29	10.81	11.35
Year 3 (2/3)	13.37	14.03	14.74	15.47
Year 4 (3/3)	15.69	16.46	17.29	18.15
<b>Painter, Glazier</b>				
Year 1 (.5/3/5)	7.32	7.68	8.06	8.47
Year 2 (1/3), (1.5/3.5)	9.58	10.06	10.56	11.09
Year 3 (2/3), (2.5/3.5)	13.06	13.72	14.40	15.12
Year 4 (3/3), (3.5/3.5)	15.33	16.10	16.90	17.74
<b>Signwriter</b>				
Year 1 (.5/3.5)	7.48	7.85	8.24	8.66
Year 2 (1/3, 1.5/3.5)	9.78	10.28	10.79	11.35
Year 3 (2/3, 2.5/3.5)	13.35	14.02	14.72	15.47
Year 4 (3/3, 3.5/3.5)	15.66	16.45	17.27	18.15
<b>Carpenter/Roofier</b>				
Year 1	7.54	7.92	8.31	8.73
Year 2 (1/3)	9.86	10.37	10.88	11.43
Year 3 (2/3)	13.45	14.14	14.84	15.59
Year 4 (3/3)	15.78	16.59	17.42	18.29
<b>Bricklayer</b>				
Year 1	7.46	7.82	8.24	8.65
Year 2 (1/3)	9.76	10.25	10.79	11.32
Year 3 (2/3)	13.31	13.97	14.71	15.44
Year 4 (3/3)	15.62	16.39	17.26	18.12
<b>Stonemason</b>				
Year 1	7.54	7.92	8.31	8.73
Year 2 (1/3)	9.86	10.37	10.88	11.43
Year 3 (2/3)	13.45	14.14	14.84	15.59
Year 4 (3/3)	15.78	16.59	17.42	18.29
<b>Rooftiler</b>				
6 months	10.04	10.54	11.07	11.62
2nd 6 months	11.04	11.59	12.17	12.78
Year 2	12.90	13.55	14.23	14.94
Year 3	15.14	15.90	16.70	17.54

3. All expense related allowances not specifically mentioned in this agreement will be paid as per the award as varied from time to time.

4. Site allowances relating to particular sites shall be paid in accordance with Appendix B of this Agreement.

5. An additional payment will be made to compensate for the impact of the Goods and Services Tax on the Consumer Price Index. In the circumstance that the CPI limit below is exceeded the appropriate additional payment will be made to the wage rates. The CPI figure for the applicable dates will be the official figure released by the ABS for the preceding year.

Date	CPI Limit	Additional Payment
June 2001	5%	1% (paid 1/9/2001)
June 2001	6%	2% (paid 1/9/2001)
June 2002	5%	1% (paid 1/9/2002)
June 2002	6%	2% (paid 1/9/2002)

#### 8.—INDUSTRY STANDARDS

##### Redundancy

The company shall increase redundancy contributions on behalf of each employee to the following sums on a weekly basis—

Rate on signing	\$50
Rate as of 1/05/2001	\$60

#### Superannuation

(i) The Company will make a payment of \$75 per week per employee or the percentage rate that is prescribed under the Superannuation Guarantee Charge, whichever is the greater. On 1<sup>st</sup> July 2002 the Company will make a payment of \$90 per week per employee.

The Company will advise all employees subject to the Agreement of their right to have payments made to a complying superannuation fund of their choice. The Company is bound by the employee's election. The aforementioned payment will then be made to that fund.

Until each employee nominates the fund of their choice the Company will make payments into the Construction + Building Unions Superannuation Scheme (the "C+BUSS").

In the event that any employee chooses a fund other than the C+BUSS the Company will, within seven days of the employee advising the Company of the fund of their choice, advise the Union in writing of the employee's decision.

In the event that the employee and the Company reach an agreement pursuant to section 49C(2)(d) of the Act to change the complying superannuation fund or scheme the Company will, within seven days of the employee and the Company reaching such an agreement, advise the Union in writing of the agreement. The employer shall not unreasonably refuse to agree to a change of complying superannuation fund or scheme requested by the employee.

(ii) "Ordinary Time Earnings" (which for the purposes of the Superannuation Guarantee (Administration) Act 1992 will operate to provide a notional earnings base) shall mean the actual ordinary rate of pay the employee receives for ordinary hours of work including tool allowance, industry allowance, trade allowances, shift loading, special rates, qualification allowances (eg. first aid, laser safety officer), multi-storey allowance, site allowance, asbestos eradication allowance, leading hand allowances, in charge of plant allowance and supervisory allowances where applicable. The term includes any regular over-award pay as well as casual rates received and any additional rates and allowances paid for work undertaken during ordinary hours of work, including fares and travel.

#### 9.—SICK LEAVE

For sick leave accrued after the date of signing this agreement the following will apply—

- The Company's employees shall have the option of converting 100% of accrued sick leave entitlement to a cash payment on termination
- If an employee who has been terminated by the Company without exercising the above option is re-engaged within a period of six months, the unpaid balance of sick leave shall continue from the date of re-engagement.
- Where the Company has signed a previous Agreement with the Union that also allowed for the conversion to cash payment on termination for accrued sick leave, that accrued sick leave will be treated as if it accrued under this agreement.
- Sick leave shall accrue, for the purposes of this clause, at the rate of one day at the beginning of each of the first ten calendar months of each year.
- Employees shall have the option of converting to a cash payment all sick leave entitlements over 5 days. Payment shall be made on the last pay period prior to the Christmas closedown.

#### 10.—NEGOTIATION OF A SUBSEQUENT AGREEMENT

The parties agree to commence negotiations for a new collective agreement to succeed this agreement at least 3 months before the nominal expiry date. The parties intend to conclude these negotiations prior to the nominal expiry date. These negotiations shall be conducted on a collective basis between all of the parties with the negotiated outcome being subject to approval of a vote of the employees collectively.

#### 11.—APPLICATION OF PROJECT AGREEMENTS

1. This agreement shall apply to all persons employed in the employer's business and every part thereof throughout Western Australia until 1<sup>st</sup> November 2002 except where the

company commences work on a project where a site agreement to which the union is a party exists that provides for higher rates of pay and conditions.

2. The conditions contained in any such site agreement will take precedence over this agreement for the duration of the project.

#### 12.—FARES AND TRAVELLING ALLOWANCE

In addition to Clause 12A of the award a travel payment shall be made in the form of a daily payment (on days worked) of \$6.15 per day per employee.

#### 13.—SENIORITY

1. The parties agree the continuity of employment is desirable wherever possible, and that where it is not possible, employees will be retrenched in order of seniority.

2. When applying the “first on last off” principle it is agreed subject to the caveat of “all things being equal”, it is intended to apply on a Company basis rather than a site by site basis.

3. It is recognised that from time to time instances may arise where the employee’s individual skills may be subject to this caveat. Where there is any disagreement as to the application of this the matter will be processed in accordance with Clause 16—Dispute Settlement Procedure.

4. An employee who has been retrenched by the Company shall have absolute preference and priority for re-employment/re-engagement by the Company. Where an employee is re-engaged within a period of six months the employee shall maintain continuity of service and all accrued entitlements with the Company.

#### 14.—ALL IN PAYMENTS

1. All-in payments to employees will not be made. All-in payments are defined as an hourly rate or piece work rate which is meant to cover wages and all allowances, such as annual leave, sick leave, etc., on which tax is being paid using the Prescribed Payments System.

2. It is agreed that where a breach of this clause is discovered, the employer shall continue paying the “all-in” rate as the employees hourly rate, but shall pay all award and other entitlements on top of this amount, back-dated to the commencement of the all-in rate arrangement. The company shall not be entitled to offset any amount in excess of the ordinary hourly rate against any other entitlement in this agreement.

3. This clause shall not be applied to prevent the employer subletting specialised work outside of the normal scope of work which the employer performs. The union shall be notified when specialist sub-contractors are to be engaged.

#### 15.—PYRAMID SUB-CONTRACTING

1. “Pyramid Sub-Contracting” is defined as the practice of a sub-contractor, to whom a sub-contract is originally awarded, sub-letting that contract or part thereof to another sub-contractor.

2. Provided that where a sub-contractor does not have the technical capacity to handle a specialist section of the contract and intends to engage a specialist sub-contractor to perform that work, that section may be re-let to a specialist sub-contractor.

3. Further provided that when a sub-contract is let for labour and material, a labour-only sub-contract may be let by the sub-contractor, but it is unacceptable as a principle for further labour-only sub-contracts to be re-let.

4. A bona fide sub-contractor is generally an employer of labour, save for a machine owner-operator.

5. Where a disagreement arises in relation to the definition or application of the term “Pyramid Sub-Contracting” the parties shall discuss and determine the issue in accordance with the agreement dispute resolution procedure. In any event of a disagreement, the matter shall be negotiated further between the parties or referred to the Western Australian Industrial Relations Commission. Whilst these procedures are undertaken no industrial action shall occur.

#### 16.—DISPUTE SETTLEMENT PROCEDURE

1. Disputes over any work related or industrial matter should be dealt with as close to its source as possible.

2. An employee or the union delegate should initially submit any work related grievance and/or industrial matter to the site foreperson, supervisor or other appropriate site representative of the company.

3. If the matter remains unresolved the union delegate may then submit the matter to the appropriate senior management person.

4. If still not resolved the delegate shall refer the matter to an appropriate official of the union, who shall discuss the matter with the nominated representative of the employer.

5. Whilst the above procedures are being followed work should continue as normal.

6. This procedure is to be followed in good faith and without unreasonable delay by any party.

7. Should the matter remain unresolved it shall be dealt with in one of the following ways as agreed to between the parties—

- referred to the Western Australian Industrial Relations Commission for conciliation and if required arbitration. The Commissions decision will be accepted by all parties subject to legal rights of appeal; or
- referred to a disputes board for determination; or
- referred to a private arbitrator agreed to between the parties, for determination.

8. This dispute settlement procedure does not apply to health and safety issues.

#### 17.—SAFETY DISPUTE RESOLUTION

1. The parties to this agreement are committed to the safe operation of plant and equipment, to the observance of safe working practices, and the provision by the employer and correct use of all personal protective equipment. The company recognises its responsibilities to provide a safe and healthy workplace.

2. In the event of any disagreements on the necessity to carry out any safety measure or modify, reinforce or reinstate any safety device whatsoever, the procedures set out in this clause will be adopted.

3. No person shall dismiss a safety complaint. Any complaint should be referred to the company safety officer or workers’ safety representative to be dealt with in accordance with the following procedures—

- (i) Where any employee becomes aware of an unsafe situation, that employee will immediately notify the company safety officer or the workers’ safety representative.
- (ii) The company safety officer and the workers’ safety representative will take immediate action to have the unsafe situation rectified.
- (iii) Should the company safety officer consider that no safety precautions are necessary, he/she will notify the workers’ safety representative accordingly as soon as possible.
- (iv) While there is disagreement on the ruling of the company safety officer, the company safety officer will arrange for the immediate transfer of all employees from the disputed area.
- (v) Should the company safety officer be of the opinion that no action is necessary and the worker’s safety representative disagrees, an appropriate inspector from Worksafe/Workcover will be requested to undertake an inspection of the disputed area for the purpose of resolving any such matter.
- (vi) If disagreement still exists the chief inspector or his/her nominee will be called in to assist in the resolution of the dispute.
- (vii) If no agreement can be reached between the parties the matter will be dealt with in accordance with the dispute resolution procedure of this agreement.
- (viii) Whilst the above procedure is being followed there will be no stoppage of work in respect of the matter being considered, except in the area alleged to be unsafe.

- (ix) It is accepted that safety considerations override normal work practices and depending on the degree of potential risk to persons on the job, or the general public, can override normal demarcation practices.

#### 18.—AMENITIES

1. The parties agree that it is the responsibility of the company to ensure that the amenities prescribed by the Award are provided as a minimum. Where, however, that standard is not maintained due to an action or event beyond the control of the company, the union agrees that the company should be allowed reasonable time in which to rectify the problem. If the company acts promptly to rectify the problem, there should be no interruption to work from industrial stoppages, bans and limitations.

2. In all instances, the following procedure shall be observed:

3. A uniformly high standard of amenities and facilities such as ablution blocks, change rooms, crib sheds, etc. shall be provided.

4. All Sheds shall be weatherproof and soundly constructed to an approved standard with sufficient windows and doors, adequate ventilation and lighting. They must have a floor above ground level and be lined on ceilings and walls.

5. Mess Shed/s fitted with fly screens are provided for exclusive use of workers and not for the storage of employers' equipment, tools and materials.

6. Shed/s shall provide not less than 0.75 square metres of floor space per person employed at any one time, provided that the area be not less than 4.65 square metres. Fixtures, other than tables and chairs, shall not be included when calculating floor space.

7. Where 5 or more persons are employed at one time, the floor area shall not be less than 9 square metres.

8. Adequate facilities are to be provided for warmth and for drying clothes eg. strip heaters.

9. Provided that 20 or more persons are employed on the site at any one time, the employer shall provide a separate shed or sheds for messing, which shall be of such dimension as to provide not less than 0.75 square metres of floor space per person.

10. Where less than 20 persons are employed on site, Regulation 3.20—Workplace Facilities of the Occupational Safety and Health Regulations 1996 shall apply to provisions of messing and changing facilities.

11. In the changing facilities, separate clothes-hanging facilities for each person employed are to be provided (coat hooks only to be used).

12. In the changing facilities, sufficient seating accommodation for the changing of work apparel is to be provided.

13. In the messing facilities, sufficient tables with fixed washable laminated or vinyl surface, and seating for the taking of meals, are to be provided.

14. Food warming facilities to be supplied, together with a supply of cool, clean water conveniently accessible, as well as boiling water at meal/rest breaks.

15. Receptacle for garbage with bin liner and rat and fly proof is to be supplied in mess area, and emptied regularly.

16. A washable vinyl floor surface in all facilities is to be provided.

17. Shelving is to be supplied in the mess shed for storage (cups, lunch bags, etc).

18. All facilities are to be cleaned and disinfected on a regular basis.

19. All mess sheds shall be supplied with reverse cycle air-conditioning.

20. Toilet blocks shall be soundly constructed and roofed with weatherproof material. The floor of each toilet shall be well-drained and constructed of concrete, bricks and cement, or other approved materials which shall be impervious to water. Every toilet shall be well lighted by natural or artificial light and shall be ventilated. Each toilet shall have a hinged door, capable of being fastened on the inside, lift seats/flaps and toilet paper.

21. Where practicable, toilets to be connected to sewerage before commencement of the job.

22. Toilet/urinal location to be conveniently accessible to employees, but not so close as to cause a nuisance to those persons.

23. Where necessary, portable water seal toilets of an approved standard are to be provided and regularly serviced.

24. Conveniently accessible toilets and urinals are to be distributed every 5th floor on multi-storey constructions.

25. Toilets and urinals are to be washed daily with disinfectant and kept in clean, hygienic condition.

26. Adequate washing facilities, suitably drained, and was basins/troughs are to be supplied with running water.

27. Soap and towels are to be supplied.

28. The following toilet/urinal ratio shall be applied in respect to all employees—

Employees	Toilets	Urinals
1—5	1	Nil
6—10	1	1
11—20	2	2
21—35	3	4
36—50	4	6
51—75	5	7
76—100	6	8

NB. For each additional 20 persons or part thereof up to 200 persons or part thereof up to 200 persons, one additional urinal and one additional toilet is required. For each additional 35 persons or part thereof in excess of 200 persons, one additional urinal and one additional toilet is required. If a slab urinal is provided, each 600mm shall be regarded as one urinal.

#### 19.—TRAINING AND RELATED MATTERS

1. A training allowance of \$13.00 per week per worker shall be paid by the employer to the Union Education and Training Fund. This shall increase to \$14.00 per week on 1 November 2000 and a further increase to \$15.00 per week on 1 November 2001.

2. Subject to all qualifications in this clause, an employee shall, upon application in writing to and with approval of the employer, be granted leave with pay each calendar year pro-rata to attend courses conducted or approved by the NBCITC. The employers approval shall not be unreasonably withheld.

The application for leave shall be given to the employer at least two weeks in advance of the date of commencement of the course.

The time of taking leave shall be arranged so as to minimise any adverse effect on the employer's operations. The onus shall rest with the employer to demonstrate an inability to grant leave where an employee is otherwise entitled.

An employer shall not be liable for any additional expenses associated with an employee's attendance at a course other than payment of ordinary time earnings for such absence.

For the purpose of this clause ordinary time earnings shall be defined as the agreement classification rate.

Leave of absence granted pursuant to this clause shall count as service for all purposes of this agreement.

3. The Company will actively encourage employees to seek formal recognition of their skills (recognition of prior learning), and will allow leave as per (2) above for such purposes including but not limited to securing Tradesmen's Rights Certificates.

#### 20.—DRUG & ALCOHOL, SAFETY & REHABILITATION PROGRAM

The parties are committed to the Drug and Alcohol, Safety and Rehabilitation program as outlined in Appendix A—Drug and Alcohol, Safety and Rehabilitation Program.

#### 21.—CLOTHING AND SAFETY FOOTWEAR

1. The following items will be supplied to each employee by the Company, upon the completion of five working days.

- 1 pair safety boots, to be replaced on a fair wear and tear basis.
- 2 T-shirts with collars, and will be replaced on a fair wear and tear basis.
- 1 bluey jacket for each employee employed during the period 1 April to 31 October. (One issued per year)

2. The Company will also make available to each employee, when requested by them, sun screen lotion and sun brims to fit over safety helmets.

#### 22.—INCOME PROTECTION

The Company agrees to insure employees covered by this Agreement for injury and sickness. The scheme is to be negotiated between the parties

#### 23.—ACCIDENT PAY

1. The Company agrees to pay each employee accident pay where the employee receives an injury for which weekly payments or compensation are payable by or on behalf of the Company pursuant to the provisions of the Workers' Compensation and Rehabilitation Act 1981, as amended.

2. "Accident Pay" means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the Workers Compensation and Rehabilitation Act and the employee's ordinary wage under this Agreement.

3. The Company shall pay accident pay during the incapacity of the employee arising from any one injury for a total of 39 weeks whether the incapacity is in one continuous period or not.

#### 24.—UNION MEMBERSHIP

The employer will encourage, as far as possible, all employees covered by the agreement, to be financial members of the Unions.

#### 25.—Y2K

On the following key dates the Company will issue written records of accrued entitlements to each employee. The accrued entitlements will include annual leave, sick leave, any accruing productivity bonuses, redundancy payments and Superannuation payments and also on each employees anniversary date—

- 31 December 1999
- 28 February 2000
- 31 December 2000
- 28 February 2001

#### 26.—SIGNATORIES

##### BLPPU

K REYNOLDS

Date: 7/8/2000

##### CMETU

J. McDONALD

Date: 4/8/2000

**The Company:**

.....

Signature

Date: 3/8/2000

**Company Seal**

AUBREY LOUIS JONES

Print Name

#### APPENDIX A—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

##### 1. PRINCIPLE

People dangerously affected by alcohol, and/or drugs are a safety hazard to themselves and all other persons in the workplace.

##### 2. FOCUS

- Site safety and the involvement of the site safety committee
- Peer intervention and support
- Rehabilitation

##### 3. WORKPLACE POLICY

a) A person who is dangerously affected by drugs or alcohol will not be allowed to work until that person can work in a safe manner.

b) The decision on a persons ability to work in a safe manner will be made by the safety committee, or on projects with no safety committee, by a body of at least equal numbers of employee/employer representatives.

c) There will be no payment of lost time to a person unable to work in a safe manner.

d) If this happens 3 times the worker shall be given a written warning and made aware of the availability of treatment/counselling. If the worker refuses help he/she may be transferred/dismissed the next time he/she is dangerously affected.

e) For the purposes of disciplinary action a warning shall be effective for a period of 12 months from the date of issue.

f) A worker having problems with alcohol and or other drugs—

- Will not be sacked if he/she is willing to get help.
- Must undertake and continue with the recommended treatment to maintain the protection of this program.
- Will be entitled to sick leave or leave without pay while attending treatment.

#### 4.—IMPLEMENTATION

To assist with the adoption and implementation with this policy the company will—

- a) Clearly state its endorsement of the BTG Drug and Alcohol program and comply with it.
- b) Provide access at an agreed time and venue for a representative of the BTG Drug and Alcohol Program to address a meeting of employees to discuss and endorse the program.
- c) Authorise the attendance of appropriate company personnel eg. Safety delegate/officer, safety committee members, union delegate, consultative committee members(s) at the two hour BTG Drug and Safety in the Workplace training course.

#### APPENDIX B—SITE ALLOWANCE

1. This agreement is between the parties to this agreement and shall apply to construction work undertaken by principal contractors who are engaged in the commercial/industrial sector of the building industry in the state of Western Australia within a 50km radius of the Perth General Post Office.

2. This agreement provides for a site allowance to be paid to employees engaged on particular building projects, and for such site allowance to be paid in addition to the wage rates and allowances prescribed by the award as well as any industrial or certified agreements made in conjunction with the award which does not prescribe a site allowance.

3. The site allowance payable under this agreement is to be paid at a flat rate per hour for all hours worked to compensate for all special factors/disabilities on the project and in lieu of all award special rates, with the exception of rates relating to the lifting of heavy blocks, cleaning down brickwork and the use of explosive powered tools which will be payable to an employee when he/she encounters that particular disability.

##### 4. Site Allowance Formula

At the commencement of a project the particular site allowance to apply shall be determined in accordance with the following formula—

##### 4.1 Projects Located Within Perth C.B.D. (as defined)

New Work

Project Contractual Value	Site Allowance
Up to \$520,000	NIL
Above \$520,000 to \$2.17 m	\$1.90
Above \$2.17m to \$4.55m	\$2.25
Over \$4.55m	\$2.85

Renovations, Restorations and/or Refurbishment Work

Project Contractual Value	Site Allowance
Up to \$520,000	NIL
Above \$520,000 to \$2.17m	\$1.70
Above \$2.17m to \$4.55m	\$1.90
Over \$4.55m	\$2.45

##### 4.2 Projects Located Within West Perth (as defined)

New Work

Project Contractual Value	Site Allowance
Up to \$520,000	NIL
Above \$520,000 to \$2.17 m	\$1.70
Above \$2.17m to \$4.55m	\$1.90
Over \$4.55m	\$2.45

Renovations, Restorations  
and/or Refurbishment Work

<u>Project Contractual Value</u>	<u>Site Allowance</u>
Up to \$520,000	NIL
Above \$520,000 to \$2.17m	\$1.60
Above \$2.17 m to \$4.55m	\$1.80
Over \$4.55m	\$2.05

The site allowance on projects which are a combination of new and renovation work shall be governed by the majority of work involved. For example, where the majority of work is new work, then the site allowance appropriate to new work shall be paid for all employees on the project.

**4.3 Projects within 50 km radius of Perth G.P.O. but not including the C.B.D. or West Perth (as defined)**

<u>Project Contractual Value</u>	<u>Site Allowance</u>
Up to \$1 m	NIL
Above \$1 m to \$2.17 m	\$1.30
Above \$2.17m to 6m	\$1.60
Above \$6m to \$11.98m	\$1.85
Above \$11.98m to \$24.43m	\$2.05
Above \$24.43m to \$60.5m	\$2.35
Over \$60.5m	\$2.55

**“C.B.D.”**—Central Business District shall mean the area bounded by the Swan River South, Swan River East to Nile Street running into Wittenoom Street, Hill Street to Royal Street, Royal Street to Lord Street, Lord Street to Newcastle Street, along Newcastle Street to the Freeway, the Freeway South to the Perth-Fremantle railway line, along the Perth-Fremantle railway line to Dyer Street, Dyer Street through to Havelock Street, Havelock Street to Kings Park Road, Kings Park Road to Fraser Avenue, Fraser Avenue projected through to the Swan River.

**“West Perth”**—shall mean the area contained within the boundaries formed by Thomas Street, Kings Park Road, Havelock Street, Dyer Street and the Perth-Fremantle railway line back to Thomas Street.

**Boundary roads:** If a road borders between two regions in which site allowances are to be paid as per this agreement, the parties confirm that one side of such a boundary road will be deemed to fall in one region and the other side of the boundary road will be deemed to fall in the other region. For example, the eastern side of Havelock Street will be in the “CBD” and the western side of Havelock Street shall be in “West Perth”.

**“Project Contractual Value”**—shall be deemed to mean the value of all tendered work which falls under the scope of the principal contractor’s contract.

5. The site/project allowance and project contractual value detailed in this agreement shall be adjusted on 1 October each year by the total C.P.I. movements for Perth during the preceding four quarters ending 30 June and accordingly, the site allowance amounts shall be adjusted up or down to the nearest five cents.

6. Project contractual values shall be subject to review at any renewal of this agreement, but in any event shall not be adjusted by a percentage less than the total CPI movements for Perth during the preceding four quarters ending 30 June. Such adjustment being to the nearest \$10,000.

7. The agreed site allowance once set pursuant to this agreement shall be recorded in a site agreement to which the applicable principal contractor and the Union will be signatories. The level of allowance once nominated at the commencement of the project will continue without change until completion of the project.

8. It is acknowledged that on certain projects a site agreement may be entered into between the principal contractor and the building trades group of unions for that project that may include matters regularly addressed within the industry, such as, but not limited to, the following—

- Disputes Procedures
- Occupational Health and Safety Procedures
- Demarcation Procedures
- First Aid Provisions and On-Site Amenities

and the unions will not unreasonably refuse to continue to discuss such matters if raised by the principal contractor.

9. This agreement does not apply to resource development projects or civil and engineering projects.

10. Where a dispute arises as to the application of the terms of this agreement, if the issue cannot be resolved in discussions between the parties, it is agreed that the matter will be referred to the appropriate industrial tribunal for resolution without recourse to industrial action.

11. It is a term of this agreement that all site allowance agreements entered into prior to this date will be honored by all parties and will continue to apply for the life of the particular project.

12. Where because of a condition of contract the principal contractor is required not to allow for a site allowance, before final application of this agreement, discussions will be held between the parties with a view to resolving any problems that may arise as a result of this situation.

**13. Productivity Allowance**

In return to increase productivity and/or timely completion of projects it is agreed that a productivity allowance of \$1.00 per hour worked shall be paid to employees engaged upon projects in excess of \$10 million, or such other sum as agreed. The productivity allowance may be accumulated and paid at the end of the project.

**14. Structural Frame Allowance**

It is agreed that a structural frame allowance of \$1.00 per hour all purpose shall be paid to all employees engaged upon projects (new construction only) which exceed two stories in height or building where the structure exceeds 10 metres in height (excluding spires, flagpoles and the like).

**15. Provision of Canteen**

It is agreed that canteen accommodation shall be provided where a project exceeds \$35 million in values and where the operation of the canteen is financially self supporting in respect of consumables. Canteen to come into operation when on site manning levels exceed 50 and to cease when manning levels reduce to below 50.

**16. Provision of Nurse**

It is agreed that a qualified nurse shall be engaged where the forecast long term staffing levels for a project exceed 100 (one hundred) or when actual numbers exceed 100 notwithstanding that forecasts may have been below that level. The nurse shall commence duties when staffing levels reach (fifty) and shall terminate when levels reduce to 50 (fifty). The requirement for a provision of a nurse shall be waived if the project is adjacent to a hospital with a public emergency department.

17. This agreement shall only apply to building contracts entered into on or tendered for on or after 1 January 1999.

**18. Application to Apprentices**

The rates prescribed in this agreement shall apply to all apprentices commencing employment after 31 December 1997 in the same proportion as the percentage of a tradesperson’s wage rate as prescribed by the appropriate award or Enterprise Bargaining Agreement, being

1st year	42%
2nd year	55%
3rd year	75%
4th year	88%

**METROPOLITAN CEMETERIES BOARD  
ENTERPRISE AGREEMENT 2000.**

**No. PSA AG 58 of 2000.**

**2000WAIRC 00582**

WESTERN AUSTRALIAN  
INDUSTRIAL RELATIONS COMMISSION.

**PARTIES** CIVIL SERVICE ASSOCIATION OF  
WESTERN AUSTRALIA  
INCORPORATED v. CHIEF  
EXECUTIVE OFFICER,  
METROPOLITAN CEMETERIES  
BOARD

**CORAM** SENIOR COMMISSIONER G L  
FIELDING

**DELIVERED** MONDAY, 11 SEPTEMBER 2000

**FILE NO/S** PSA AG 58/2000

**Result** Agreement registered

**Representation**

**Applicant** Ms S K Newby as agent

**Respondent** Ms C M Baldwin as agent

*Order.*

HAVING heard Ms S K Newby as agent on behalf of the Applicant and Ms C M Baldwin as agent on behalf of the Respondent, and, by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act 1979, hereby orders—

THAT the agreement made between the parties lodged in the Commission on 30 August 2000 entitled Metropolitan Cemeteries Board Enterprise Agreement 2000 and as subsequently amended by direction of the Commission be registered in the terms of the following Schedule as an industrial agreement in replacement of the Metropolitan Cemeteries Board Enterprise Bargaining Agreement 1998 PSA AG 75 of 1998 which is hereby cancelled.

(Sgd.) G. L. FIELDING,  
Senior Commissioner/  
Public Service Arbitrator.

[L.S.]

SCHEDULE.

1—TITLE

This Agreement shall be known as the *Metropolitan Cemeteries Board Enterprise Agreement 2000* and replaces the Metropolitan Cemeteries Board Enterprise Bargaining Agreement 1998 PSA AG 75 of 1998.

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Definitions
4. Parties To The Agreement
5. Scope Of Agreement
6. Relationship To Parent Awards And Agreements
7. Date And Operation Of The Agreement
8. No Further Claims
9. Single Bargaining Unit
10. Corporate Direction
11. Objectives Of The Agreement
12. Implementation Of Agreement
13. Ongoing Enhancement To Workplace Reform
14. Continuous Improvement And Measurement
15. Availability Of Agreement
16. Workplace Flexibility
17. Salaries
18. Period Of Probation
19. Hours
20. Part Time Employment

21. Public Holidays
22. Annual Leave
23. Annual Leave Loading
24. Long Service Leave
25. Sick Leave
26. Family Support Leave
27. Parental Leave
28. Bereavement Leave
29. Effect Of Agreement On Accrued Entitlements
30. Salary Overpayments
31. Workplace Flexibility Allowance
32. Travel Allowance
33. After Hours Training
34. Dispute Resolution Procedures
35. Signature Of Parties To The Agreement Signed For and On Behalf Of The Parties To This Agreement

Appendix

1. Salaries
2. Productivity Model
3. Workplace Flexibility Policy
4. Flexible Working Hours Policy

3.—DEFINITIONS

In this Agreement the following expressions shall have the following meaning—

“Agreement” means *The Metropolitan Cemeteries Board Enterprise Agreement 2000*.

“Board organisation” means Metropolitan Cemeteries Board.

“calendar year” means 1 January to 31 December, inclusive

“Chief Executive Officer” means the Chief Executive Officer and General Manager, Metropolitan Cemeteries Board.

“CSA” means Civil Service Association of Western Australia Incorporated.

“Employee” means for the purpose of this Agreement, someone who is referred to at Clause 5—Scope of the Agreement.

“Employer” means the Metropolitan Cemeteries Board.

“GOSAC Award” means *Government Officers Salaries, Allowances and Conditions Award 1989*.

“Government” means the State Government of Western Australia.

“Minister” means the Minister of the Crown responsible for the administration of the Metropolitan Cemeteries Board.

“Parties” means the employer and the Union referred to in Clause 4 *Parties to the Agreement* in this Agreement.

“Previous Agreements” means the Metropolitan Cemeteries Board and CSA *Enterprise Bargaining Agreement 1998* and *Enterprise Bargaining Agreement 1996*.

“SBU” means the Single Bargaining Unit.

“Temporary deployment” means a deployment of two working weeks or less.

“Union” means the union and association listed in Clause 4—Parties to the Agreement.

“WAIRC” means the Western Australian Industrial Relations Commission.

4.—PARTIES TO THE AGREEMENT

4.1 The parties to this Agreement are the Metropolitan Cemeteries Board and the Civil Service Association of Western Australia Incorporated.

4.2 Each party to this Agreement expressly accepts that its terms and conditions bind them for the duration of the Agreement. As at the date of registration the number of employees subject to this Agreement is expected to be a total of 9.

5.—SCOPE OF AGREEMENT

5.1 This Enterprise Agreement shall apply to all Metropolitan Cemeteries Board employees, including Senior Executive Service employees, who are members of, or eligible to be members of, the Civil Service Association of Western Australia Incorporated.

## 6.—RELATIONSHIP TO PARENT AWARDS AND AGREEMENTS

6.1 This Agreement shall be read in conjunction with the Government Officers Salaries, Allowances and Conditions Award 1989 which applies to the parties bound to this Agreement.

6.2 In the case of any inconsistencies, this Agreement shall have precedence to the extent of those inconsistencies. Where the Agreement is silent the Award applies.

## 7.—DATE AND OPERATION OF THE AGREEMENT

7.1 This Agreement shall operate from the date on which this Agreement is registered in the Western Australian Industrial Relations Commission (WAIRC) under the terms of Section 41 *Industrial Agreements* of the Industrial Relations Act 1979.

7.2 The Agreement will operate for two years from date of operation.

7.3 Negotiations between the parties for renewal of this Agreement or for formation of a new Agreement will commence no later than six (6) months prior to the expiry date of this Agreement.

7.4 The parties agree to continue this Agreement until it is replaced by a further Agreement. Changes to the base pay rates arising from this Agreement will continue to apply in the absence of any further Agreement, providing the broad principles of this Agreement continue to be implemented (except where the GOSAC Award rate is higher in which case the Award rates shall apply).

7.5 Subject to Section 41 *Industrial Agreements* (6) and (7) of the Western Australian Industrial Relations Act 1979, either party can withdraw from the Agreement upon its expiry.

## 8.—NO FURTHER CLAIMS

8.1 The parties to this Agreement undertake that for the duration of the Agreement there shall be no further salary increases sought or granted except for those provided under the terms of this Agreement.

8.2 This Agreement shall not operate so as to cause an employee to suffer a reduction in ordinary time earnings.

## 9.—SINGLE BARGAINING UNIT

9.1 This Agreement has been negotiated through a Single Bargaining Unit (SBU). The SBU comprised representatives from the Metropolitan Cemeteries Board and the CSA.

## 10.—CORPORATE DIRECTION

### 10.1 Vision and Mission

Employees covered by this Agreement are committed to implementing the Metropolitan Cemeteries Board's Vision and Mission—

- The Vision of the Metropolitan Cemeteries Board is—  
Compassion, Respect, Understanding
- The Mission of the Metropolitan Cemeteries Board is—  
To Provide Quality Services and Facilities for Burials, Cremations and Commemoration.

In support of the Vision and Mission, the Board is committed to the achievement of organisational goals.

### 10.2 Values

The Values of the Metropolitan Cemeteries Board are—

- Striving for customer service EXCELLENCE through continuous assessment, innovation and improvement;
- Acting ethically, with INTEGRITY, professionalism and courtesy;
- A safe and caring workplace where people can achieve with PRIDE;
- TRUSTING, SUPPORTING AND CO-OPERATING with each other and the community;
- Caring for our ENVIRONMENT, past, present and future.

These Values outline the expected behaviour of all employees at the Board and employees are encouraged to challenge

colleagues when these values are overlooked in work interactions.

### 10.3 The Board's Relationship with Employees

Employees are recognised by the Metropolitan Cemeteries Board as its most important asset. The Metropolitan Cemeteries Board is a people powered organisation whose product and services are for people.

The Board is committed to employing good employee relationship strategies to ensure that it has the right people, in the right jobs and with the right environment. Every employee of the Board has a responsibility for ensuring good employee relationships.

To this end, the Board's vision for its relationship with its employees is—

- To provide a workplace where people are supported to achieve their potential; and
- To employ people who—
  - Are professional, compassionate and caring;
  - Are enthusiastic and energetic in doing their jobs;
  - Understand, and are committed to, what is needed from their jobs; and
  - Understand the importance of, and are committed to, providing quality services to a diverse client base.

## 11.—OBJECTIVES OF THE AGREEMENT

11.1 The aim of this Agreement is to continue and enhance the program of workplace reform commenced in previous Agreements and to assist the positioning of the Board for a more competitive and commercial future.

11.2 The specific objectives of this Agreement are the continuation of and enhancement to—

- employee commitment to the achievement of the Metropolitan Cemeteries Board's Mission and Vision;
- employee commitment and contribution to specific initiatives to improve the overall flexibility, quality, efficiency, effectiveness and productivity of the Metropolitan Cemeteries Board;
- developing and implementing workplace improvements through a process of continuous improvement and performance measurement;
- employee involvement in decision making and control over their work environment;
- a strong focus on satisfying internal and external customer requirements;
- ensuring delivery of quality service and facilities in the public interest;
- positioning the Board for a more competitive and commercial future by providing and ethically marketing services and facilities;
- promoting an organisation culture that values flexibility, cooperation, trust and motivation;
- improving the quality of working life for Metropolitan Cemeteries Board employees and providing greater flexibility to balance work and personal responsibilities; and
- sharing the benefits of productivity improvements achieved through this Agreement between the Metropolitan Cemeteries Board and its employees.

## 12.—IMPLEMENTATION OF AGREEMENT

12.1 The Workplace Consultative Committee is responsible for overseeing implementation of this Agreement and for assisting with the identification of areas of potential performance improvement. This Committee consists of both management and employee representation.

12.2 Management, employees and the Workplace Consultative Committee will participate in monitoring the effectiveness of the Agreement and will bring to the attention of the parties any shortcomings in the timing and nature of workplace reforms or their achievement arising out of the Agreement.

### 13.—ONGOING ENHANCEMENT TO WORKPLACE REFORM

#### 13.1 Continuation and/or enhancement to Workplace Reform Initiatives

(a) The employees covered by this Agreement recognise that the principles of best practice should be adopted in the workplace. They agree that best practice is a process of achieving exemplary levels of performance and constantly changing and adapting to new pressures.

(b) They agree to the continuation of and enhancement to the program of workplace change commenced in the previous Agreements with improvements based on the following—

- understanding and measuring customer needs
- benchmarking
- continuous quality improvement
- multi-skilled workforce
- flexible workforce committed to change
- employee involvement

(c) The strategies and initiatives commenced in the previous Agreements and those introduced over the life of this Agreement will impact significantly on work practices, customer service and employee satisfaction.

(d) The employees covered by this Agreement agree to aim to achieve the initiatives outlined in the Productivity Model attached at Appendix 2. This Productivity Model reflects the various contributions that all employees make towards the achievements of the Metropolitan Cemeteries Board.

#### 13.2 Strategic and Business Planning

The employees covered by this Agreement commit to the progressive implementation of Strategic and Business Planning during the life of this Agreement. In particular, the employees will—

- (a) familiarise themselves with the content of the Strategic Plan and positively participate in any reviews of this Plan;
- (b) participate as required in the development and review of annual Business Plans;
- (c) commit to the agreed Business Plan and participate willingly to achieve the outcomes of the Plan;
- (d) willingly participate in the Board's Training and Planning System (TAPS), linked to Strategic and Business Plans; and
- (e) suggest improvements to the Strategic and Business Planning processes that will improve both efficiency and effectiveness of the Metropolitan Cemeteries Board.

### 14.—CONTINUOUS IMPROVEMENT AND MEASUREMENT

14.1 The Metropolitan Cemeteries Board is a self-funded, government trading enterprise. The Board has a focus on outcomes and is committed to achieving its organisational goals.

14.2 The parties agree that the measurement and monitoring of continuous improvement provides critical feedback on the achievements of the organisation to management, employees and other relevant stakeholders.

### 15.—AVAILABILITY OF AGREEMENT

15.1 Every employee shall upon request to the employer be entitled to a copy of this Agreement. In addition, a copy or copies of this Agreement will be kept in an easily accessible place or places within the agency, and the location of the copies will be clearly communicated to all employees.

15.2 A copy of this Agreement will also be made available on the Board's Intranet.

### 16.—WORKPLACE FLEXIBILITY

16.1 The Chief Executive Officer may deploy an employee to perform duties within any work area and at any work site of the Metropolitan Cemeteries Board that are within the limits of the employee's skills.

16.2 Such deployment of employees will be subject to—

- operational requirements of the Board;
- competence and training of the employee;
- safety and health requirements.

16.3 Employees will be provided with notice and an upfront estimate of the length of any temporary move. It will be expected that an employee will return to their substantive position after the temporary placement.

16.4 For temporary deployment, reasonable reimbursement of additional costs are recognised through the provision of a Workplace Flexibility Allowance. This Allowance and eligibility for the Allowance is detailed in Clause 31 *Workplace Flexibility Allowance*.

16.5 Employees may be required to be permanently transferred to an alternative position within the Metropolitan Cemeteries Board to reflect changing business needs and work practices. The transferring of employees will occur with employee consultation. Consultation means information sharing with employees contributing in fact to the decision making process. The decision will comply with the Transfer Standard as documented by the Public Sector Standards Commissioner.

16.6 *Appendix 3* provides the *Workplace Flexibility Policy*.

### 17.—SALARIES

17.1 From the date of registration, employees covered by this Agreement shall be paid the salaries as contained in Column A of Appendix 1. These salaries represent a 3% increase on the rates in the Metropolitan Cemeteries Board Enterprise Bargaining Agreement 1998.

17.2 An increase of up to 3% shall be payable twelve months after the date of registration of the Agreement based on the achievement of targets for 2000/01. The size of the salary increase paid will be determined by the Productivity Model at Appendix 2 of this Agreement.

17.3 If the Total Score achieved is such that the salary increase calculated by the Model is less than 3%, then the parties will determine if there was any net revenue generated during 1999/00, attributable to the productivity of the employees, that was not reflected in the up front salary increase of 3% paid under this Agreement. The Board will review and adjust, if appropriate, the salary increase determined by the Productivity Model for 2000/01 to reflect any such unrewarded net revenue increase, provided this second salary increase payable is no more than 3%.

### 18.—PERIOD OF PROBATION

This clause replaces Clause 7.—Contract of Service, subclause (1) of the Government Officers Salaries, Allowances and Conditions Award, 1989.

18.1 Every new employee appointed to the Metropolitan Cemeteries Board, unless being transferred from another Western Australian public sector agency following at least three months continuous satisfactory service immediately prior to their permanent employment, shall be on probation for a period not exceeding three (3) months, unless otherwise determined by the Chief Executive Officer.

18.2 At any time during the period of probation, the Chief Executive Officer may annul the appointment and terminate the services of the employee by the giving of one weeks notice or payment in lieu thereof.

18.3 Prior to the expiry of the period of probation, the Chief Executive Officer shall have a report completed in respect to the employee's level of performance, efficiency and conduct, and—

- (a) annul the appointment, or
- (b) confirm the permanent appointment, or
- (c) extend the period of probation by up to three (3) months, to a maximum period of probation of six (6) months.

18.4 Where the employer extends the period of probationary employment the contract of employment may be terminated as set out in subclause 18.2.

18.5 A period of fixed term employment may reduce the period of probation specified in Clause 18.1, provided that—

- (a) this fixed term employment was in a similar position and same classification level as that of the permanent employment; and
- (b) the period of probation shall only be reduced by the length of any fixed term employment with the Board that ceased within seven (7) calendar days of the new offer of permanent employment.

## 19.—HOURS

Hours of work should be flexible to reflect greater customer service, optimum productivity, project and seasonal variances and the needs of the Metropolitan Cemeteries Board and its employees.

This Clause replaces Clause 16—Hours, of the Government Officers Salaries, Allowances and Conditions Award 1989

19.1 The standard work hours undertaken by employees will be 38 hours per week, averaged over a four (4) week period.

19.2 Employees classified Level 6 (GOSAC) and above are required to work the hours necessary to do their job, and, in their case, 38 hours per week is the minimum amount to be worked.

19.3 Employees classified Level 5 (GOSAC) and below are eligible, subject to agreement by their manager, to work flexi-time as detailed in the Metropolitan Cemeteries Board's *Flexible Working Hours Policy, Appendix 4*. This policy shall not be varied or replaced for the life of the Metropolitan Cemeteries Board Enterprise Agreement 2000, except as agreed between the parties to this Agreement.

19.4 No additional penalties will be attracted by employees working under the Metropolitan Cemeteries Board's *Flexible Working Hours Policy*.

19.5 Employees classified Level 6 and above may not work a formal "flexitime" arrangement, but may have flexible starting and finishing times, to be negotiated with the Chief Executive Officer.

19.6 If an employee classified Level 6 and above is working a considerable amount of time in addition to the 38 hours per week, the Chief Executive Officer may, at his discretion, grant a day in lieu for the additional time worked. This recognition in terms of time worked is not a right and will be dealt with on a case by case basis. Additional hours worked by employees in this category cannot be accrued or 'cashed in'.

19.7 The start and finishing times for employees will be flexible and responsive to customer needs and the operational requirements of the Board. The actual span of hours an employee may work is defined in *Appendix 4*.

19.8 The ordinary opening hours of the Board will be between 8.00am and 5.00pm, Monday to Friday.

19.9 If the Board wishes to vary the opening hours of the Metropolitan Cemeteries Board, it will give one month's notice in writing to the area and/or employee to be affected by the change.

19.10 The continuing operation of flexible working hours will depend on the Board being satisfied that the efficient functioning of the organisation is being enhanced by its operation.

19.11 Flexitime is not a right but a privilege. The Chief Executive Officer may revoke an employee's eligibility to work flexitime—

- where it is considered that such an arrangement is contrary to the ability of the Board to meet its operational requirements; or
- where flexitime has been misused; or
- as part of problem performance management; or
- as part of disciplinary procedures.

19.12 Where such approval is revoked as outlined in subclause 19.11, the employee will work a standard number of hours per day in order to meet the requirement to work 38 ordinary hours per week. This shall be worked in a manner consistent with that which existed prior to the implementation of this Agreement, whereby the employee works 152 hours over a 19 day working cycle.

19.13 For the purposes of leave, time taken for training, public holidays and public service holidays a day shall be calculated as 7 hours and 36 minutes.

19.14 Where study leave as provided in Clause 25—Study Leave of the Government Officers Salaries, Allowances and Conditions Award 1989 has been approved, credits will be given for education commitments provided in that clause and for which leave is necessary to allow for attendance at formal classes.

## 20.—PART TIME EMPLOYMENT

This Clause replaces Clause 9—Part Time Employment of the Government Officers Salaries, Allowances and Conditions Award 1989.

## 20.1 Definition

Permanent part time employment is defined as regular and continuing employment for less than the standard ordinary hours in any week. Any employee engaged on a permanent part time basis must be engaged for a minimum of 4 hours at any one time.

## 20.2 Part-Time Arrangement

Each part-time arrangement shall be confirmed in writing and shall include the agreed status of the arrangement, i.e. permanent or fixed term, and the agreed hours of duty in accordance with subclause (3) of this Clause. If the status of the arrangement is fixed term, then the period of the arrangement is to be detailed.

## 20.3 Conversion to or from part-time

- (a) The conversion of a full-time employee to part-time employment can only be implemented with the written consent or by written request of that employee.
- (b) An employee may be granted conversion to part-time work for a defined period of time or permanently.
- (c) Conversion of a full time employee to a fixed period of part-time work will require the approval of the Chief Executive Officer with respect to the terms of the arrangement, the length of the arrangement and the right of reversion of the employee to full time work. Such approval will be given on a case by case basis.
- (d) Conversion of permanent part-time employees to work full time can only be achieved—
  - by employees successfully applying for vacant full time positions with the Board; or
  - with the approval of the Chief Executive Officer transferring the employee to a suitable position at the same classification level or one at a lower level; or
  - if the initial period of part-time employment was for a period of one year or less, the employee may revert to his/her previous position, or an equivalent position, no later than the expiry date of the arrangement.
- (e) Conversion to or from part-time work is subject to the operations of the Board not being disrupted unduly and appropriate work, for the classification and experience of the employee, being available.

## 20.4 Hours of Duty

- (a) The parameters for the working of permanent part-time employment shall be consistent with the Metropolitan Cemeteries Board's *Flexible Working Hours Policy, Appendix 4*.
- (b) Actual hours worked are to be mutually agreed to between the employer and the employee, provided that the employer shall not vary the employee's total average weekly hours of duty without the employee's prior written consent.
- (c) There may be exceptional reasons for temporary variations to an employee's working hours. Since the usual reasons for seeking part-time employment are because of other commitments, any variations must be agreed to by the part-time employee and confirmed in writing by the Human Resources Manager.
- (d) Additional hours worked, up to a total of 38 hours per week, are also regarded as an extension of the contract and should be paid at the normal rate.

## 20.5 Salary and Annual Increments

- (a) An employee who is employed on a part-time basis shall be paid a proportion of the appropriate full-time salary dependent upon time worked. The salary shall be calculated in the following manner—

$$\frac{\text{Hours worked per fortnight}}{76} \times \frac{\text{full time fortnightly salary}}{1}$$

- (b) A part-time employee shall be entitled to annual increments in accordance with the Government Officers Salaries, Allowances and Conditions Award 1989 (Clause 12—Annual Increments)

## 20.6 Leave

- (a) A part-time employee shall be entitled to the same leave and conditions prescribed in this Agreement and in the award for full time employees on a proportional basis.
- (b) Payment to an employee proceeding on accrued annual leave and long service leave shall be calculated on a pro rata basis having regard for any variations to the employee's ordinary working hours during the accrual period.
- (c) Sick leave and any other paid leave shall be paid at the current salary, but only for those hours or days that would normally have been worked had the employee not been on such leave.

## 20.7 Holidays

A part-time employee shall be allowed the prescribed Public Holidays without deduction of pay in respect of each holiday which is observed on a day ordinarily worked by the part-time employee.

## 21.—PUBLIC HOLIDAYS

This Clause replaces Clause 20 of the Government Officers Salaries, Allowances and Conditions Award 1989—

- 21.1 The following days will be observed as holidays with pay—

New Year's Day; Australia Day; Labour Day; Good Friday; Easter Monday; Anzac Day; Foundation Day; Sovereign's Birthday; Christmas Day and Boxing Day.

- 21.2 When any of the days mentioned in subclause 21.1 fall on a Saturday or Sunday, the holiday will be observed on the next succeeding Monday.

- 21.3 When Boxing Day falls on a Sunday or Monday, the holiday will be observed on the next Tuesday.

- 21.4 In each case detailed in subclause 21.2 and 21.3 the substituted day will be a holiday without deduction of pay and the day for which it is substituted shall not be a holiday.

- 21.5 When an employee is absent on leave without pay or sick leave without pay any day observed as a holiday on a day falling during such absence shall not be treated as a paid holiday. When an employee is absent on workers compensation, the provisions of Section 81 of the Workers' Compensation and Rehabilitation Act 1981 shall apply. Where the employee is on duty or is available on the whole of the working day immediately following a day observed as a holiday as prescribed in this Clause, the employee shall be entitled to be paid for such holiday.

## 21.6 Public Service Holidays

- (a) Employees are entitled to take two public service holidays in lieu of Easter Tuesday and the extra day after New Years Day. Both days are to be used within the same calendar year and are to be taken on or after they become due. This entitlement cannot be accrued.
- (b) Where a public service holiday falls on a public holiday, the employee shall still be entitled to take a day in lieu in respect of the public service holiday.
- (c) It is the responsibility of managers and employees to ensure that any days in lieu are taken within the required time frames.

- 21.7 This Clause does not apply to casual employees.

## 22.—ANNUAL LEAVE

Notwithstanding Clause 19—Annual Leave of the Government Officers Salaries, Allowances and Conditions Award 1989—

## 22.1 Definitions

Accrued leave—is the leave an employee is entitled to from a previous qualifying year.

Pro-rata leave—is the proportion of leave that an employee is entitled to in the current qualifying year.

## 22.2 Entitlement—

- (a) Each employee is entitled to four weeks paid leave (152 hours for full time employees) for each year of service. Annual leave shall be calculated on a calendar year basis commencing on January 1 in each year (credit year).
- (b) An employee who commences with the Metropolitan Cemeteries Board after 1 January in any year is entitled to pro-rata annual leave for that year.
- (c) For leave accrued under this Agreement, leave accrual will be calculated on a calendar day basis.
- (d) Employees shall take a minimum of two weeks annual leave in each credit year, except in special circumstances as approved by the Chief Executive Officer.

## 22.3 Payment in lieu of entitlement

- (a) An employee may apply to receive payment for annual leave, accrued up until 31 December 1999, rather than take the leave as time off work. In such circumstances, the amount of payment will be the dollar value of the leave had it been taken at the time payment is received. Applications for payment under this sub clause have a deadline and close six months after the date of operation of this Agreement.
- (b) During the life of this Agreement, the Chief Executive Officer, at his discretion, may approve of an equivalent benefit up to two weeks accrued leave entitlement per annum, in lieu of the employee taking the leave.
- (c) As outlined in subclause 22.3 b), an employee may apply to receive payment for accrued annual leave rather than take leave as time off work. In such circumstances, the amount of payment will be the dollar value of the leave had it been taken at the time payment is received.
- (d) Approval for payment will be granted by the Chief Executive Officer, based on the financial capacity of the organisation to fund the payment.
- (e) Application to receive payment for annual leave must be made in writing to the Chief Executive Officer, and once made cannot be revoked.
- (f) Where payment is made in lieu of taking annual leave, that portion of the entitlement paid to the employee shall be treated as if the employee had actually taken annual leave for the purposes of continuous service and calculation of annual leave entitlements.

## 22.4 Annual Leave Half Pay

- (a) Whilst concurrently on unpaid parental leave, an employee may take any accrued or pro rata annual leave entitlement they are due at half pay.
- (b) This leave will count as service for the purposes of annual, sick and long service leave accrual.

## 23.—ANNUAL LEAVE LOADING

23.1 Annual leave loading in accordance with Clause 19—Annual Leave, subclause (15) of the Government Officers Salaries, Allowances and Conditions Award 1989 is not payable during this Agreement.

## 24.—LONG SERVICE LEAVE

Notwithstanding Clause 21—Long Service leave of the Government Officers Salaries, Allowances and Conditions Award 1989—

- 24.1 Long service leave will be taken within three (3) years of its becoming due, provided that the

employer may approve the deferment of long service leave in exceptional circumstances, and provided further that such exceptional circumstances shall include retirement within five (5) years of the date of entitlement.

- 24.2 If approval to defer beyond three (3) years has not been granted, the Chief Executive Officer may direct an employee to take accrued long service leave and may determine the date on which such leave shall commence. Should the employee not comply with the direction, disciplinary action may be taken against the employee.
- 24.3 Employees who have accumulated an entitlement of long service leave or more may apply to—
- be paid in advance, if the employee provides sufficient notice of the need for pay in advance;
  - be paid money in lieu of taking leave. Up to eleven weeks long service leave may be exchanged for money within each entitlement of long service leave, provided that up to thirteen weeks long service leave may be exchanged for money within each entitlement of long service leave, by agreement between the Chief Executive Officer and employee in exceptional circumstances.
  - clear part or all of one full entitlement on half pay, however no more than one period of long service leave shall be approved at half pay;
  - clear long service leave entitlement in minimum periods of one (1) week.
- 24.4 Pro Rata Long Service Leave
- After the first accrual of 13 weeks long service leave, long service leave will be accrued at the rate of 13 calendar days per year (approximately 9.82 working days);
  - Subject to the operational requirements of the Board, this leave may be taken as provided for in subclause 24.3(d) as it accrues.
- 24.5 Payment in Lieu of Entitlement
- As outlined in subclause 24.3 b), an employee may apply to receive payment for accrued long service leave rather than take leave as time off work. In such circumstances, the amount of payment will be the dollar value of the leave had it been taken at the time payment is received.
  - Approval for payment will be granted by the Chief Executive Officer, based on the financial capacity of the organisation to fund the payment.
  - Application to receive payment for long service leave must be made in writing to the Chief Executive Officer, and once made cannot be revoked.
  - Where payment is made in lieu of taking long service leave, that portion of the entitlement paid to the employee shall be treated as if the employee had actually taken long service leave for the purposes of continuous service and calculation of long service leave entitlement.
- 24.6 Payment on termination
- Notwithstanding Clause 21 (8) of the Award, an employee who resigns or retires shall be paid a lump sum payment for the money equivalent of any pro rata long service leave entitlement they have at the date of termination, provided that they have already become entitled to their first accrual of long service leave.

## 25.—SICK LEAVE

This Clause replaces Clause 22 *Sick Leave* (3), (4) and (6) of the Government Officers Salaries, Allowances and Conditions Award 1989—

### 25.1 Entitlement—

The employer shall credit each full time permanent employee with the following sick leave credits, which shall be cumulative.

on the day of initial appointment	46 hours (6 days)
on completion of 6 months continuous service	49 hours (6.5 days)
on completion of 12 months continuous service	95 hours (12.5 days)
on completion of each further of 12 months continuous service period	95 hours (12.5 days)

25.2 An employee on a fixed term contract for a period greater than 12 months shall be credited with the same entitlement as a permanent employee. An employee on a fixed term contract for a period less than 12 months shall be credited with the same entitlement on a pro rata basis for the period of the contract.

25.3 A part time employee shall be entitled to the same sick leave credits, on a pro rata basis according to the number of hours worked each fortnight. Payment for sick leave shall only be made for those hours that would normally have been worked had the employee not been on sick leave.

25.4 Notwithstanding provisions of Clause 22(5) of the Award, the employee must state the nature of their illness in writing for any application for sick leave which is not supported by the certificate of a registered medical practitioner or registered dentist.

### 25.5 Medical Certification

(a) The amount of sick leave which may be granted without production of the certificate required by subclause 25.4 of this Agreement and Clause 22 (5) of the Award shall not exceed, in the aggregate, 38 hours in any one calendar year, commencing from 1 January 2001.

(b) For the purposes of the implementation of this Agreement, the amount of sick leave which may be granted without production of the certificate required by subclause 25.4 of this Agreement and Clause 22 (5) of the Award shall not exceed, in the aggregate, 19 hours for the period 1 July 2000 to 31 December 2000, inclusive.

25.6 The provisions of this Clause do not apply to casual employees.

## 26.—FAMILY SUPPORT LEAVE

26.1 Employees may utilise up to 38 hours of their accrued sick leave entitlement per year to care for a sick family member. Current sick leave entitlements shall not be used to care for sick family members.

26.2 For the purposes of this clause, a sick “family member” means a person who is related to the employee by blood, marriage, affinity or adoption and includes a person who is wholly or mainly dependent on, or is a member of the household of, the employee (as defined by Equal Opportunity Act (1984) of Western Australia).

### 26.3 Payment

(a) Family Support Leave may be taken at either full pay or half pay.

(b) Where an overpayment arises as a consequence of an employee taking Family Support Leave at half pay, the employer may recover the full amount of the overpayment from the employee’s next fortnightly pay, irrespective of the provisions of Clause 30— Salary Overpayments of this Agreement.

#### 26.4 Evidence of Illness

(a) Leave granted under this Clause is subject to the production of satisfactory evidence of illness of the sick family member in accordance with Clause 25 of this Agreement and Clause 22 of the Award.

(b) Notwithstanding the provisions of subclause 26.4 (a), the total combined amount of sick leave and family support leave which may be granted without production of a medical certificate shall not exceed, in the aggregate, 38 hours in any one calendar year, as specified by subclause 25.5 of this Agreement.

26.5 Sick leave used for family support leave purposes is not cumulative from year to year, but if unused, continues to be cumulative as personal sick leave. All other Award conditions and conditions in this Agreement relating to employees' sick leave entitlement shall continue to apply.

26.6 The provisions of this Clause do not apply to casual employees.

#### 27.—PARENTAL LEAVE

27.1 Notwithstanding Clause 23—Maternity Leave of the Government Officers Salaries, Allowances and Conditions Award 1989, employees are entitled to unpaid Parental Leave.

27.2 Full-time and part-time employees will receive up to 52 weeks as unpaid parental leave in accordance with the Minimum Conditions of Employment Act 1993

27.3 This leave is to be taken only in the first 52 weeks after the birth of a child or placement of an adopted child.

27.4 Where both parents are employees of the Metropolitan Cemeteries Board, apart from any Award entitlements to paternity leave, this leave cannot be taken concurrently.

27.5 Whilst on unpaid parental leave, an employee may take annual leave at half pay concurrently as provided for in Clause 22.4.

#### 27.6 Paid Parental Leave

The employer may agree to grant paid parental leave to an employee subject to—

- (a) The maximum negotiable period of paid parental leave is 6 weeks;
- (b) The maximum period of absence on parental leave, inclusive of any paid parental leave, is 52 weeks;
- (c) The total benefit provided cannot be more than the equivalent of 6 weeks annual leave, without leave loading, at the employee's substantive rate of pay;
- (d) The employee must be the primary care giver of the child;
- (e) The employee must be a permanent or contract employee of the Board, with a minimum of 12 months continuous service prior to applying for paid leave;
- (f) For contract employees, paid leave cannot continue beyond the expiry date of their contract;
- (g) The employee must satisfy other eligibility requirements in Part 4, Division 6 of the Minimum Conditions of Employment Act 1993 which relate to parental leave; and
- (h) Absence on paid parental leave will not count as service for the purposes of accruing an entitlement to sick leave, annual leave or long service leave.

#### 28.—BEREAVEMENT LEAVE

28.1 Employees are entitled up to two days paid bereavement leave, which may be taken on the death of an immediate family member.

28.2 An immediate family member in this instance means a person who is related to the employee by blood, marriage, affinity or adoption and includes a person who was immediately before that person's death wholly or mainly dependent on, or is a member of the household of, the employee (as defined by Equal Opportunity Act (1984) of Western Australia).

28.3 If so requested by the employer, proof of such death shall be furnished by the employee to the satisfaction of the employer.

28.4 The two days need not be consecutive.

28.5 Bereavement leave is not to be taken during a period of any other kind of leave and shall only be paid where the employee otherwise would have been on duty.

#### 29.—EFFECT OF AGREEMENT ON ACCRUED ENTITLEMENTS

29.1 Accrued annual leave, long service leave and sick and family support leave entitlement paid during the term of this Agreement is to be at the appropriate rate the employee is entitled to under this Agreement.

#### 30.—SALARY OVERPAYMENTS

30.1 Salary overpayments will be repaid to the employer within a reasonable period of time.

30.2 The employee will be contacted as soon as possible after an overpayment has been discovered to discuss the repayment of monies.

30.3 If agreement cannot be reached, the employer may deduct the amount of overpayment at the same length of time that the overpayment occurred.

30.3 The employer may not deduct or require an employee to repay an amount exceeding 20% of the employee's net pay in any one pay period.

30.4 On compassionate grounds, the Chief Executive Officer may allow an extended period for the recovery of overpayments, at a rate not exceeding 10% of the employee's net pay in any one pay period. This will be agreed to in writing between the Chief Executive Officer and employee.

#### 31.—WORKPLACE FLEXIBILITY ALLOWANCE

31.1 When an employee is temporarily deployed to another work site of the Metropolitan Cemeteries Board, the employee will receive an allowance of \$8.00 per day to a maximum of two weeks, as reasonable reimbursement of additional costs entailed due to the temporary deployment.

31.2 Payment of any entitlement to the allowance will be paid to the employee via direct deposit to the bank account, via the Board's payroll system.

31.3 The provision of this Allowance is made within the parameters of the *Workplace Flexibility Policy* at *Appendix 3* and taking account of the following—

- the distance travelled to the temporary location is more than five kilometres than the employee would normally travel to work;
- motor vehicle allowance is not paid in conjunction with this allowance nor is it an option to the payment of this allowance;
- payment of this allowance eliminates travelling in a Board vehicle; and
- the allowance of \$8.00 per day applies whether employees utilise public transport or their own vehicle.

#### 32.—TRAVEL ALLOWANCE

32.1 Notwithstanding Clause 42—Travelling Allowance of the Award, when a trip necessitates an overnight stay away from headquarters, the employee will be provided with accommodation by the employer, where possible.

32.2 The employee shall receive reimbursement as provided for by Clause 42 (3) and (4) of the Award.

#### 33.—AFTER HOURS TRAINING

33.1 The employees of the Board agree to undertake up to 10 hours per calendar year (inclusive of any additional travel time) of their annual training needs outside core business hours;

33.2 This time will not count for the purposes of overtime, but will count for the purposes of flexitime;

33.3 Employees will be available to participate in training sessions before or after normal working hours (including outside the flexitime span of hours), between the hours of 6am -9pm, on weekdays.

33.4 In exceptional circumstances, the employer may grant an employee an exemption from attending such training courses. Such grounds may include religious grounds or family responsibility.

33.5 A maximum of ten (10) ordinary hours may be worked in any day, inclusive of time undertaking after hours training, provided that additional travel time is not included in this maximum.

33.6 If participation in this training causes the employee to exceed the maximum number of hours which may be carried

over as credit hours under the provisions of the Board's Flexible Working Hours Policy, the employer shall approve the carry over of the total number of credit hours for that settlement period, without the loss of such hours.

33.7 Where an employee is required to attend such training over a meal period, and a meal is not provided for by the Board, a meal allowance shall be paid in accordance with the provisions of the Award.

34.—DISPUTE RESOLUTION PROCEDURES

34.1 This procedure is for dealing with questions, disagreements, disputes or difficulties arising from this Agreement only. It is intended to operate in conjunction with the organisation's grievance policy and to complement existing dispute resolution procedures by quickly resolving any disputes which may develop through the implementation of this Agreement.

34.2 The parties commit themselves to maintain the status quo and not take any industrial action during the course of the dispute settlement procedure set out in this Agreement.

34.3 Any questions, disagreements, disputes or difficulties arising from this Agreement will be dealt with through the following steps.

Step 1: Where there is a matter of concern to an employee, it should be discussed with their immediate supervisor. The employee may choose to inform their union representative and have that representative or another nominated representative present at the discussion.

Step 2: If the matter is still not settled within five working days, then a conference will be held between a representative of the Metropolitan Cemeteries

Board and a representative from the CSA, or the employees nominated representative.

Alternatively, either party may request and attend a special meeting of the Workplace Consultative Committee to attempt to resolve the matter. This meeting will be convened within 5 working days of it being requested.

Step 3: If the matter cannot be settled within a further five working days, either party is free to refer it to WAIRC.

34.4 The period for resolving any dispute may be extended by Agreement between the parties if it proves to be impractical or unreasonable in the circumstances.

35.—SIGNATURE OF PARTIES TO THE AGREEMENT SIGNED FOR AND ON BEHALF OF THE PARTIES TO THIS AGREEMENT

*Irene Hislop (signed)* 21/8/00  
 MS IRENE HISLOP Date  
 A/CHIEF EXECUTIVE OFFICER  
 METROPOLITAN CEMETERIES BOARD

*D Robinson (signed)* 30/8/00  
 MR D ROBINSON Date  
 GENERAL SECRETARY  
 CIVIL SERVICE ASSOCIATION OF WESTERN  
 AUSTRALIA INCORPORATED

*Common Seal*

APPENDIX 1

Classification	Current Annual Rate	Current F/Nightly Rate	COLUMN A		COLUMN B	
			1st Increase Annual Rate 3.0%	1st Increase F/Nightly 3.0%	2nd Increase Annual Rate 3.0%	2nd Increase F/Nightly 3.0%
LEVEL 1 U/17	\$12,845	\$492.46	\$13,230	\$507.24	\$13,627	\$522.45
17	\$15,012	\$575.55	\$15,463	\$592.81	\$15,926	\$610.60
18	\$17,510	\$671.32	\$18,036	\$691.46	\$18,577	\$712.20
19	\$20,269	\$777.07	\$20,877	\$800.38	\$21,503	\$824.40
20	\$22,761	\$872.64	\$23,444	\$898.82	\$24,148	\$925.78
21/1ST YR	\$25,003	\$958.60	\$25,754	\$987.36	\$26,526	\$1,016.98
22/2ND YR	\$25,774	\$988.13	\$26,547	\$1,017.77	\$27,343	\$1,048.31
23/3RD YR	\$26,543	\$1,017.62	\$27,339	\$1,048.14	\$28,159	\$1,079.59
24/4TH YR	\$27,308	\$1,046.94	\$28,127	\$1,078.35	\$28,971	\$1,110.70
25/5TH YR	\$28,077	\$1,076.43	\$28,919	\$1,108.72	\$29,787	\$1,141.98
26/6TH YR	\$28,846	\$1,105.91	\$29,711	\$1,139.09	\$30,603	\$1,173.27
27/7TH YR	\$29,731	\$1,139.84	\$30,623	\$1,174.03	\$31,541	\$1,209.25
28/8TH YR	\$30,342	\$1,163.29	\$31,253	\$1,198.19	\$32,190	\$1,234.13
29/9TH YR	\$31,248	\$1,197.99	\$32,185	\$1,233.93	\$33,151	\$1,270.95
LEVEL 2 1ST YR	\$32,331	\$1,239.51	\$33,301	\$1,276.70	\$34,300	\$1,315.00
2ND YR	\$33,161	\$1,271.34	\$34,156	\$1,309.48	\$35,180	\$1,348.77
3RD YR	\$34,034	\$1,304.81	\$35,055	\$1,343.96	\$36,107	\$1,384.28
4TH YR	\$34,957	\$1,340.22	\$36,006	\$1,380.42	\$37,086	\$1,421.83
5TH YR	\$35,922	\$1,377.22	\$37,000	\$1,418.54	\$38,110	\$1,461.09
LEVEL 3 1ST YR	\$37,249	\$1,428.06	\$38,366	\$1,470.90	\$39,517	\$1,515.03
2ND YR	\$38,282	\$1,467.69	\$39,431	\$1,511.73	\$40,614	\$1,557.08
3RD YR	\$39,348	\$1,508.56	\$40,529	\$1,553.82	\$41,745	\$1,600.43
4TH YR	\$40,442	\$1,550.49	\$41,655	\$1,597.01	\$42,905	\$1,644.92
LEVEL 4 1ST YR	\$41,943	\$1,608.03	\$43,201	\$1,656.27	\$44,497	\$1,705.96
2ND YR	\$43,118	\$1,653.08	\$44,411	\$1,702.67	\$45,744	\$1,753.75
3RD YR	\$44,327	\$1,699.45	\$45,657	\$1,750.43	\$47,027	\$1,802.95
LEVEL 5 1ST YR	\$46,657	\$1,788.77	\$48,057	\$1,842.44	\$49,499	\$1,897.71
2ND YR	\$48,232	\$1,849.15	\$49,679	\$1,904.62	\$51,169	\$1,961.76
3RD YR	\$49,868	\$1,911.86	\$51,364	\$1,969.22	\$52,905	\$2,028.29
4TH YR	\$51,566	\$1,976.95	\$53,113	\$2,036.26	\$54,706	\$2,097.35
LEVEL 6 1ST YR	\$54,296	\$2,081.64	\$55,925	\$2,144.09	\$57,603	\$2,208.41
2ND YR	\$56,151	\$2,152.77	\$57,836	\$2,217.36	\$59,571	\$2,283.88
3RD YR	\$58,073	\$2,226.45	\$59,815	\$2,293.24	\$61,610	\$2,362.04
4TH YR	\$60,124	\$2,305.06	\$61,927	\$2,374.21	\$63,785	\$2,445.44
LEVEL 7 1ST YR	\$63,269	\$2,425.64	\$65,167	\$2,498.41	\$67,122	\$2,573.36
2ND YR	\$65,444	\$2,509.05	\$67,408	\$2,584.32	\$69,430	\$2,661.85
3RD YR	\$67,812	\$2,599.81	\$69,846	\$2,677.81	\$71,941	\$2,758.14

## APPENDIX 1—continued

Classification	Current Annual Rate	Current F/Nightly Rate	COLUMN A		COLUMN B	
			1st Increase Annual Rate 3.0%	1st Increase F/Nightly 3.0%	2nd Increase Annual Rate 3.0%	2nd Increase F/Nightly 3.0%
LEVEL 8 1ST YR	\$71,660	\$2,747.33	\$73,809	\$2,829.75	\$76,024	\$2,914.65
2ND YR	\$74,416	\$2,853.00	\$76,648	\$2,938.59	\$78,948	\$3,026.75
3RD YR	\$77,833	\$2,984.02	\$80,168	\$3,073.54	\$82,573	\$3,165.74
LEVEL 9 1ST YR	\$82,102	\$3,147.68	\$84,565	\$3,242.11	\$87,102	\$3,339.37
2ND YR	\$84,986	\$3,258.24	\$87,535	\$3,355.98	\$90,161	\$3,456.66
3RD YR	\$88,274	\$3,384.32	\$90,923	\$3,485.85	\$93,650	\$3,590.42

## APPENDIX 2

METROPOLITAN CEMETERIES BOARD  
PRODUCTIVITY MODEL

Services	2000/01			
	2000/01 Target	Weight	Score	% Salary Increase
Interments—Number	1975	0.025	0.025	0.075
Interments—Revenue (\$M)	2.9	0.100	0.100	0.300
Cremations—Number	4475	0.125	0.125	0.375
Cremations—Revenue (\$M)	2.9	0.125	0.125	0.375
Mausoleum—Revenue (\$M)	0.5	0.050	0.050	0.150
Memorialisations—Number	2427	0.100	0.100	0.300
Memorialisations—Revenue (\$M)	1.5	0.200	0.200	0.600
Pre-need Sales—Number	880	0.125	0.125	0.375
Other Client Services (\$M)	0.4	0.150	0.150	0.450
Total		1.000	1.000	3.0

## Calculation of the % salary increase—

1. Identify the result for each service.

If the Target is achieved exactly, then the Score equals the Weight. If the result is higher or lower than the Target, the Score is calculated by adjusting the Weight by the percentage the Result is over or under the Target.

The Scores are added.

4. The Total Score is multiplied by 3.0% to determine the salary increase to be applied, calculated to the first decimal place. However, the maximum salary increase payable is 3%.

## PRODUCTIVITY MODEL—DEFINITIONS

## NUMBERS

Interments

Adult Interment  
Gov't Interment  
Child Interment  
Stillborn Interment  
Entombments

Cremations

Adult Cremation  
Gov't Cremation  
Child Cremation  
Stillborn Cremation

MausoleumMemorialisations

(Includes At Needs and Pre-Needs)

Book of Remembrance

Two lines

## REVENUE

Interment Fees

Interment  
Gov't Interment

Grant of Right of Burial

Gravesite  
Extension of Grant (25 Years)  
Premium Land  
Selection of Grave  
Vault Construction (Add Grant)  
Saturday, Oversize Casket, Lounge

Permits

Burial

Renewal

Maintenance (Cat2 Expired Grant/Free Grave)  
Exhumation & Re-Interment  
Lift and Deepen  
After Hours Burial

Pre-Need Interment Agreements Used

Cremation Fees  
Cremation  
Gov't Cremation

Service Fees

Saturday  
Extra Chapel/Lounge Time  
After Hours Cremation

Pre-Need Cremation Agreements Used

Mausoleum Crypt—Stage 1  
Mausoleum Crypt—Stage 2

Burial Plaques  
Bronze—Burial Area  
Stillborn Area

PRODUCTIVITY MODEL—DEFINITIONS—*continued*

## NUMBERS

Memorial Plaques (25 years)

Family Shrub—First & Other Inscriptions  
 Garden of Remembrance  
 Granite Boulder  
 Granite Niche Wall—Single, Double,  
 2<sup>nd</sup> Inscription  
 Ground Niche  
 Ground Niche Special  
 Memorial Garden  
 Memorial Rock  
 Memorial Seat—1<sup>st</sup> Inscription, Detach Plate,  
 Niche Plaque, Ground Plaque  
 Memorial Wall—Single, Double, 2<sup>nd</sup> Inscription  
 Niche Wall—Single, Double  
 Columbarium—Single, Double  
 Military Niche (Position only, no Plaque)  
 All Niche Walls 2<sup>nd</sup> Inscription  
 Reflection Wall  
 Rose Memorial—1st and Other Inscriptions  
 Centenary Rose Garden— 1st & other inscriptions  
 Special Memorial

Pre-Need SalesInterment Agreement

Adult Interment

Grant of Right of Burial (25 Years)

Gravesite (Karrakatta)  
 Gravesite (Pinnaroo)  
 Gravesite (Midland/Guildford)  
 Jewish Orthodox Lawn

Cremation Agreement

Adult Cremation

Other Client Services

## REVENUE

Book of Remembrance

Entries, Emblems and Copies

Memorial Plaques (25 years)

Family Shrub  
 Garden of Remembrance  
 Granite Boulder  
 Granite Niche Wall  
 Ground Niche  
 Ground Niche Special  
 Memorial Garden  
 Memorial Rock  
 Memorial Seat  
 Memorial Wall  
 Niche Wall  
 Reflection Wall  
 Rose Memorial  
 Centenary Rose Garden  
 Special Memorial  
 Plaques for Pre-Need Memorials  
 Additional Lines and Emblems

Research Services*With Board Assistance*

Location Query (up to 2 queries)  
 Location Query (after 2 queries)  
 Photocopy of Record  
 Surname Report (Minimum)

*Without Board Assistance*

Microfiche (Alphabetical listing)  
 Access to CRS or microfiche (per hour)

Permits*Monumental*

New Headstone—No kerbing (Lawn or Park Type)  
 New Headstone—With kerbing  
 Mausoleum Inscription  
 Additional Inscriptions/Renovation  
 Additional Monumental

*Funeral*

Single Funeral permit

Licences*Monumental Mason*

Annual  
 Single Use (Permit Fee also Payable)

*Funeral Director*

Annual  
 Branch Account

Other Ashes Services

Collection  
 Postage  
 Family Grave  
 Scatter to the Winds  
 Attend Ashes/Memorial Placement  
 Transfer of Ashes (Plus New Position Fee)  
 Registration of Deceased (Non MCB)  
 Holding Fee Per Month (After 6 Months)  
 Memorial Urns  
 Ash Container

APPENDIX 3

WORKPLACE FLEXIBILITY POLICY

Employees are employed to work at all work locations of the Metropolitan Cemeteries Board. This policy is based on the Metropolitan Cemeteries Board's conditions of employment and the Board's current Enterprise, Certified or Workplace Agreements.

FLEXIBLE DEPLOYMENT

The Chief Executive Officer may permanently or temporarily deploy an employee to perform duties within any work area and at any work site of the Metropolitan Cemeteries Board, that are within the limits of the employee's skills. Such deployment of employees will be subject to the—

- operational requirements of the Board,
- competence and training of the employee, and
- safety and health requirements.

PERMANENT DEPLOYMENT

To reflect changing business needs and work practices, the Chief Executive Officer may require the permanent transfer of an employee to an alternative position and / or site within the Board. The permanent transfer of employees will occur with consultation. Consultation means information sharing with employees contributing in fact to the decision making process. The decision will comply with the Transfer Standard as documented by the Public Sector Standards Commissioner.

TEMPORARY DEPLOYMENT

Temporary deployment will occur when a planned or unforeseen need arises creating the need for the temporary deployment of an employee to an alternate position and / or work site. Such deployment may be the result of an increased workload at a particular site, or absence due to leave, workers compensation, etc.

Where possible, employees will be provided with notice and an up front estimate of the length of any temporary move. It will be expected that employees will return to their substantive positions after any temporary deployment. Where employees will not be returned to their substantive positions, they will be notified as soon as this fact becomes known.

WORKPLACE FLEXIBILITY ALLOWANCE

The Workplace Flexibility Allowance is payable where an employee is required to work at another site, and incurs an additional expenses due to increased travel (in accordance with the current Enterprise, Certified or Individual Workplace Agreement). This Allowance provides for a payment of \$8.00 per day for a maximum of two weeks.

Employees deployed (on a permanent or temporary basis) who use their own vehicle or public transport, may make application to the Board for payment of the Workplace Flexibility Allowance as follows—

SITUATION	ENTITLEMENT TO CLAIM
Given less than two days notice to work at another Board site, and Using own car or public transport for a period of up to two weeks or longer.	Mileage Allowance and reasonable time (in excess of normal) until two days notice has been received. Once two days notice has been received, the Workplace Flexibility Allowance is payable for the remainder of the deployment, or up to a maximum of two weeks. No further entitlement is to be paid after the Allowance has been paid for two weeks.

SITUATION	ENTITLEMENT TO CLAIM
Given two days or more notice to work at another Board site, and Using own car or public transport for a period of up to two weeks or longer.	The Workplace Flexibility Allowance is payable for the remainder of the deployment, or up to a maximum of two weeks. No further entitlement is to be paid after the Allowance has been paid for two weeks.

SITUATION	ENTITLEMENT TO CLAIM
Travelling in work time and using Board vehicle	No entitlement.
Travelling in work time and using own vehicle or public transport	Choice of Mileage Allowance or reimbursement of actual costs.

HOW TO APPLY FOR THE ALLOWANCE

Applications for payment are to be submitted on the Workplace Flexibility Allowance form.

FURTHER INFORMATION

For further information please see the Human Resource Manager or your Manager.

EFFECTIVE DATE

This policy shall not be varied or replaced for the life of the Metropolitan Cemeteries Board Enterprise Agreement 2000, except as agreed between the parties to this Agreement. This policy comes into effect from 1 August 2000.

A/CHIEF EXECUTIVE OFFICER

21 August 2000

APPENDIX 4

FLEXIBLE WORKING HOURS POLICY

38 HOUR WEEK

POLICY OBJECTIVE

- To enhance the Metropolitan Cemeteries Board's scope in:
  - Providing quality client service
  - Meeting the business needs of the agency in an efficient and effective manner

Considering employee preference (allowing greater flexibility to meet personal choice)

DEFINITION

Flexible working hours means that employees have the freedom to choose their hours of work within an increased span of hours during a seven day week. This is subject to fulfilling agreed minimum hours over an agreed settlement period, meeting agreed work commitments and contributing towards the achievement of the Board's objectives. Variations to meet personal preference can be tailored whilst meeting business needs.

HOURS OF DUTY AND SETTLEMENT PERIOD

Employees shall be required to account for 152 hours within each settlement period. The settlement period shall be a four (4) week period and shall commence on the first day of a pay period. Each settlement period shall commence with nil hours worked, plus or minus hours from the previous settlement period.

Ordinary hours may be worked between 6.00 am and 6.00 pm Monday to Friday, as determined by Metropolitan Cemeteries Board according to the needs of the agency. However, subject to the convenience of the agency and no disruption to service provided to the public, employees shall have the ability to work their ordinary hours outside the normal span specified in this policy. Any such arrangement shall be by mutual agreement between the employee and the employer and must ensure the work to be conducted is in accordance with the operational requirements of the agency.

Starting and finishing times will be flexible and responsive to operational requirements as determined by the Metropolitan Cemeteries Board.

A maximum of ten (10) ordinary hours may be worked in any day, unless otherwise approved by the Chief Executive Officer. An employee shall not work more than five (5) continuous hours without a meal break of at least 30 minutes. However, where necessary to meet a specific work commitment, approval may be granted to work longer than five (5) hours without a meal break (without penalty payment).

#### WORK TEAM ROSTER

Where deemed necessary to meet operational and customer service requirements, a team roster for specific work teams shall be developed in consultation with employees. The work team roster shall be made available to all affected employees no later than three (3) working days prior to its commencement.

The roster shall indicate the following group requirements for the work team—

- Starting and finishing times on a daily, weekly and (if relevant) seasonal basis;
- Any core hour requirements;
- The minimum staffing requirements; and
- Any other requirements in respect to lunch break coverage and leave.

Where deemed necessary to meet operational and customer service requirements, a maximum number of flexi days which can be cleared per employee per settlement period may be established for specific work teams as part of the work team roster.

Individual employees within the work team shall have no prescribed hours of duty (other than those that fall between the Ordinary Hours), but the work team as a whole must ensure that the requirements of the roster are met.

#### RECORDING ATTENDANCE

All employees eligible under the provisions of this policy shall be required to maintain a time sheet with a continuous total for hours worked over the settlement period.

Time sheets are to be audited by the supervisor/team leader at random intervals and verified regularly.

Employees shall be responsible for recording times accurately. Falsification of time sheets will lead to disciplinary action.

#### OVERTIME

Where an officer is directed to work overtime to meet a Metropolitan Cemeteries Board priority, then overtime rates in accordance with the relevant Award will be paid.

Other than in an emergency, 24 hours notice of the requirement to perform overtime will be given.

Hours of overtime worked will not form part of the flexible working hours credit for the purpose of calculating the 152 hours required to be worked under normal conditions.

#### CREDIT FOR LEAVE PURPOSES

For the purposes of leave, public holidays and public service holidays, a day shall be credited as 7.6 hours.

#### CREDIT HOURS

At the end of any settlement period, credit hours in excess of the "hours of duty required in any settlement period", to a maximum of 38 hours are permitted. Such credit hours shall be carried forward to the next settlement period.

The maximum credit hours is inclusive of any credit hours carried forward from previous settlement periods and of any flexitime cash outs. Credit hours in excess of 38 hours at the end of a settlement period shall be lost.

It is the responsibility of leading hands, managers and employees to ensure that credit hours do not exceed the maximum permitted.

#### CREDIT HOUR "CASH OUT"

Notwithstanding the above, an employee may apply to receive payment in lieu of credit hours, up to a maximum of 15.20 credit hours per settlement period. Approval to convert credit hours to payment is at the discretion of the employer.

The employee must have sufficient credit hours existing at the time of application to cover the "cash out" payment. Any credit hours "cashed in" will be deducted from the employee's total existing credit hours and will reduce the maximum carry over credit by the amount of the total cash out hours.

#### DEBIT HOURS

Debit hours below the required 152 hours to a maximum of 7.6 hours are permitted at the end of each settlement period.

Such debit hours shall be carried forward to the next settlement period.

For debit hours in excess of 7.6 hours, the employee shall be docked pay for the period necessary to reduce debit hours to the maximum permitted.

Employees having excessive debit hours may be placed on standard working hours, in addition to being required to take leave without pay.

#### RECONCILIATION OF HOURS ON TERMINATION

In cases involving termination of an employee's services there will be a reconciliation of ordinary hours worked to determine the amount of debit or credit hours having regard to the nominal average number of hours worked to the date of termination.

For the purposes of calculating the nominal average number of hours for termination, a day shall be calculated as 7.6 hours.

In cases involving a credit of hours, the employer will pay to the employee, on termination, an amount equivalent to such credit hours calculated at the ordinary rate of pay.

In cases involving a debit of hours, the employee will have deducted from their termination payment an amount equivalent to such debit hours calculated at the ordinary rate of pay.

#### FURTHER INFORMATION

For further information please see the Human Resource Manager or your Manager.

#### EFFECTIVE DATE

This policy shall not be varied or replaced for the life of the Metropolitan Cemeteries Board Enterprise Agreement 2000, except as agreed between the parties to this Agreement. This policy comes into effect from 1 August 2000.

A/CHIEF EXECUTIVE OFFICER

21 August 2000

### NATIONAL CERAMICS/BLPPU COLLECTIVE AGREEMENT 2000.

No. AG 187 of 2000.

2000 WAIRC 00443

#### WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

**PARTIES** THE WESTERN AUSTRALIAN BUILDERS' LABOURERS, PAINTERS & PLASTERERS UNION OF WORKERS V NATIONAL CERAMICS PTY LTD

**CORAM** COMMISSIONER J F GREGOR

**DELIVERED** MONDAY, 28 AUGUST 2000

**FILE NO/S** APPLICATION AG 187 OF 2000

<b>Result</b>	Agreement Registered.
<b>Representation</b>	
<b>Applicant/ Appellant</b>	Mr P Joyce on behalf of the applicant.
<b>Respondent</b>	No Appearance

*Order:*

HAVING heard Mr P Joyce, on behalf of the (Applicant) and there being no appearance on behalf of the (Respondent), and by consent, the Commission pursuant to the

powers conferred on it under the *Industrial Relations Act, 1979*, hereby orders—

THAT the agreement No. AG 187 of 2000, lodged in the Commission on 26 July 2000, entitled *National Ceramics/BLPPU Collective Agreement 2000*, be registered as an Industrial Agreement.

(Sgd.) J. F. GREGOR,  
Commissioner.

[L.S.]

Schedule.

### 1.—TITLE

This agreement shall be known as the *National Ceramics/BLPPU Collective Agreement 2000*.

### 2.—ARRANGEMENT

	CLAUSE NO.
Title	1
Arrangement	2
Parties and Persons Bound	3
Application	4
Relationship to Parent Award	5
Period of Operation	6
Classification Structures & Rates of Pay	7
Industry Standards	8
Sick Leave	9
Negotiation of a Subsequent Agreement	10
Application of Project Agreements	11
Fares and Travelling Allowance	12
Seniority	13
All In Payments	14
Pyramid Sub-Contracting	15
Dispute Settlement Procedure	16
Safety Dispute Resolution	17
Training and Related Matters	18
Drug & Alcohol, Safety & Rehabilitation Program	19
Clothing & Safety Footwear	20
Income Protection	21
Accident Pay	22
Union Membership	23
Y2K	24
Signatories to the Agreement	25
Appendix A—Drug & Alcohol, Safety and Rehabilitation	
Appendix B—Site Allowance	

### 3.—PARTIES AND PERSONS BOUND

This agreement shall be binding on *National Ceramics Pty Ltd* (hereinafter referred to as “the company”), and the Western Australian Builders’ Labourers, Painters and Plasterers Union of Workers (hereinafter referred to as “the union”) and all employees of the company eligible to be members of the union.

### 4.—APPLICATION

This agreement shall apply to all employees of the company engaged on work in or in connection with construction, alteration, maintenance, repair or demolition of buildings or other structures of any kind whatsoever on work where the principal contractor has an informal or formal agreement with the Unions.

This agreement shall apply in Western Australia only. There are approximately 7 employees covered by this agreement.

### 5.—RELATIONSHIP TO PARENT AWARD

1. This agreement is supplementary to, and shall be read and interpreted wholly in conjunction with, the Building Trades (Construction) Award 1987, Award No. R14 of 1978 (hereinafter referred to as “the award”).

2. In the event of any inconsistency between the award and an express provision of this agreement, the terms of this agreement shall prevail to the extent of such inconsistency, unless the express provision of the agreement provides otherwise.

### 6.—PERIOD OF OPERATION

This agreement shall come into force from the first pay period commencing on or after the 1<sup>st</sup> June 2000 and shall remain in force until the 1<sup>st</sup> of November, 2002.

### 7.—CLASSIFICATION STRUCTURE & RATES OF PAY

1. All employees working under this agreement shall be paid according to the wage rates set out below.

#### 2. Wage Rates (per hour at ordinary time)

	Previous EBA Rate Hourly Rate \$	1 <sup>st</sup> November 1999 Hourly Rate \$	1 <sup>st</sup> November 2000 Hourly Rate \$	1 <sup>st</sup> November 2001 Hourly Rate \$
Labourer Group 1	17.15	18.01	18.91	19.86
Labourer Group 2	16.56	17.39	18.26	19.17
Labourer Group 3	16.12	16.93	17.78	18.67
Plaster, Fixer	17.82	18.71	19.65	20.63
Year 1	7.48	7.86	8.25	8.66
Year 2 (1/3)	9.81	10.29	10.81	11.35
Year 3 (2/3)	13.37	14.03	14.74	15.47
Year 4 (3/3)	15.69	16.46	17.29	18.15

3. Site allowances relating to particular sites shall be paid in accordance with Appendix B of this Agreement.

4. An additional payment will be made to compensate for the impact of the Goods and Services Tax on the Consumer Price Index. In the circumstance that the CPI limit below is exceeded the appropriate additional payment will be made to the wage rates. The CPI figure for the applicable dates will be the official figure released by the ABS for the preceding year.

Date	CPI Limit	Additional Payment
June 2001	5%	1% (paid 1/9/2001)
June 2001	6%	2% (paid 1/9/2001)
June 2002	5%	1% (paid 1/9/2002)
June 2002	6%	2% (paid 1/9/2002)

### 8.—INDUSTRY STANDARDS

#### Redundancy

The company shall increase redundancy contributions on behalf of each employee to the following sums on a weekly basis—

Rate on signing	\$50
Rate as of 1/05/2001	\$60

#### Superannuation

(i) The Company will make a payment of \$60 per week per employee or the percentage rate that is prescribed under the Superannuation Guarantee Charge, whichever is the greater.

The Company will advise all employees subject to the Agreement of their right to have payments made to a complying superannuation fund of their choice. The Company is bound by the employee’s election. The aforementioned payment will then be made to that fund.

Until each employee nominates the fund of their choice the Company will make payments into the Construction + Building Unions Superannuation Scheme (the “C+BUSS”).

In the event that any employee chooses a fund other than the C+BUSS the Company will, within seven days of the employee advising the Company of the fund of their choice, advise the Union in writing of the employee’s decision.

In the event that the employee and the Company reach an agreement pursuant to section 49C(2)(d) of the Act to change the complying superannuation fund or scheme the Company will, within seven days of the employee and the Company reaching such an agreement, advise the Union in writing of the agreement. The employer shall not unreasonably refuse to agree to a change of complying superannuation fund or scheme requested by the employee.

(ii) “Ordinary Time Earnings” (which for the purposes of the Superannuation Guarantee (Administration) Act 1992 will operate to provide a notional earnings base) shall mean the actual ordinary rate of pay the employee receives for ordinary hours of work including tool allowance, industry allowance, trade allowances, shift loading, special rates, qualification allowances (eg. first aid, laser safety officer), multi-storey allowance, site allowance, asbestos eradication allowance, leading hand allowances, in charge of plant allowance and supervisory allowances where applicable. The term includes any regular over-award pay as well as casual rates received and any additional rates and allowances paid for work undertaken during ordinary hours of work, including fares and travel.

#### 9.—SICK LEAVE

For sick leave accrued after the date of signing this agreement the following will apply—

- (a) The Company's employees shall have the option of converting 100% of accrued sick leave entitlement to a cash payment on termination
- (b) If an employee who has been terminated by the Company without exercising the above option is re-engaged within a period of six months, the unpaid balance of sick leave shall continue from the date of re-engagement.
- (c) Where the Company has signed a previous Agreement with the Union that also allowed for the conversion to cash payment on termination for accrued sick leave, that accrued sick leave will be treated as if is accrued under this agreement.
- (d) Sick leave shall accrue, for the purposes of this clause, at the rate of one day at the beginning of each of the first ten calendar months of each year.

#### 10.—NEGOTIATION OF A SUBSEQUENT AGREEMENT

The parties agree to commence negotiations for a new collective agreement to succeed this agreement at least 3 months before the nominal expiry date. The parties intend to conclude these negotiations prior to the nominal expiry date. These negotiations shall be conducted on a collective basis between all of the parties with the negotiated outcome being subject to approval of a vote of the employees collectively.

#### 11.—APPLICATION OF PROJECT AGREEMENTS

1. This agreement shall apply to all persons employed in the employer's business and every part thereof throughout Western Australia until 1<sup>st</sup> November 2002 except where the company commences work on a project where a site agreement to which the union is a party exists that provides for higher rates of pay and conditions.

2. The conditions contained in any such site agreement will take precedence over this agreement for the duration of the project.

#### 12.—FARES AND TRAVELLING ALLOWANCE

In addition to Clause 12A of the award a travel payment shall be made in the form of a daily payment (on days worked) of \$6.15 per day per employee.

#### 13.—SENIORITY

1. The parties agree the continuity of employment is desirable wherever possible, and that where it is not possible, employees will be retrenched in order of seniority.

2. When applying the "first on last off" principle it is agreed subject to the caveat of "all things being equal", it is intended to apply on a Company basis rather than a site by site basis.

3. It is recognised that from time to time instances may arise where the employee's individual skills may be subject to this caveat. Where there is any disagreement as to the application of this the matter will be processed in accordance with Clause 16—Dispute Settlement Procedure.

4. An employee who has been retrenched by the Company shall have absolute preference and priority for re-employment/re-engagement by the Company. Where an employee is re-engaged within a period of six months the employee shall maintain continuity of service and all accrued entitlements with the Company.

#### 14.—ALL IN PAYMENTS

1. All-in payments to employees will not be made. All-in payments are defined as an hourly rate or piece work rate which is meant to cover wages and all allowances, such as annual leave, sick leave, etc., on which tax is being paid using the Prescribed Payments System.

2. It is agreed that where a breach of this clause is discovered, the employer shall continue paying the "all-in" rate as the employees hourly rate, but shall pay all award and other entitlements on top of this amount, back-dated to the commencement of the all-in rate arrangement. The company shall not be entitled to offset any amount in excess of the ordinary hourly rate against any other entitlement in this agreement.

3. This clause shall not be applied to prevent the employer subletting specialised work outside of the normal scope of work which the employer performs. The union shall be notified when specialist sub-contractors are to be engaged.

#### 15.—PYRAMID SUB-CONTRACTING

1. "Pyramid Sub-Contracting" is defined as the practice of a sub-contractor, to whom a sub-contract is originally awarded, sub-letting that contract or part thereof to another sub-contractor.

2. Provided that where a sub-contractor does not have the technical capacity to handle a specialist section of the contract and intends to engage a specialist sub-contractor to perform that work, that section may be re-let to a specialist sub-contractor.

3. Further provided that when a sub-contract is let for labour and material, a labour-only sub-contract may be let by the sub-contractor, but it is unacceptable as a principle for further labour-only sub-contracts to be re-let.

4. A bona fide sub-contractor is generally an employer of labour, save for a machine owner-operator.

5. Where a disagreement arises in relation to the definition or application of the term "Pyramid Sub-Contracting" the parties shall discuss and determine the issue in accordance with the agreement dispute resolution procedure. In any event of a disagreement, the matter shall be negotiated further between the parties or referred to the Western Australian Industrial Relations Commission. Whilst these procedures are undertaken no industrial action shall occur.

#### 16.—DISPUTE SETTLEMENT PROCEDURE

1. Disputes over any work related or industrial matter should be dealt with as close to its source as possible.

2. An employee or the union delegate should initially submit any work related grievance and/or industrial matter to the site foreperson, supervisor or other appropriate site representative of the company.

3. If the matter remains unresolved the union delegate may then submit the matter to the appropriate senior management person.

4. If still not resolved the delegate shall refer the matter to an appropriate official of the union, who shall discuss the matter with the nominated representative of the employer.

5. Whilst the above procedures are being followed work should continue as normal.

6. This procedure is to be followed in good faith and without unreasonable delay by any party.

7. Should the matter remain unresolved it shall be dealt with in one of the following ways as agreed to between the parties—

- referred to the Western Australian Industrial Relations Commission for conciliation and if required arbitration. The Commissions decision will be accepted by all parties subject to legal rights of appeal; or
- referred to a disputes board for determination; or
- referred to a private arbitrator agreed to between the parties, for determination.

8. This dispute settlement procedure does not apply to health and safety issues.

#### 17.—SAFETY DISPUTE RESOLUTION

1. The parties to this agreement are committed to the safe operation of plant and equipment, to the observance of safe working practices, and the provision by the employer and correct use of all personal protective equipment. The company recognises its responsibilities to provide a safe and healthy workplace.

2. In the event of any disagreements on the necessity to carry out any safety measure or modify, reinforce or reinstate any safety device whatsoever, the procedures set out in this clause will be adopted.

3. No person shall dismiss a safety complaint. Any complaint should be referred to the company safety officer or

workers' safety representative to be dealt with in accordance with the following procedures—

- (i) Where any employee becomes aware of an unsafe situation, that employee will immediately notify the company safety officer or the workers' safety representative.
- (ii) The company safety officer and the workers' safety representative will take immediate action to have the unsafe situation rectified.
- (iii) Should the company safety officer consider that no safety precautions are necessary, he/she will notify the workers' safety representative accordingly as soon as possible.
- (iv) While there is disagreement on the ruling of the company safety officer, the company safety officer will arrange for the immediate transfer of all employees from the disputed area.
- (v) Should the company safety officer be of the opinion that no action is necessary and the worker's safety representative disagrees, an appropriate inspector from Worksafe/Workcover will be requested to undertake an inspection of the disputed area for the purpose of resolving any such matter.
- (vi) If disagreement still exists the chief inspector or his/her nominee will be called in to assist in the resolution of the dispute.
- (vii) If no agreement can be reached between the parties the matter will be dealt with in accordance with the dispute resolution procedure of this agreement.
- (viii) Whilst the above procedure is being followed there will be no stoppage of work in respect of the matter being considered, except in the area alleged to be unsafe.
- (ix) It is accepted that safety considerations override normal work practices and depending on the degree of potential risk to persons on the job, or the general public, can override normal demarcation practices.

#### 18.—TRAINING AND RELATED MATTERS

1. A training allowance of \$13.00 per week per worker shall be paid by the employer to the Union Education and Training Fund. This shall increase to \$14.00 per week on 1 November 2000 and a further increase to \$15.00 per week on 1 November 2001.

2. Subject to all qualifications in this clause, an employee shall, upon application in writing to and with approval of the employer, be granted leave with pay each calendar year pro-rata to attend courses conducted or approved by the NBCITC. The employers approval shall not be unreasonably withheld.

The application for leave shall be given to the employer at least two weeks in advance of the date of commencement of the course.

The time of taking leave shall be arranged so as to minimise any adverse effect on the employer's operations. The onus shall rest with the employer to demonstrate an inability to grant leave where an employee is otherwise entitled.

An employer shall not be liable for any additional expenses associated with an employee's attendance at a course other than payment of ordinary time earnings for such absence.

For the purpose of this clause ordinary time earnings shall be defined as the agreement classification rate.

Leave of absence granted pursuant to this clause shall count as service for all purposes of this agreement.

3. The Company will actively encourage employees to seek formal recognition of their skills (recognition of prior learning), and will allow leave as per (2) above for such purposes including but not limited to securing Tradesmen's Rights Certificates.

#### 19.—DRUG & ALCOHOL, SAFETY & REHABILITATION PROGRAM

The parties are committed to the Drug and Alcohol, Safety and Rehabilitation program as outlined in Appendix A—Drug and Alcohol, Safety and Rehabilitation Program.

#### 20.—CLOTHING AND SAFETY FOOTWEAR

1. The following items will be supplied to each employee by the Company, upon the completion of five working days.

- (a) 1 pair safety boots, to be replaced on a fair wear and tear basis.
- (b) 2 T-shirts with collars, and will be replaced on a fair wear and tear basis.
- (c) 1 bluey jacket for each employee employed during the period 1 April to 31 October. (One issued per year)

2. The Company will also make available to each employee, when requested by them, sun screen lotion and sun brims to fit over safety helmets.

#### 21.—INCOME PROTECTION

The Company agrees to insure employees covered by this Agreement for injury and sickness with Jardine Lloyd Thompson Pty Ltd.

#### 22.—ACCIDENT PAY

1. The Company agrees to pay each employee accident pay where the employee receives an injury for which weekly payments or compensation are payable by or on behalf of the Company pursuant to the provisions of the Workers' Compensation and Rehabilitation Act 1981, as amended.

2. "Accident Pay" means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the Workers' Compensation and Rehabilitation Act and the employee's ordinary wage under this Agreement.

3. The Company shall pay accident pay during the incapacity of the employee arising from any one injury for a total of 39 weeks whether the incapacity is in one continuous period or not.

#### 23.—UNION MEMBERSHIP

The employer will encourage, as far as possible, all employees covered by the agreement, to be financial members of the Union.

#### 24.—Y2K

On the following key dates the Company will issue written records of accrued entitlements to each employee. The accrued entitlements will include annual leave, sick leave, any accruing productivity bonuses, redundancy payments and Superannuation payments and also on each employees anniversary date—

- 31 December 1999
- 28 February 2000
- 31 December 2000
- 28 February 2001

#### 25.—SIGNATORIES

*WABLPPU Stamp*

BLPPU .....K REYNOLDS.....  
Date: 13/6/00

The Company: .....RICHARD HO.....  
SIGNATURE  
Date: 08/06/2000  
*Company Seal*  
.....RICHARD HO.....  
PRINT NAME

#### APPENDIX A—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

##### 1. PRINCIPLE

People dangerously affected by alcohol, and/or drugs are a safety hazard to themselves and all other persons in the workplace.

##### 2. FOCUS

- \* Site safety and the involvement of the site safety committee
- \* Peer intervention and support
- \* Rehabilitation

### 3. WORKPLACE POLICY

(a) A person who is dangerously affected by drugs or alcohol will not be allowed to work until that person can work in a safe manner.

(b) The decision on a persons ability to work in a safe manner will be made by the safety committee, or on projects with no safety committee, by a body of at least equal numbers of employee/employer representatives.

(c) There will be no payment of lost time to a person unable to work in a safe manner.

(d) If this happens 3 times the worker shall be given a written warning and made aware of the availability of treatment/counselling. If the worker refuses help he/she may be transferred/dismissed the next time he/she is dangerously affected.

(e) For the purposes of disciplinary action a warning shall be effective for a period of 12 months from the date of issue.

(f) A worker having problems with alcohol and or other drugs—

\*Will not be sacked if he/she is willing to get help.

\* Must undertake and continue with the recommended treatment to maintain the protection of this program.

\* Will be entitled to sick leave or leave without pay while attending treatment.

### 4. IMPLEMENTATION

To assist with the adoption and implementation with this policy the company will—

- (a) Clearly state its endorsement of the BTG Drug and Alcohol program and comply with it.
- (b) Provide access at an agreed time and venue for a representative of the BTG Drug and Alcohol Program to address a meeting of employees to discuss and endorse the program.
- (c) Authorise the attendance of appropriate company personnel eg. Safety delegate/officer, safety committee members, union (delegate, consultative committee members(s) at the two hour BTG Drug and Safety in the Workplace training course.

### APPENDIX B—SITE ALLOWANCE

1. This agreement is between the parties to this agreement and shall apply to construction work undertaken by principal contractors who are engaged in the commercial/industrial sector of the building industry in the state of Western Australia within a 50km radius of the Perth General Post Office.

2. This agreement provides for a site allowance to be paid to employees engaged on particular building projects, and for such site allowance to be paid in addition to the wage rates and allowances prescribed by the award as well as any industrial or certified agreements made in conjunction with the award which does not prescribe a site allowance.

3. The site allowance payable under this agreement is to be paid at a flat rate per hour for all hours worked to compensate for all special factors/disabilities on the project and in lieu of all award special rates, with the exception of rates relating to the lifting of heavy blocks, cleaning down brickwork and the use of explosive powered tools which will be payable to an employee when he/she encounters that particular disability.

#### 4. Site Allowance Formula

At the commencement of a project the particular site allowance to apply shall be determined in accordance with the following formula—

##### 4.1 Projects Located Within Perth C.B.D. (as defined)

###### New Work

Project Contractual Value	Site Allowance
Up to \$520,000	NIL
Above \$520,000 to \$2.17 m	\$1.90
Above \$2.17m to \$4.55m	\$2.25
Over \$4.55m	\$2.85

##### Renovations, Restorations and/or Refurbishment Work

Project Contractual Value	Site Allowance
Up to \$520,000	NIL
Above \$520,000 to \$2.17m	\$1.70
Above \$2.17m to \$4.55m	\$1.90
Over \$4.55m	\$2.45

##### 4.2 Projects Located Within West Perth (as defined)

###### New Work

Project Contractual Value	Site Allowance
Up to \$520,000	NIL
Above \$520,000 to \$2.17 m	\$1.70
Above \$2.17m to \$4.55m	\$1.90
Over \$4.55m	\$2.45

##### Renovations, Restorations and/or Refurbishment Work

Project Contractual Value	Site Allowance
Up to \$520,000	NIL
Above \$520,000 to \$2.17m	\$1.60
Above \$2.17 m to \$4.55m	\$1.80
Over \$4.55m	\$2.05

The site allowance on projects which are a combination of new and renovation work shall be governed by the majority of work involved. For example, where the majority of work is new work, then the site allowance appropriate to new work shall be paid for all employees on the project.

4.3 Projects within 50 km radius of Perth G.P.O. but not including the C.B.D. or West Perth (as defined)

Project Contractual Value	Site Allowance
Up to \$1 m	NIL
Above \$1 m to \$2.17 m	\$1.30
Above \$2.17m to 6m	\$1.60
Above \$6m to \$11.98m	\$1.85
Above \$11.98m to \$24.43m	\$2.05
Above \$24.43m to \$60.5m	\$2.35
Over \$60.5m	\$2.55

“**C.B.D.**”—Central Business District shall mean the area bounded by the Swan River South, Swan River East to Nile Street running into Wittenoom Street, Hill Street to Royal Street, Royal Street to Lord Street, Lord Street to Newcastle Street, along Newcastle Street to the Freeway, the Freeway South to the Perth-Fremantle railway line, along the Perth-Fremantle railway line to Dyer Street, Dyer Street through to Havelock Street, Havelock Street to Kings Park Road, Kings Park Road to Fraser Avenue, Fraser Avenue projected through to the Swan River.

“**West Perth**”—shall mean the area contained within the boundaries formed by Thomas Street, Kings Park Road, Havelock Street, Dyer Street and the Perth-Fremantle railway line back to Thomas Street.

**Boundary roads:** If a road borders between two regions in which site allowances are to be paid as per this agreement, the parties confirm that one side of such a boundary road will be deemed to fall in one region and the other side of the boundary road will be deemed to fall in the other region. For example, the eastern side of Havelock Street will be in the “CBD” and the western side of Havelock Street shall be in “West Perth”.

“**Project Contractual Value**”—shall be deemed to mean the value of all tendered work which falls under the scope of the principal contractor’s contract.

5. The site/project allowance and project contractual value detailed in this agreement shall be adjusted on 1 October each year by the total C.P.I. movements for Perth during the preceding four quarters ending 30 June and accordingly, the site allowance amounts shall be adjusted up or down to the nearest five cents.

6. Project contractual values shall be subject to review at any renewal of this agreement, but in any event shall not be adjusted by a percentage less than the total CPI movements for Perth during the preceding four quarters ending 30 June. Such adjustment being to the nearest \$10,000.

7. The agreed site allowance once set pursuant to this agreement shall be recorded in a site agreement to which the applicable principal contractor and the Union will be signatories. The level of allowance once nominated at the

commencement of the project will continue without change until completion of the project.

8. It is acknowledged that on certain projects a site agreement may be entered into between the principal contractor and the building trades group of unions for that project that may include matters regularly addressed within the industry, such as, but not limited to, the following—

- Disputes Procedures
- Occupational Health and Safety Procedures
- Demarcation Procedures
- First Aid Provisions and On-Site Amenities

and the unions will not unreasonably refuse to continue to discuss such matters if raised by the principal contractor.

9. This agreement does not apply to resource development projects or civil and engineering projects.

10. Where a dispute arises as to the application of the terms of this agreement, if the issue cannot be resolved in discussions between the parties, it is agreed that the matter will be referred to the appropriate industrial tribunal for resolution without recourse to industrial action.

11. It is a term of this agreement that all site allowance agreements entered into prior to this date will be honored by all parties and will continue to apply for the life of the particular project.

12. Where because of a condition of contract the principal contractor is required not to allow for a site allowance, before final application of this agreement, discussions will be held between the parties with a view to resolving any problems that may arise as a result of this situation.

#### 13. Productivity Allowance

In return to increase productivity and/or timely completion of projects it is agreed that a productivity allowance of \$1.00 per hour worked shall be paid to employees engaged upon projects in excess of \$10 million, or such other sum as agreed. The productivity allowance may be accumulated and paid at the end of the project.

#### 14. Structural Frame Allowance

It is agreed that a structural frame allowance of \$1.00 per hour all purpose shall be paid to all employees engaged upon projects (new construction only) which exceed two stories in height or building where the structure exceeds 10 metres in height (excluding spires, flagpoles and the like).

#### 15. Provision of Canteen

It is agreed that canteen accommodation shall be provided where a project exceeds \$35 million in values and where the operation of the canteen is financially self supporting in respect of consumables. Canteen to come into operation when on site manning levels exceed 50 and to cease when manning levels reduce to below 50.

#### 16. Provision of Nurse

It is agreed that a qualified nurse shall be engaged where the forecast long term staffing levels for a project exceed 100 (one hundred) or when actual numbers exceed 100 notwithstanding that forecasts may have been below that level. The nurse shall commence duties when staffing levels reach (fifty) and shall terminate when levels reduce to 50 (fifty). The requirement for a provision of a nurse shall be waived if the project is adjacent to a hospital with a public emergency department.

17. This agreement shall only apply to building contracts entered into on or tendered for on or after 1 January 1999.

#### 18. Application to Apprentices

The rates prescribed in this agreement shall apply to all apprentices commencing employment after 31 December 1997 in the same proportion as the percentage of a tradesperson's wage rate as prescribed by the appropriate award or Enterprise Bargaining Agreement, being—

1st year	42%
2nd year	55%
3rd year	75%
4th year	88%

## SWAN BREWERY ENTERPRISE AGREEMENT 2000. No. AG178 of 2000.

2000 WAIRC 00467

### WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

**PARTIES** THE SWAN BREWERY COMPANY  
PTY LIMITED V THE BREWERIES  
AND BOTTLEYARDS EMPLOYEES'  
INDUSTRIAL UNION OF WORKERS  
OF WESTERN AUSTRALIA

**CORAM** COMMISSIONER S WOOD

**DELIVERED** THURSDAY, 31 AUGUST 2000

**FILE NO** AG 178/2000

#### Representation

**Applicant** Mr R Vine

**Respondent** Mr R Murphy

#### Order.

HAVING heard Mr R Vine on behalf of the applicant and Mr R Murphy on behalf of the respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement made between the parties as lodged in the Commission on the 10th day of July 2000, amended by consent at hearing on the 31st day of August 2000, entitled the Swan Brewery Enterprise Agreement 2000 is hereby registered;

AND replaces AG 80 of 1996 Swan Brewery (Enterprise Agreement) 1996 which is hereby cancelled.

(Sgd.) S. WOOD,  
Commissioner.

[L.S.]

#### SCHEDULE.

##### 1.—TITLE

This agreement to be known as the "Swan Brewery Enterprise Agreement 2000", replaces the Swan Brewery (Enterprise Agreement) 1996 so far as it applied to The Breweries and Bottleyards Employees' Industrial Union of Workers of Western Australia and employees eligible to be members of that union.

##### 2.—ARRANGEMENT

###### Part 1

1. Title
2. Arrangement
3. Area and Scope
4. Parties Bound
5. Relationship to Parent Awards
6. Date and Period of Operation
7. Aims of Agreement
8. Commitment
9. Consultation
10. Casual Employees
11. Remuneration
12. Duties
13. Hours of Work
14. Meals and Refreshment Breaks
15. Annual Leave
16. Personal Leave
17. Training
18. Uniforms
19. Contractors
20. Record
21. Parental Leave
22. Superannuation
23. Incentive Scheme

###### Part 2

1. General
2. Remuneration
3. Motor Vehicle

4. Call-Outs
5. Hours of Work
6. Superannuation
7. Incentive Scheme
  - Schedule A—Classification System
  - Schedule B—Wage Rates
  - Schedule C—Individual Performance Based Pay
  - Schedule D—Superannuation
  - Schedule E—Incentive Scheme
  - Schedule F—Parties

### 3.—AREA AND SCOPE

The Swan Brewery Enterprise Agreement 2000 (hereinafter “the Agreement”) shall apply to The Swan Brewery Company Pty Limited operating in the State of Western Australia and Employees who are eligible to be members of The Breweries and Bottleyards Employees’ Industrial Union of Workers of Western Australia.

### 4.—PARTIES BOUND

- (1) This Agreement extends to and binds—
  - (a) The Swan Brewery Company Pty Limited (hereinafter ‘the Company’);
  - (b) The Breweries and Bottleyards Employees Industrial Union of Workers of Western Australia (hereinafter ‘the Union’).
- (2) The parties to this Agreement shall be bound jointly and separately to oppose any subsequent application by any other body or organisation to be joined to this Agreement.
- (3) At the time of registration the agreement covered approximately 70 employees.

### 5.—RELATIONSHIP TO PARENT AWARDS

- (1) This Agreement shall be read and interpreted in conjunction with the Brewing Industry Award of 1993.
- (2) Where there is any inconsistency between the terms of this Agreement and such award this Agreement shall prevail to the extent of the inconsistency.
- (3) Where the agreement is silent, the provisions of the Brewing Industry Award 1993 (No. A 5 of 1993) are to apply.

### 6.—DATE AND PERIOD OF OPERATION

This Agreement shall have effect from 1 May 2000 and shall remain in force until 30 April 2003; after which date it shall continue until amended or replaced by another agreement between the parties.

### 7.—AIMS OF AGREEMENT

To provide a framework whereby there is—

- (1) Respect and enhancement for the quality of work, social and family life.
- (2) Equity in remuneration.
- (3) Opportunity for employee development and growth.
- (4) A consultative structure that enhances communication between the parties.
- (5) Development of employment arrangements that provide an ongoing business advantage to the Company.

### 8.—COMMITMENT

- (1) The parties agree that there will be no extra claims in relation to wages unless consistent with this agreement.
- (2) The parties will meet to review this agreement at least ninety (90) days prior to its expiry.
- (3) Subject to subclause (1) of this clause, any part of this agreement can be varied by mutual consent.

### 9.—CONSULTATION

The parties are committed to improving effective consultation in the workplace. Both parties agree that consultation will provide employees with an opportunity to participate in and understand the decisions that impact their lives and therefore support the principle of consultation.

### 10.—CASUAL EMPLOYEES

- (1) There will be three classifications of Casual Employees as below—
  - (a) Casual Labourer paid at 75% of Brewery Technician 1 rate

- (b) Casual Brewery Technician paid at 80% of Brewery Technician 1 rate
- (c) Casual Beer Systems Technician paid at 90% Brewery Technician 1 rate

Details of duties for each classification are in Schedule A.

(2) Casuals will receive a 30% loading on the base rates above (1), which includes allowances for all entitlements. This rate does not include the Australian Superannuation Guarantee.

(3) Where Casuals work overtime or public holidays, they will receive a loading of 50% on the base rates above (1). Such loading shall be in place of that referred to in (2) above.

(4) Casual employees shall be engaged as required, provided that a minimum of four hours shall apply for each engagement. These four hours will be worked unless varied by mutual agreement whereby a casual employee shall be paid for the actual hours worked.

(5) In reference to Clause (4) above, provided that a minimum of four hours shall apply for each engagement, that engagement may include work by the Casual employee for another employer, and that work is by arrangement between the parties, then the actual work engagement by the Company may be less than four hours with the difference being made up by the other employer.

(6) (a) Casual employees shall be entitled to a paid meal break for a duration of 30 minutes where engagement exceeds six hours. Where a Casual is engaged on twelve hours night shift, they will be entitled to two paid meal breaks of 30 minutes duration.

(b) The meal/s break will be taken at an agreed time suited to the process requirements and a minimum of disruption to production or the duties of the engagement.

(c) Employees shall be entitled to a paid refreshment break once before their meal break and once after; provided that work processes and customer service are not adversely affected.

(7) (a) The base rate of a Casual employee is based upon a 35 hour week with in-built overtime of 2.5 hours.

(b) Casual employees’ hours of engagement will be based upon a bank of hours of 1720 hours per annum. The annual bank of hours’ accrual will commence on either the 1<sup>st</sup> day of September or the individual’s commencement date of engagement and terminate on August 31<sup>st</sup> of each year. Hours in excess of the 1720 will be deemed as overtime.

(8) The individual entitlements other than those as set out within this clause shall, as a minimum be determined by the Minimum Conditions of Employment Act 1993 or in relation to Long Service Leave, the Long Service Leave General Order.

### 11.—REMUNERATION

(1) Remuneration details for the period of this agreement are listed in schedule B. The remuneration package includes—

1. A 2.5% per annum increase (1 September each year) or Perth CPI (year ending 30 June) which ever is the greater.
2. An Individual Performance Based Pay System which individuals may volunteer to participate in. (Schedule C)
3. An Incentive Scheme as described in Schedule E will operate for the term of this agreement.

(2) Shift workers (day and afternoon shift) or those on a five day roster shall be paid a loading of 15%. An additional 5% applies for each nightshift worked.

(3) Sub-clause (2) above does not include Beer Systems Technicians.

### 12.—DUTIES

(1) All employees covered by this agreement may be required to perform any job within their classification provided that they have the necessary competencies. Skills, health and safety are the only criteria for work.

(2) All work in and around the brewery includes that listed in Schedule A.

## 13.—HOURS OF WORK

(1) Ordinary Hours—

- (a) For all employees, hours will be scheduled based on a bank of hours ranging from 1830 to 1950 per annum consisting of the following—

Ordinary work hours	1600
Public Holidays	80
Overtime	120 (Built into salary. Worked as requested)
Annual Leave	140
A/L Overtime	10 (Built into salary and counted as worked during Annual Leave).

- (b) Hours of work shall be rostered consecutively on consecutive days (except where interrupted by Public Holidays) as follows—

	Minimum Hours	Maximum Hours
(a) Daily	4	12
(b) Weekly	0	48

- (c) Days worked—any of the 7 days providing there are no more than 120 hours or 10 days rostered at weekends. Hours worked in excess of this amount will be paid at time and one half and paid in the next pay period. These overtime hours are separate to the bank of hours.
- (d) For each three month period, the daily average of hours worked must not be less than eight hours. This provision does not apply to five day roster employees.
- (e) No more than two consecutive weekly shifts can be worked if those shifts contain hours which fall between 6:00pm to 6:00am.
- (f) Limits of 12 hour shifts on nights are as follows—  
48 hour week 8, 12, 12, 8, 8  
40 hour week 8, 12, 12, 8  
36 hour week 12, 12, 12
- (h) Employees will participate in roster development having regard for customer requirements, this Clause and Clause 7 herein.
- (i) Employees concerned shall receive twelve (12) working hours notice of any changes to the roster if production needs determine this is necessary, unless mutually agreed to the contrary.
- (j) Employees, other than shift employees, shall work a five day roster that has a spread of consecutive hours between 6am and 6pm
- (k) 12 hour shifts shall start and finish at the hours 6.00am or 6.00pm, unless otherwise mutually agreed.

(2) Bank of Hours

- (a) Hours shall be allocated on the basis of accrued hours against target for the year and on the competencies required to perform the work.
- (b) A weekly record of accrual of hours will be kept.
- (c) The Bank of Hours will be monitored and controlled by employees, who will set rosters and work schedules with the object of each employee reaching a total of annual hours within a range of 1830 and 1950.
- (d) Quarterly reviews will be held with the parties to monitor control.
- (e) For employees terminating or commencing within the 12 month period a pro rata system shall apply.
- (f) During periods of long service leave, hours will be accrued on the basis of a 37.5 hour week, made up of 35 ordinary hours and 2.5 hours of in-built overtime.
- (g) Personal leave or Workers Compensation leave of greater than 4 weeks, will accrue on the basis of a 37.5 hour week, made up of 35 Ordinary hours and 2.5 hours of in-built overtime. Absence of less than

four weeks will accrue on the basis of a 35 hour week. For periods of less than one week hours will accrue in accordance with the employees roster.

(3) Hours in Excess of the Bank of Hours—

- (a) Overtime in excess of the bank of hours will be allocated by the team, on the basis of skills required and equity.
- (b) Hours in excess of the Bank of Hours shall be paid at a rate of time and one half of the base rate.
- (c) Any accrued hours will be paid in October each year.

(4) Alternative Days For Public Holidays

- (a) Where the date of a scheduled public holiday listed below falls on a day where it will interrupt the flow of production, that holiday can be changed to a day adjoining a weekend with no penalty.
- Australia Day
  - Foundation Day
  - Queens Birthday
- (b) Employees concerned will be involved in planning these arrangements.

(5) Nominated Days Off

Employees who work shift shall be entitled to eight predetermined non-work days mutually agreed four of which shall be Saturday or Sunday, only four employees can nominate the rostered days off at one time and these shall be taken to meet the seasonal nature of the business.

(6) Stores

Employees in the Stores will have a three month calendar detailing the days required for work which can be varied by mutual agreement. The calendar will be issued five working days before each three month period, commencing 1<sup>st</sup> September of each year.

## 14.—MEAL AND REFRESHMENT BREAKS

- (1) (a) All employees are entitled to a meal break of 30 minutes duration.
- (b) For day employees that break is unpaid.
- (c) For shift employees it will be paid.
- (2) The meal break will be taken at an agreed time suited to the process requirements with minimum interruption to production.
- (3) Employees shall be entitled to a paid refreshment break once before their meal break and once after, provided that work processes and customer service are not adversely affected.
- (4) Two paid 30 minute meal breaks will be provided for employees working 12 hour night shifts.

## 15.—ANNUAL LEAVE

(1) Entitlement

- (a) On completion of 12 months service an employee shall be entitled to 140 hours annual leave. The 140 hours Annual Leave entitlement equates to four calendar weeks. That is as four by 35 hour weeks.
- (b) For each Public Holiday that occurs during the Annual Leave period the leave shall be extended by one eight hour day.

(2) Pro Rata Entitlement—

On termination of employment or if proceeding on leave an employee shall be entitled to be paid pro rata entitlements for each completed week of service.

(3) Payment of Annual Leave

This shall be based on all regular salary entitlements.

(4) Rostering of Leave—

- (a) Subject to the coverage of production rosters, leave rosters are the responsibility of employees and their Team Leader and all leave arrangements shall be approved by the employer with an emphasis being that leave is taken to meet the seasonal nature of the business. Rostering of leave will be done to ensure that employees leave dates reflect fairness and equity between team members

- (b) For the purpose of rostering the year will run from 1 September—31 August of each year.
- (c) All annual leave due shall be taken within the 12 month period, unless there are special and agreed circumstances between the parties and employee concerned.
- (d) Leave shall be taken in no more than two portions with a one week (35 hours) portion as a minimum.

#### 16.—PERSONAL LEAVE

(1) Employees will be paid at the rate due for that day(s) for any reasonable absence, provided the employer is satisfied that the absence is for a bone fide reason such as sick leave or compassionate leave.

(2) The continuation of payment may be reviewed relevant to the individuals' medical and attendance records.

#### (3) Employee Development Leave

- (a) Employee development leave is a voluntary program available to Company employees who have in excess of 5 years service, unless mutual Agreement to the contrary is reached.
- (b) An employee may apply for unpaid employee development leave of between 8 and 12 months. The Company may refuse any application as it sees fit.
- (c) Employees on development leave will not accrue entitlements.
- (d) An employee must notify the Company of his or her intentions either to return or terminate his employment with the Company within one month of the agreed date of return.

#### 17.—TRAINING

(1) (a) Training will be provided to all Swan employees to meet the needs of production, and all employees may be required to participate in that training.

(b) Selection for Training will depend on the business need and skills mix within the team. However, the company will make every endeavour to match an individual's capacity and needs for development.

(c) Each employee shall have a current training plan, and subject to (a) and (b) above this plan will be developed in consultation with the employee and Team Leader. If the employee is dissatisfied with the Training Plan he/she may request that their union representative raises the matter via the dispute settling procedure.

#### (2) Trade Union Training Leave

Employees nominated by the Union to attend during ordinary working hours courses organised and conducted by the Union shall do so without loss of pay subject to the following conditions—

- (a) That the Company received written notice of the nomination from the Union setting out the times, dates, subject and venue of the course.
- (b) That the granting of such leave shall be subject to the convenience of the Company and such leave not unduly affecting the Company's operations.
- (c) That the Company shall not be liable to pay an employee attending such a course for more than the normal pay he/she would have received had he/she been attending work during his/her normal hours for the day or days concerned.
- (d) That the Company shall be provided with the proof of attendance of the representative at such course.

#### 18.—UNIFORMS

(1) After completion of a satisfactory probationary period an employee shall receive—

- (a) 5 shirts;
- (b) 3 trousers;
- (c) 1 Jumper or Jacket every second year;

of the standard Swan uniform and thereafter issues shall be on a needs basis. Employees are required to wear the supplied uniform to work and to keep same in a clean and presentable condition.

(2) Two promotional polo shirts will be provided annually. Additional promotional clothing may be exchanged for beer tickets.

#### 19.—CONTRACTORS

(1) Contractors and contractors' employees engaged to carry out work covered by casual classifications in this agreement shall be paid at rates determined for those classifications.

#### 20.—RECORD

(1) This clause is inserted into this agreement as a result of legislation, which came into effect on 16 January 1996.

(2) The employer bound by this agreement shall maintain a time and wages record for each employee.

(3) The entries in the time and wages records for each employee shall include the employee's name and details of the employee's job classification or description, benefits received by the employee and any other detail required by this agreement.

(4) The employer must ensure that each entry in the time and wages record is retained for not less than seven (7) years after it is made.

(5) A representative of an organisation of employees shall have the power to inspect the time and wages records of an employee or former employee.

(6) The power of inspection may not be exercised for the purpose of inspecting the time and wages records of an employee or former employee who —

- (a) is not a member of the organisation; and
- (b) has notified the employer in writing that the employee or former employee does not consent to a representative of an organisation of employees having access to those records.

(7) The power of inspection may only be exercised by a representative of an organisation of employees authorised in accordance with the rules of the organisation to exercise the power.

(8) The representative is empowered to inspect any notification that an employee or former employee does not consent to a representative having access to time and wages records.

(9) A person who has given a notification referred to in paragraph (b) of subclause (6) hereof may, by notice in writing to the employer, withdraw the notification and, upon that withdrawal, the notification ceases to be of effect.

(10) Before exercising a power of inspection the representative shall give reasonable notice of not less than 24 hours to the employer.

(11) The employer shall endeavour to —

- (a) maintain the time and wages records of employees in such a manner that access by a representative of an organisation to the records of employees does not give access to records of employees who are not members of the organisation and have notified the employer that they do not consent to a representative of an organisation of employees having access to the records;
- (b) ensure that a representative of an organisation does not obtain access to the records of employees who are not members of the organisation and have notified the employer that they do not consent to a representative of an organisation of employees having access to the records; and
- (c) ascertain whether an employee or prospective employee does not consent to a representative of an organisation of employees having access to the time and wages records of the employee or prospective employee.

(12) A person shall not by threats or intimidation persuade or attempt to persuade an employee or prospective employee to give, or refuse to give, written notification that the employee or prospective employee does not consent to a representative of an organisation of employees having access to the time and wages records of that employee or prospective employee.

(13) The employer must ensure that any notification from an employee or former employee in accordance with this clause shall be retained for not less than seven years.

(14) There shall be a liberty to apply to amend this clause at any time.

(15) Any employer or organisation bound by or party to this agreement may apply to the Western Australian Industrial Relations Commission at any time in relation to this clause.

#### 21.—PARENTAL LEAVE

(1) Parental Leave shall be in accordance with the standard established by the Australian Industrial Relations Commission.

(2) In addition to (1) above; Parental Leave shall include six (6) weeks paid leave for the primary care giver and one (1) week's paid leave for the secondary care giver.

#### 22.—SUPERANNUATION

The Superannuation Scheme as described in Schedule D (Operations) will operate for the period of this agreement, this Scheme can only be varied by mutual agreement.

#### 23.—INCENTIVE SCHEME

A bonus Incentive Scheme will operate for the period of this agreement, as described in Schedule E, this Scheme can only be varied by mutual agreement.

### PART 2

#### 1. General

Part 2 applies to Beer Systems Technicians employed under the classification in Schedule A.

Where there is any inconsistency between Part 2 and Part 1 of this Agreement, Part 2 shall prevail to the extent of the inconsistency.

#### 2. Remuneration

2.1 As at 1 May, 2000, the Beer Systems 5 day allowance (1996 Enterprise Agreements) will be rolled up to form a new base rate. This rate will include all allowances for working a bank of hours (Part 1 13.1 (a) ) and/or shift work. Where a rostered night shift occurs a penalty of 5% of base rate applies.

2.2 A bonus system will operate as per Schedule E, for the period of this Agreement.

2.3 Details of rates for the term of this agreement are in Schedule B.

2.4 Employees will have the opportunity to participate (voluntarily) in the individual performance based pay system as per Schedule C.

#### 3. Motor Vehicle

3.1 A tool of trade motor vehicle will be issued to all Beer Systems Technicians as per Lion Nathan Australia Motor Vehicle Policy, which outlines conditions for work and private use.

#### 4. Call-Outs

4.1 All Beer Systems Technicians will participate in an on-call roster scheme, nominally once every six weeks, but not more than nine weeks per annum.

4.2 The maximum number of call-outs per annum will be 25. The call out time worked will be deducted from the bank of hours at single time. After 25 call outs in one year (1 September to 31 August) a call-out rate at time and a half will apply.

4.3 Call-outs shall be four hours minimum worked or adjusted by mutual agreement.

4.4 When on call-out roster, call-out will apply for 24 hour coverage, 7 days a week.

#### 5. Hours of Work

5.1 Hours of work will be based upon a bank of hours of 1950 per annum, which shall be monitored by both employees and the Beer Systems Manager.

5.2 In consultation with the Beer Systems Manager, there will be every endeavour to maximise the number of hours worked on day-shift.

5.3 Subject to business requirements the means taken to maintain the bank of hours shall be mutually agreed. Clause 13. 5 Part One, does not apply to Beer Systems Technicians.

#### 6. Superannuation

The Superannuation Scheme as described in Schedule D (Beer Systems) will operate for the period of this agreement, this Scheme can only be varied by mutual agreement.

### SCHEDULE A—CLASSIFICATION SYSTEM

#### Introduction

The classifications of employees, for work in and around the Brewery, of this agreement are described below—

#### Definitions

##### For Operations

##### New Employees

This classification applies to all new employees employed in Packaging or Brewing sections. After 12 months continuous service employees will move to Brewery Technician 1 or if in Brewing to Brewery Technician 2.

##### Stores' Person

This classification includes all duties necessary to maintain a clean, safe working environment providing fast and efficient service to support all customers of the general store. Such duties shall include goods receivable, safe storage and handling of all direct charge and stock inventory items, accurate cycle counting, daily processing of issues and dispatch of customer requisitions and data entry.

##### Brewery Technician 1

This classification shall apply to all current L 4 (1996 Agreement) employees in packaging as at 24<sup>th</sup> March, 2000. In this classification all employees shall perform all duties associated with the efficient operation of the packaging department and includes training, QC, machinery operation and goods receivable to dispatch but does not include work normally carried out by tradespersons. All current Brewery Technicians employed in Packaging will go to this level by 24<sup>th</sup> March, 2001.

##### Brewery Technician 2

This classification shall apply to all current L 5 (1996 Agreement) employees in brewing as at 24<sup>th</sup> March, 2000. In this classification all employees shall perform all duties associated with the efficient operation of the brewing department and includes training, QC, machinery operation and goods receivable to bright beer but does not include work normally carried out by tradespersons. All current Brewery Technicians employed in Brewing will move to this level by 24<sup>th</sup> March, 2001.

##### Process Co-Ordinator—Brewing

This classification shall apply to all current L6 (1996 Agreement) employees in brewing as at 24<sup>th</sup> March, 2000. In this classification employees may perform all duties associated with the efficient operation of the brewing department described in Brewery Technician 2 above plus the control of technical and process coordination of Brewing including Bright Beer supply, filtration schedules, planning and work schedules, clearance certificates, problem solving and continuous improvement but does not include work normally carried out by tradespersons. This position is by appointment and all employees will have the opportunity to submit their names for consideration as vacancies occur.

##### Interim Arrangements for Current Employees

Packaging employees who are currently L 4 (1996 Agreement) as at 24<sup>th</sup> March, 2000 and who are subsequently selected and trained in Packaging QC skills will move to Brewery Technician 2 on completion of their training. For current Packaging employees, selection for QC training will be by appointment.

##### For Beer Systems

##### Beer Systems Technician

This classification shall apply to current L4 (1996 employees in Beer Systems as at 24<sup>th</sup> March, 2000. In this classification all employees shall perform all duties associated with the efficient operation of a service department, including installations, service work, quoting and co-ordination of work, quality issues, trouble shooting and rostered weeks on call.

##### For Casual Employees and Contractors

##### Casual Beer System Technician

A Casual employee in Beer Systems shall be able to fulfil the duties normally conducted by a Beer Systems Technician.

**Casual Brewery Technician**

A Casual Brewery Technician will be able to carry out work normally undertaken by Brewery Technicians in the production and packaging of beer.

**Casual Labourer**

A Casual Labourer is an employee who carries out duties in or around the brewery, which are not included in items (1) and (2) above including time spent in induction and are generally duties classified as unskilled.

**SCHEDULE B—WAGE RATES**

CLASSIFICATION	10.4.00	*1.9.00	1.9.01	1.9.02
Casual Labourer **	\$32,659	\$33,508	TBA	TBA
Casual Brewery Technician **	\$34,837	\$35,743	TBA	TBA
Casual Beer Systems Technician **	\$39,192	\$40,211	TBA	TBA
New Employee	\$39,192	\$40,211	TBA	TBA
Stores	\$39,192	\$40,211	TBA	TBA
Brewery Technician 1	\$43,546	\$44,678	TBA	TBA
Brewery Technician 2	\$45,724	\$46,913	TBA	TBA
Process Coordinator	\$47,900	\$49,145	TBA	TBA
Beer Systems Technician	\$50,111	\$51,413	TBA	TBA

\* Wage increases as at the 1<sup>st</sup> September, 2000 have been calculated at 2.6% per annum on base salary, in accordance with Perth CPI.

\*\* The hourly rate for casuals is determined by the annual rate divided by 1820 (hrs)

**SCHEDULE C—INDIVIDUAL PERFORMANCE BASED PAY**

An Individual Performance Based Pay system which is voluntary shall operate as below—

- Each employee on the system will have an annual performance appraisal at the end of the year (31<sup>st</sup> August), which will determine their entitlements to an Individual Performance Based Pay lump sum.

This is outlined in the Individual Performance Based Pay (IPBP) matrix below—

INDIVIDUAL PERFORMANCE BASED PAY MATRIX			
Year	2000	2001	2002
On Target	3-4	3-4	TBA
Above	5-6	5-6	TBA
Outstanding	7-8	7-8	TBA

NB: The published 'On Target' rate for F02 will not be less than 2.5% or CPI (Perth).

The base rate movement for any year will be subtracted from any IPBP earnings and the difference paid as a lump sum.

- Each individual on this system shall have a set of four accountabilities for each operating year against which their performance will be rated and individuals shall have regular reviews (1 on 1's) throughout the year against these accountabilities as described below—

**ACCOUNTABILITY 1: TEAM SUPPORT**

This accountability measures how you support your team/department through teamwork.

Below Target	On Target	Above Target	Outstanding
<ul style="list-style-type: none"> <li>Generally does not participate, or</li> <li>Participates in group activities only when pushed by others or self interest.</li> <li>Participates in a negative way.</li> </ul>	<ul style="list-style-type: none"> <li>Supports the team concept</li> <li>Participates in team meetings</li> </ul>	<ul style="list-style-type: none"> <li>Participates actively in team processes and encourages teamwork. Makes a positive and valuable contribution to team processes.</li> </ul>	<ul style="list-style-type: none"> <li>Takes actions to motivate team members</li> <li>Identifies needs of the team and processes and drives for completion.</li> </ul>

**ACCOUNTABILITY 2: QUALITY**

This accountability focuses on your responsibility for achieving product in line with specifications. The Quality System environment also provides opportunities for pro-active achievement.

Below Target	On Target	Above Target	Outstanding
<ul style="list-style-type: none"> <li>Generally avoids responsibility for Quality output.</li> </ul>	<ul style="list-style-type: none"> <li>Recognises and reacts to out of control processes</li> <li>Carries out routine tasks consistently</li> </ul>	<ul style="list-style-type: none"> <li>Takes full responsibility for achieving Quality outputs.</li> <li>Works out ways to improve processes</li> </ul>	<ul style="list-style-type: none"> <li>Initiates and drives improvements</li> <li>Initiates and completes updates to operator manuals and processes</li> </ul>

**ACCOUNTABILITY 3: PERSONAL DEVELOPMENT**

This accountability measures your willingness and ability to take responsibility for effectively developing your competencies in line with departmental plans.

Below Target	On Target	Above Target	Outstanding
<ul style="list-style-type: none"> <li>Generally avoids personal development opportunities.</li> </ul>	<ul style="list-style-type: none"> <li>Maintains currency of competencies.</li> </ul>	<ul style="list-style-type: none"> <li>Takes ownership of their personal development.</li> <li>Pursues job rotation to maintain currency.</li> </ul>	<ul style="list-style-type: none"> <li>Participates in continuous learning (JOB, AME)</li> <li>Presents knowledge to team members.</li> </ul>

**ACCOUNTABILITY 4: KPIS**

This accountability measures your contribution towards achieving the Company, Operations and Team KPIS.

Below Target	On Target	Above Target	Outstanding
<ul style="list-style-type: none"> <li>Pays little attention to the activities that influence achievement of KPIS.</li> </ul>	<ul style="list-style-type: none"> <li>Focuses on department KPIS and has input into KPI performance</li> </ul>	<ul style="list-style-type: none"> <li>Consistently identifies and addresses the factors that influence achievement of KPIS.</li> <li>Shows concern when KPIS not tracking to plan</li> </ul>	<ul style="list-style-type: none"> <li>Challenges others with their need to ensure KPIS are met.</li> <li>Initiates and drives processes which result in improvements in KPIS.</li> </ul>

**SCHEDULE D—SUPERANNUATION**

**Operations**

The superannuation provisions contained herein operate subject to the requirements of the hereinafter prescribed provision titled—Compliance, Nomination and Transition.

- Base Company Contributions for Operations Employees—

The Company shall contribute on behalf of each employee (excluding Beer Systems Technicians—refer Clause 3 below) an amount equal to 12.5% of base salary into the "Lion Nathan Australia Superannuation Fund" or make similar payment by a method or into such other superannuation fund. And provided the employee elects to contribute a minimum of 2% of base salary in accordance with point number 2 or by another agreed method.

- Foregone Salary Contributions—

In addition to "Base Company Contributions" each employee may elect (subject to Australian Superannuation Standards) to forego any portion in stages of 1% of that employees salary, in which case the Company will contribute such amount into that employee's superannuation account.

While this option will reduce the amount of base salary paid, any other remuneration will be based on the employee's nominal salary.

- Compliance, Nomination and Transition

Notwithstanding anything contained elsewhere herein which requires that contribution be made to a superannuation fund or scheme in respect of an employee, on and from 30 June 1998—

- Such fund or scheme shall no longer be a complying superannuation fund or scheme for the purposes of this clause unless—
  - the fund or scheme is a complying fund or scheme within the meaning of the Superannuation Guarantee (Administration) Act 1992 of the Commonwealth; and

- (ii) under the governing rules of the fund or scheme, contributions may be made by or in respect of the employee permitted to nominate a fund or scheme;
- (b) The employee shall be entitled to nominate the complying superannuation fund or scheme to which contributions are to be made by or in respect of the employee;
- (c) The employer shall notify the employee of the entitlement to nominate a complying superannuation fund or scheme as soon as practicable;
- (d) A nomination or notification of the type referred to in paragraphs (b) and (c) of this subclause shall, subject to the requirements of regulations made pursuant to the Industrial Relations Legislation Amendment and Repeal Act 1995, be given in writing to the employer or the employee to whom such is directed;
- (e) The employee and employer shall be bound by the nomination of the employee unless the employee and employer agree to change the complying superannuation fund or scheme to which contributions are to be made;
- (f) The employer shall not unreasonably refuse to agree to a change of complying superannuation fund or scheme requested by a employee;
- Provided that on and from 30 June 1998, and until an employee thereafter nominates a complying superannuation fund or scheme—
- (g) if one or more complying superannuation funds or schemes to which contributions may be made be specified herein, the employer is required to make contributions to that fund or scheme, or one of those funds or schemes nominated by the employer; or
- (h) if no complying superannuation fund or scheme to which contributions may be made be specified herein, the employer is required to make contributions to a complying fund or scheme nominated by the employer.

#### 4. Beer Systems

Commencing the 1<sup>st</sup> May 2000, the Company will pay an amount equal to the Superannuation Guarantee Charge legislated requirement (7% 1.7.98, 8% 1.7.2000 and 9% 1.7.2002). If the employee so elects the Company shall contribute on behalf of each employee an amount equal to the legislated Superannuation Guarantee requirement of base salary into the Lion Nathan Australia Superannuation Fund or make similar payment by method or into such other superannuation fund. There is no compulsory employee contribution required for this election although the employee may elect to contribute in accordance with point number 2 or by another agreed method.

#### SCHEDULE E—BONUS SYSTEM

##### Operations (Commencing 1/9/2000)

1. For the period of this agreement a Bonus System will operate following the principles below—

- a. A 4% of base paid as bonus for 100% achievement of set targets and up to 8% of base, bonus for achievement of 200% of set targets.
- b. The bonus earned for each quarter commencing at the 1<sup>st</sup> September of each year will be paid 21 days after the end of each quarter.
- c. Bonus targets will be set for the full year at the beginning of each operating year (1<sup>st</sup> September).

##### Beer Systems (Commencing 1/5/2000)

1. For the period of this agreement a Bonus System will operate following the principles below—

- a. A 10% of base bonus for 100% achievement of set targets and 20% of base bonus for 200% achievement of set targets

- b. The bonus earned for the year commencing at the 1<sup>st</sup> September of each year will be paid 21 days after the end of each year (31<sup>st</sup> August).
- c. Bonus targets will be set for the full year at the beginning of each operating year (1<sup>st</sup> September).
2. The bonus targets will be set as follows—
- a. 50% of the bonus earnings will be dedicated to company performance targets. To achieve a payment for these targets they must be 100% achieved as a minimum.
- b. 50% of the bonus earnings will be dedicated to individual performance objectives. To achieve a payment for these targets they must be 75% achieved as a minimum; the bonus payment amount would be on a pro rata basis.
- c. The bonus earnings listed in (a) and (b) above can be earned independently.
3. Bonus payments for period 1 September, 1999 to 30 April, 2000 will be paid on a pro-rata basis to take into account the 1996 agreement. Bonus payments for period 1 May 2000 to 31 August 2000 will be paid on a pro-rata basis to comply with Clause 1 above.
4. The bonus earned for each quarter commencing at the 1<sup>st</sup> September of each year will be paid 21 days after the end of each quarter.

#### SCHEDULE F—PARTIES

For and Behalf of—

	<b>Common Seal</b>
(Signed A.W. Cottrell)	(Signed R. Murphy)
_____ The Swan Brewery Company Pty. Limited	_____ The Brewery and Bottleyards Employees Industrial Union of Workers of W.A.
Dated: 1 <sup>st</sup> May 2000	Dated: 1 <sup>st</sup> May 2000

#### UNITED INSULATION/BLPPU AND CMETU COLLECTIVE AGREEMENT 2000.

No. AG198/00.

2000 WAIRC 00514

#### WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

##### PARTIES

THE WESTERN AUSTRALIAN BUILDERS' LABOURERS, PAINTERS & PLASTERERS UNION OF WORKERS, CONSTRUCTION, MINING, ENERGY, TIMBERYARDS, SAWMILLS AND WOODWORKERS UNION OF AUSTRALIA—WESTERN AUSTRALIAN BRANCH V CORSO INDUSTRIES PTY LTD TRADING AS UNITED INSULATION CO

##### CORAM

COMMISSIONER J F GREGOR

##### DELIVERED

WEDNESDAY, 6 SEPTEMBER 2000

##### FILE NO/S

APPLICATION AG 198 OF 2000

##### Result

Agreement registered.

##### Representation

##### Applicant

Mr P Joyce on behalf of the applicant.

##### Respondent

No appearance.

#### Order.

HAVING heard Mr P Joyce on behalf of the (Applicant) and there being no appearance on behalf of the (Respondent), and by consent, the Commission pursuant to the powers conferred on it under the *Industrial Relations Act, 1979*, hereby orders—

THAT the agreement No. AG 198 of 2000, lodged in the Commission on 17 August 2000, entitled United

Insulation/BLPPU and CMETU Collective Agreement 2000 be registered as an Industrial Agreement.

(Sgd.) J.F. GREGOR,  
Commissioner.

[L.S.]

—————

### 1.—TITLE

This agreement shall be known as the *United Insulation/BLPPU and the CMETU Collective Agreement 2000*.

### 2.—ARRANGEMENT

	CLAUSE NO.
Title	1
Arrangement	2
Parties and Persons Bound	3
Application	4
Relationship to Parent Award	5
Period of Operation	6
Classification Structures & Rates of Pay	7
Industry Standards	8
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Negotiation of a Subsequent Agreement	10
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Dispute Settlement Procedure	16
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Training and Related Matters	18
Drug & Alcohol, Safety & Rehabilitation Program	19
Clothing & Safety Footwear	20
Income Protection	21
Union Membership	22
Y2K	23
Signatories to the Agreement	24
Appendix A—Drug & Alcohol, Safety and Rehabilitation Program	
Appendix B—Site Allowance	

### 3.—PARTIES AND PERSONS BOUND

This agreement shall be binding on *United Insulation Co.* (hereinafter referred to as “the company”), the Western Australian Builders’ Labourers, Painters and Plasterers Union of Workers and the Construction Mining Energy Timberyards Sawmills and Woodworkers Union of Australia—WA Branch (hereinafter referred to as “the unions”) and all employees of the company eligible to be members of the unions.

### 4.—APPLICATION

This agreement shall apply to all employees of the company engaged on work in or in connection with construction, alteration, maintenance, repair or demolition of buildings or other structures of any kind whatsoever.

This agreement shall apply in Western Australia only. There are approximately 4 to 6 employees covered by this agreement.

### 5.—RELATIONSHIP TO PARENT AWARD

1. This agreement is supplementary to, and shall be read and interpreted wholly in conjunction with, the Building Trades (Construction) Award 1987, Award No. R14 of 1978 (hereinafter referred to as “the award”).

2. In the event of any inconsistency between the award and an express provision of this agreement, the terms of this agreement shall prevail to the extent of such inconsistency, unless the express provision of the agreement provides otherwise.

### 6.—PERIOD OF OPERATION

This agreement shall come into force from the first pay period commencing on or after November 1<sup>st</sup> 1999 and shall remain in force until the 1<sup>st</sup> of November, 2002.

### 7.—CLASSIFICATION STRUCTURE & RATES OF PAY

1. All employees working under this agreement shall be paid according to the wage rates set out below.

### 2. Wage Rates (per hour at ordinary time)

	Previous EBA Rate	1st November 1999 Hourly Rate	1st November 2000 Hourly Rate	1st November 2001 Hourly Rate
	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
	\$	\$	\$	\$
Labourer Group 1	17.15	18.01	18.91	19.86
Labourer Group 2	16.56	17.39	18.26	19.17
Labourer Group 3	16.12	16.93	17.78	18.67
Plaster, Fixer	17.82	18.71	19.65	20.63
Painter, Glazier	17.42	18.29	19.20	20.16
Signwriter	17.80	18.69	19.62	20.63
Carpenter/Roofeer	17.93	18.85	19.79	20.78
Bricklayer	17.75	18.63	19.61	20.59
Refractory Bricklayer	20.38	21.40	22.47	25.59
Stonemason	17.93	18.82	19.76	20.75
Rooftiler	17.62	18.50	19.43	20.40
Marker/Setter Out	18.46	19.38	20.35	21.37
Special Class T	18.69	19.62	20.61	21.64

### APPRENTICE RATES

	Previous EBA Rate	1st November 1999 Hourly Rate	1st November 2000 Hourly Rate	1st November 2001 Hourly Rate
	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
	\$	\$	\$	\$
<b>Plasterer, Fixer</b>				
Year 1 (.5/3/5)	7.48	7.86	8.25	8.66
Year 2 (1/3)	9.81	10.29	10.81	11.35
Year 3 (2/3)	13.37	14.03	14.74	15.47
Year 4 (3/3)	15.69	16.46	17.29	18.15
<b>Painter, Glazier</b>				
Year 1 (.5/3/5)	7.32	7.68	8.06	8.47
Year 2 (1/3), (1.5/3.5)	9.58	10.06	10.56	11.09
Year 3 (2/3), (2.5/3.5)	13.06	13.72	14.40	15.12
Year 4 (3/3), (3.5/3.5)	15.33	16.10	16.90	17.74
<b>Signwriter</b>				
Year 1 (.5/3.5)	7.48	7.85	8.24	8.66
Year 2 (1/3, 1.5/3.5)	9.78	10.28	10.79	11.35
Year 3 (2/3, 2.5/3.5)	13.35	14.02	14.72	15.47
Year 4 (3/3, 3/5/3.5)	15.66	16.45	17.27	18.15
<b>Carpenter/Roofeer</b>				
Year 1	7.54	7.92	8.31	8.73
Year 2 (1/3)	9.86	10.37	10.88	11.43
Year 3 (2/3)	13.45	14.14	14.84	15.59
Year 4 (3/3)	15.78	16.59	17.42	18.29
<b>Bricklayer</b>				
Year 1	7.46	7.82	8.24	8.65
Year 2 (1/3)	9.76	10.25	10.79	11.32
Year 3 (2/3)	13.31	13.97	14.71	15.44
Year 4 (3/3)	15.62	16.39	17.26	18.12
<b>Stonemason</b>				
Year 1	7.54	7.92	8.31	8.73
Year 2 (1/3)	9.86	10.37	10.88	11.43
Year 3 (2/3)	13.45	14.14	14.84	15.59
Year 4 (3/3)	15.78	16.59	17.42	18.29
<b>Rooftiler</b>				
6 months	10.04	10.54	11.07	11.62
2nd 6 months	11.04	11.59	12.17	12.78
Year 2	12.90	13.55	14.23	14.94
Year 3	15.14	15.90	16.70	17.54

3. All expense related allowances not specifically mentioned in this agreement will be paid as per the award as varied from time to time.

4. Site allowances relating to particular sites shall be paid in accordance with Appendix B of this Agreement.

5. An additional payment will be made to compensate for the impact of the Goods and Services Tax on the Consumer Price Index. In the circumstance that the CPI limit below is exceeded the appropriate additional payment will be made to the wage rates. The CPI figure for the applicable dates will be the official figure released by the ABS for the preceding year.

Date	CPI Limit	Additional Payment
June 2001	5%	1% (paid 1/9/2001)
June 2001	6%	2% (paid 1/9/2001)
June 2002	5%	1% (paid 1/9/2002)
June 2002	6%	2% (paid 1/9/2002)

## 8.—INDUSTRY STANDARDS

## Redundancy

The company shall increase redundancy contributions on behalf of each employee to the following sums on a weekly basis—

Rate on signing	\$50
Rate as of 1/05/2001	\$60

## Superannuation

(i) The Company will make a payment of \$60 per week per employee or the percentage rate that is prescribed under the Superannuation Guarantee Charge, whichever is the greater. On 1<sup>st</sup> July 2002 the Company will make a payment of \$90 per week per employee.

The Company will advise all employees subject to the Agreement of their right to have payments made to a complying superannuation fund of their choice. The Company is bound by the employee's election. The aforementioned payment will then be made to that fund.

Until each employee nominates the fund of their choice the Company will make payments into the Construction + Building Unions Superannuation Scheme (the "C+BUSS").

In the event that any employee chooses a fund other than the C+BUSS the Company will, within seven days of the employee advising the Company of the fund of their choice, advise the Union in writing of the employee's decision.

In the event that the employee and the Company reach an agreement pursuant to section 49C(2)(d) of the Act to change the complying superannuation fund or scheme the Company will, within seven days of the employee and the Company reaching such an agreement, advise the Union in writing of the agreement. The employer shall not unreasonably refuse to agree to a change of complying superannuation fund or scheme requested by the employee.

(ii) "Ordinary Time Earnings" (which for the purposes of the Superannuation Guarantee (Administration) Act 1992 will operate to provide a notional earnings base) shall mean the actual ordinary rate of pay the employee receives for ordinary hours of work including tool allowance, industry allowance, trade allowances, shift loading, special rates, qualification allowances (eg. first aid, laser safety officer), multi-storey allowance, site allowance, asbestos eradication allowance, leading hand allowances, in charge of plant allowance and supervisory allowances where applicable. The term includes any regular over-award pay as well as casual rates received and any additional rates and allowances paid for work undertaken during ordinary hours of work, including fares and travel.

## 9.—SICK LEAVE

For sick leave accrued after the date of signing this agreement the following will apply—

- The Company's employees shall have the option of converting 100% of accrued sick leave entitlement to a cash payment on termination
- If an employee who has been terminated by the Company without exercising the above option is re-engaged within a period of six months, the unpaid balance of sick leave shall continue from the date of re-engagement.
- Where the Company has signed a previous Agreement with the Union that also allowed for the conversion to cash payment on termination for accrued sick leave, that accrued sick leave will be treated as if is accrued under this agreement.

## 10.—NEGOTIATION OF A SUBSEQUENT AGREEMENT

The parties agree to commence negotiations for a new collective agreement to succeed this agreement at least 3 months before the nominal expiry date. The parties intend to conclude these negotiations prior to the nominal expiry date. These negotiations shall be conducted on a collective basis between all of the parties with the negotiated outcome being subject to approval of a vote of the employees collectively.

## 11.—APPLICATION OF PROJECT AGREEMENTS

1. This agreement shall apply to all persons employed in the employer's business and every part thereof throughout

Western Australia until 1<sup>st</sup> November 2002 except where the company commences work on a project where a site agreement to which the union is a party exists that provides for higher rates of pay and conditions.

2. The conditions contained in any such site agreement will take precedence over this agreement for the duration of the project.

## 12.—FARES AND TRAVELLING ALLOWANCE

In addition to Clause 12A of the award a travel payment shall be made in the form of a daily payment (on days worked) of \$6.15 per day per employee.

## 13.—SENIORITY

1. The parties agree the continuity of employment is desirable wherever possible, and that where it is not possible, employees will be retrenched in order of seniority.

2. When applying the "first on last off" principle it is agreed subject to the caveat of "all things being equal", it is intended to apply on a Company basis rather than a site by site basis.

3. It is recognised that from time to time instances may arise where the employee's individual skills may be subject to this caveat. Where there is any disagreement as to the application of this the matter will be processed in accordance with Clause 16—Dispute Settlement Procedure.

4. An employee who has been retrenched by the Company shall have absolute preference and priority for re-employment/re-engagement by the Company. Where an employee is re-engaged within a period of six months the employee shall maintain continuity of service and all accrued entitlements with the Company.

## 14.—ALL IN PAYMENTS

1. All-in payments to employees will not be made. All-in payments are defined as an hourly rate or piece work rate which is meant to cover wages and all allowances, such as annual leave, sick leave, etc., on which tax is being paid using the Prescribed Payments System.

2. It is agreed that where a breach of this clause is discovered, the employer shall continue paying the "all-in" rate as the employees hourly rate, but shall pay all award and other entitlements on top of this amount, back-dated to the commencement of the all-in rate arrangement. The company shall not be entitled to offset any amount in excess of the ordinary hourly rate against any other entitlement in this agreement.

3. This clause shall not be applied to prevent the employer subletting specialised work outside of the normal scope of work which the employer performs. The union shall be notified when specialist sub-contractors are to be engaged.

## 15.—PYRAMID SUB-CONTRACTING

1. "Pyramid Sub-Contracting" is defined as the practice of a sub-contractor, to whom a sub-contract is originally awarded, sub-letting that contract or part thereof to another sub-contractor.

2. Provided that where a sub-contractor does not have the technical capacity to handle a specialist section of the contract and intends to engage a specialist sub-contractor to perform that work, that section may be re-let to a specialist sub-contractor.

3. Further provided that when a sub-contract is let for labour and material, a labour-only sub-contract may be let by the sub-contractor, but it is unacceptable as a principle for further labour-only sub-contracts to be re-let.

4. A bona fide sub-contractor is generally an employer of labour, save for a machine owner-operator.

5. Where a disagreement arises in relation to the definition or application of the term "Pyramid Sub-Contracting" the parties shall discuss and determine the issue in accordance with the agreement dispute resolution procedure. In any event of a disagreement, the matter shall be negotiated further between the parties or referred to the Western Australian Industrial Relations Commission. Whilst these procedures are undertaken no industrial action shall occur.

## 16.—DISPUTE SETTLEMENT PROCEDURE

1. Disputes over any work related or industrial matter should be dealt with as close to its source as possible.

2. An employee or the union delegate should initially submit any work related grievance and/or industrial matter to the site foreperson, supervisor or other appropriate site representative of the company.

3. If the matter remains unresolved the union delegate may then submit the matter to the appropriate senior management person.

4. If still not resolved the delegate shall refer the matter to an appropriate official of the union, who shall discuss the matter with the nominated representative of the employer.

5. Whilst the above procedures are being followed work should continue as normal.

6. This procedure is to be followed in good faith and without unreasonable delay by any party.

7. Should the matter remain unresolved it shall be dealt with in one of the following ways as agreed to between the parties—

- referred to the Western Australian Industrial Relations Commission for conciliation and if required arbitration. The Commission's decision will be accepted by all parties subject to legal rights of appeal; or
- referred to a disputes board for determination; or
- referred to a private arbitrator agreed to between the parties, for determination.

8. This dispute settlement procedure does not apply to health and safety issues.

9. Nothing in the above procedure or this agreement shall prevent employees taking industrial action on issues of industry, state or national significance.

#### 17.—SAFETY DISPUTE RESOLUTION

1. The parties to this agreement are committed to the safe operation of plant and equipment, to the observance of safe working practices, and the provision by the employer and correct use of all personal protective equipment. The company recognises its responsibilities to provide a safe and healthy workplace.

2. In the event of any disagreements on the necessity to carry out any safety measure or modify, reinforce or reinstate any safety device whatsoever, the procedures set out in this clause will be adopted.

3. No person shall dismiss a safety complaint. Any complaint should be referred to the company safety officer or workers' safety representative to be dealt with in accordance with the following procedures—

- (i) Where any employee becomes aware of an unsafe situation, that employee will immediately notify the company safety officer or the workers' safety representative.
- (ii) The company safety officer and the workers' safety representative will take immediate action to have the unsafe situation rectified.
- (iii) Should the company safety officer consider that no safety precautions are necessary, he/she will notify the workers' safety representative accordingly as soon as possible.
- (iv) While there is disagreement on the ruling of the company safety officer, the company safety officer will arrange for the immediate transfer of all employees from the disputed area.
- (v) Should the company safety officer be of the opinion that no action is necessary and the worker's safety representative disagrees, an appropriate inspector from Worksafe/Workcover will be requested to undertake an inspection of the disputed area for the purpose of resolving any such matter.
- (vi) If disagreement still exists the chief inspector or his/her nominee will be called in to assist in the resolution of the dispute.
- (vii) If no agreement can be reached between the parties the matter will be dealt with in accordance with the dispute resolution procedure of this agreement.
- (viii) Whilst the above procedure is being followed there will be no stoppage of work in respect of the matter

being considered, except in the area alleged to be unsafe.

- (ix) It is accepted that safety considerations override normal work practices and depending on the degree of potential risk to persons on the job, or the general public, can override normal demarcation practices.

#### 18.—TRAINING AND RELATED MATTERS

1. A training allowance of \$13.00 per week per worker shall be paid by the employer to the Union Education and Training Fund. This shall increase to \$14.00 per week on 1 November 2000 and a further increase to \$15.00 per week on 1 November 2001.

2. Subject to all qualifications in this clause, an employee shall, upon application in writing to and with approval of the employer, be granted leave with pay each calendar year pro-rata to attend courses conducted or approved by the NBCITC. The employers approval shall not be unreasonably withheld.

The application for leave shall be given to the employer at least two weeks in advance of the date of commencement of the course.

The time of taking leave shall be arranged so as to minimise any adverse effect on the employer's operations. The onus shall rest with the employer to demonstrate an inability to grant leave where an employee is otherwise entitled.

An employer shall not be liable for any additional expenses associated with an employee's attendance at a course other than payment of ordinary time earnings for such absence.

For the purpose of this clause ordinary time earnings shall be defined as the agreement classification rate.

Leave of absence granted pursuant to this clause shall count as service for all purposes of this agreement.

3. The Company will actively encourage employees to seek formal recognition of their skills (recognition of prior learning), and will allow leave as per (2) above for such purposes including but not limited to securing Tradesmen's Rights Certificates.

#### 19.—DRUG & ALCOHOL, SAFETY & REHABILITATION PROGRAM

The parties are committed to the Drug and Alcohol, Safety and Rehabilitation program as outlined in Appendix A—Drug and Alcohol, Safety and Rehabilitation Program.

#### 20.—CLOTHING AND SAFETY FOOTWEAR

1. The following items will be supplied to each employee by the Company, upon the completion of five working days.

- (a) 1 pair safety boots, to be replaced on a fair wear and tear basis.
- (b) 2 T-shirts with collars, and will be replaced on a fair wear and tear basis.
- (c) 1 bluey jacket for each employee employed during the period 1 April to 31 October. (One issued per year)

2. The Company will also make available to each employee, when requested by them, sun screen lotion and sun brims to fit over safety helmets.

#### 21.—INCOME PROTECTION

1. The Company agrees to insure employees covered by this Agreement for injury and sickness. The scheme is to be negotiated between the parties.

2. The Company agrees to pay each employee accident pay where the employee receives an injury for which weekly payments or compensation are payable by or on behalf of the Company pursuant to the provisions of the Workers' Compensation and Rehabilitation Act 1981, as amended.

3. "Accident Pay" means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the Workers' Compensation and Rehabilitation Act and the employee's ordinary wage under this Agreement.

4. The Company shall pay accident pay during the incapacity of the employee arising from any one injury for a total of 39 weeks whether the incapacity is in one continuous period or not.

## 22.—UNION MEMBERSHIP

The employer will encourage, as far as possible, all employees covered by the agreement, to be financial members of the Unions.

## 23.—Y2K

On the following key dates the Company will issue written records of accrued entitlements to each employee. The accrued entitlements will include annual leave, sick leave, any accruing productivity bonuses, redundancy payments and Superannuation payments and also on each employees anniversary date—

- ❖ 31 December 1999
- ❖ 28 February 2000
- ❖ 31 December 2000
- ❖ 28 February 2001

## 26.—SIGNATORIES

<b>BLPPU</b>	K REYNOLDS
	Date: 17/8/00
<b>CMETU</b>	J McDONALD
	Date: 8/8/00
<b>The Company:</b>	.....
	SIGNATURE
	Date: 1/8/00
<i>Company</i>	GUY GALATI
<i>Seal</i>	PRINT NAME

## APPENDIX A—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

## 1. PRINCIPLE

People dangerously affected by alcohol, and/or drugs are a safety hazard to themselves and all other persons in the workplace.

## 2. FOCUS

- \* Site safety and the involvement of the site safety committee
- \* Peer intervention and support
- \* Rehabilitation

## 3. WORKPLACE POLICY

a) A person who is dangerously affected by drugs or alcohol will not be allowed to work until that person can work in a safe manner.

b) The decision on a persons ability to work in a safe manner will be made by the safety committee, or on projects with no safety committee, by a body of at least equal numbers of employee/employer representatives.

c) There will be no payment of lost time to a person unable to work in a safe manner.

d) If this happens 3 times the worker shall be given a written warning and made aware of the availability of treatment/counselling. If the worker refuses help he/she may be transferred/dismissed the next time he/she is dangerously affected.

e) For the purposes of disciplinary action a warning shall be effective for a period of 12 months from the date of issue.

f) A worker having problems with alcohol and or other drugs—

- \* Will not be sacked if he/she is willing to get help.
- \* Must undertake and continue with the recommended treatment to maintain the protection of this program.
- \* Will be entitled to sick leave or leave without pay while attending treatment.

## 4. IMPLEMENTATION

To assist with the adoption and implementation with this policy the company will—

- a) Clearly state its endorsement of the BTG Drug and Alcohol program and comply with it.
- b) Provide access at an agreed time and venue for a representative of the BTG Drug and Alcohol Program to address a meeting of employees to discuss and endorse the program.

- c) Authorise the attendance of appropriate company personnel eg. Safety delegate/officer, safety committee members, union delegate, consultative committee members(s) at the two hour BTG Drug and Safety in the Workplace training course.

## APPENDIX B—SITE ALLOWANCE

1. This agreement is between the parties to this agreement and shall apply to construction work undertaken by principal contractors who are engaged in the commercial/industrial sector of the building industry in the state of Western Australia within a 50km radius of the Perth General Post Office.

2. This agreement provides for a site allowance to be paid to employees engaged on particular building projects, and for such site allowance to be paid in addition to the wage rates and allowances prescribed by the award as well as any industrial or certified agreements made in conjunction with the award which does not prescribe a site allowance.

3. The site allowance payable under this agreement is to be paid at a flat rate per hour for all hours worked to compensate for all special factors/disabilities on the project and in lieu of all award special rates, with the exception of rates relating to the lifting of heavy blocks, cleaning down brickwork and the use of explosive powered tools which will be payable to an employee when he/she encounters that particular disability.

## 4. Site Allowance Formula

At the commencement of a project the particular site allowance to apply shall be determined in accordance with the following formula—

## 4.1 Projects Located Within Perth C.B.D. (as defined)

New Work		
<u>Project Contractual Value</u>		<u>Site Allowance</u>
Up to \$520,000		NIL
Above \$520,000 to \$2.17 m		\$1.90
Above \$2.17m to \$4.55m		\$2.25
Over \$4.55m		\$2.85

Renovations, Restorations and/or Refurbishment Work

<u>Project Contractual Value</u>		<u>Site Allowance</u>
Up to \$520,000		NIL
Above \$520,000 to \$2.17m		\$1.70
Above \$2.17m to \$4.55m		\$1.90
Over \$4.55m		\$2.45

## 4.2 Projects Located Within West Perth (as defined)

New Work		
<u>Project Contractual Value</u>		<u>Site Allowance</u>
Up to \$520,000		NIL
Above \$520,000 to \$2.17 m		\$1.70
Above \$2.17m to \$4.55m		\$1.90
Over \$4.55m		\$2.45

Renovations, Restorations and/or Refurbishment Work

<u>Project Contractual Value</u>		<u>Site Allowance</u>
Up to \$520,000		NIL
Above \$520,000 to \$2.17m		\$1.60
Above \$2.17 m to \$4.55m		\$1.80
Over \$4.55m		\$2.05

The site allowance on projects which are a combination of new and renovation work shall be governed by the majority of work involved. For example, where the majority of work is new work, then the site allowance appropriate to new work shall be paid for all employees on the project.

## 4.3 Projects within 50 km radius of Perth G.P.O. but not including the C.B.D. or West Perth (as defined)

<u>Project Contractual Value</u>		<u>Site Allowance</u>
Up to \$1 m		NIL
Above \$1 m to \$2.17 m		\$1.30
Above \$2.17m to 6m		\$1.60
Above \$6m to \$11.98m		\$1.85
Above \$11.98m to \$24.43m		\$2.05
Above \$24.43m to \$60.5m		\$2.35
Over \$60.5m		\$2.55

**“C.B.D.”**—Central Business District shall mean the area bounded by the Swan River South, Swan River East to Nile Street running into Wittenoom Street, Hill Street to Royal Street, Royal Street to Lord Street, Lord Street to Newcastle Street, along Newcastle Street to the Freeway, the Freeway South to the Perth-Fremantle railway line, along the Perth-Fremantle railway line to Dyer Street, Dyer Street through to Havelock Street, Havelock Street to Kings Park Road, Kings Park Road to Fraser Avenue, Fraser Avenue projected through to the Swan River.

**“West Perth”**—shall mean the area contained within the boundaries formed by Thomas Street, Kings Park Road, Havelock Street, Dyer Street and the Perth-Fremantle railway line back to Thomas Street.

**Boundary roads:** If a road borders between two regions in which site allowances are to be paid as per this agreement, the parties confirm that one side of such a boundary road will be deemed to fall in one region and the other side of the boundary road will be deemed to fall in the other region. For example, the eastern side of Havelock Street will be in the “CBD” and the western side of Havelock Street shall be in “West Perth”.

**“Project Contractual Value”**—shall be deemed to mean the value of all tendered work which falls under the scope of the principal contractor’s contract.

5. The site/project allowance and project contractual value detailed in this agreement shall be adjusted on 1 October each year by the total C.P.I. movements for Perth during the preceding four quarters ending 30 June and accordingly, the site allowance amounts shall be adjusted up or down to the nearest five cents.

6. Project contractual values shall be subject to review at any renewal of this agreement, but in any event shall not be adjusted by a percentage less than the total CPI movements for Perth during the preceding four quarters ending 30 June. Such adjustment being to the nearest \$10,000.

7. The agreed site allowance once set pursuant to this agreement shall be recorded in a site agreement to which the applicable principal contractor and the Union will be signatories. The level of allowance once nominated at the commencement of the project will continue without change until completion of the project.

8. It is acknowledged that on certain projects a site agreement may be entered into between the principal contractor and the building trades group of unions for that project that may include matters regularly addressed within the industry, such as, but not limited to, the following—

- Disputes Procedures
- Occupational Health and Safety Procedures
- Demarcation Procedures
- First Aid Provisions and On-Site Amenities

and the unions will not unreasonably refuse to continue to discuss such matters if raised by the principal contractor.

9. This agreement does not apply to resource development projects or civil and engineering projects.

10. Where a dispute arises as to the application of the terms of this agreement, if the issue cannot be resolved in discussions between the parties, it is agreed that the matter will be referred to the appropriate industrial tribunal for resolution without recourse to industrial action.

11. It is a term of this agreement that all site allowance agreements entered into prior to this date will be honored by all parties and will continue to apply for the life of the particular project.

12. Where because of a condition of contract the principal contractor is required not to allow for a site allowance, before final application of this agreement, discussions will be held between the parties with a view to resolving any problems that may arise as a result of this situation.

### 13. Productivity Allowance

In return to increase productivity and/or timely completion of projects it is agreed that a productivity allowance of \$1.00 per hour worked shall be paid to employees engaged upon projects in excess of \$10 million, or such other sum as agreed. The productivity allowance may be accumulated and paid at the end of the project.

### 14. Structural Frame Allowance

It is agreed that a structural frame allowance of \$1.00 per hour all purpose shall be paid to all employees engaged upon projects (new construction only) which exceed two stories in height or building where the structure exceeds 10 metres in height (excluding spires, flagpoles and the like).

### 15. Provision of Canteen

It is agreed that canteen accommodation shall be provided where a project exceeds \$35 million in values and where the operation of the canteen is financially self supporting in respect of consumables. Canteen to come into operation when on site manning levels exceed 50 and to cease when manning levels reduce to below 50.

### 16. Provision of Nurse

It is agreed that a qualified nurse shall be engaged where the forecast long term staffing levels for a project exceed 100 (one hundred) or when actual numbers exceed 100 notwithstanding that forecasts may have been below that level. The nurse shall commence duties when staffing levels reach (fifty) and shall terminate when levels reduce to 50 (fifty). The requirement for a provision of a nurse shall be waived if the project is adjacent to a hospital with a public emergency department.

17. This agreement shall only apply to building contracts entered into on or tendered for on or after 1 January 1999.

### 18. Application to Apprentices

The rates prescribed in this agreement shall apply to all apprentices commencing employment after 31 December 1997 in the same proportion as the percentage of a tradesperson’s wage rate as prescribed by the appropriate award or Enterprise Bargaining Agreement, being

1st year	42%
2nd year	55%
3rd year	75%
4th year	88%

## UTOPIA INDUSTRIES/BLPPU AND THE CMETU COLLECTIVE AGREEMENT 2000.

No. AG194/00.

2000 WAIRC 00513

WESTERN AUSTRALIAN  
INDUSTRIAL RELATIONS COMMISSION.

### PARTIES

THE WESTERN AUSTRALIAN BUILDERS’ LABOURERS, PAINTERS & PLASTERERS UNION OF WORKERS, CONSTRUCTION, MINING, ENERGY, TIMBERYARDS, SAWMILLS AND WOODWORKERS UNION OF AUSTRALIA—WESTERN AUSTRALIAN BRANCH V UTOPIA INDUSTRIES PTY LTD

### CORAM

COMMISSIONER J F GREGOR

### DELIVERED

WEDNESDAY, 6 SEPTEMBER 2000

### FILE NO/S

APPLICATION AG 194 OF 2000

### Result

Agreement registered.

### Representation

#### Applicant

Mr P Joyce on behalf of the applicant.

#### Respondent

No appearance

### Order.

HAVING heard Mr P Joyce on behalf of the (Applicant) and there being no appearance on behalf of the (Respondent), and by consent, the Commission pursuant to the powers conferred on it under the *Industrial Relations Act, 1979*, hereby orders—

THAT the agreement No. AG 194 of 2000 lodged in the Commission on 9 August 2000, entitled Utopia

Industries/BLPPU and the CMETU Collective Agreement 2000 be registered as an Industrial Agreement.

(Sgd.) J.F. GREGOR,  
Commissioner.

[L.S.]

### 1.—TITLE

This agreement shall be known as the *Utopia Industries Pty Ltd/BLPPU and the CMETU Collective Agreement 2000*.

### 2.—ARRANGEMENT

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### 3.—PARTIES AND PERSONS BOUND

This agreement shall be binding on *Utopia Industries Pty Ltd* (hereinafter referred to as "the company"), the Western Australian Builders' Labourers, Painters and Plasterers Union of Workers and the Construction Mining Energy Timberyards Sawmills and Woodworkers Union of Australia—WA Branch (hereinafter referred to as "the unions") and all employees of the company eligible to be members of the unions.

### 4.—APPLICATION

This agreement shall apply to all employees of the company engaged on work in or in connection with construction, alteration, maintenance, repair or demolition of buildings or other structures of any kind whatsoever.

This agreement shall apply in Western Australia only. There are approximately 1 employees covered by this agreement.

### 5.—RELATIONSHIP TO PARENT AWARD

1. This agreement is supplementary to, and shall be read and interpreted wholly in conjunction with, the Building Trades (Construction) Award 1987, Award No. R14 of 1978 (hereinafter referred to as "the award").

2. In the event of any inconsistency between the award and an express provision of this agreement, the terms of this agreement shall prevail to the extent of such inconsistency, unless the express provision of the agreement provides otherwise.

### 6.—PERIOD OF OPERATION

This agreement shall come into force from the first pay period commencing on or after November 1<sup>st</sup> 1999 and shall remain in force until the 1<sup>st</sup> of November, 2002.

### 7.—CLASSIFICATION STRUCTURE & RATES OF PAY

1. All employees working under this agreement shall be paid according to the wage rates set out below.

#### 2. Wage Rates (per hour at ordinary time)

	Previous EBA Rate	1st November 1999 Hourly Rate	1st November 2000 Hourly Rate	1st November 2001 Hourly Rate
	\$	\$	\$	\$
Labourer Group 1	17.15	18.01	18.91	19.86
Labourer Group 2	16.56	17.39	18.26	19.17
Labourer Group 3	16.12	16.93	17.78	18.67
Plaster, Fixer	17.82	18.71	19.65	20.63
Painter, Glazier	17.42	18.29	19.20	20.16
Signwriter	17.80	18.69	19.62	20.63
Carpenter/Roofer	17.93	18.85	19.79	20.78
Bricklayer	17.75	18.63	19.61	20.59
Refractory Bricklayer	20.38	21.40	22.47	25.59
Stonemason	17.93	18.82	19.76	20.75
Roofiler	17.62	18.50	19.43	20.40
Marker/Setter Out	18.46	19.38	20.35	21.37
Special Class T	18.69	19.62	20.61	21.64

#### APPRENTICE RATES

	Previous EBA Rate	1st November 1999 Hourly Rate	1st November 2000 Hourly Rate	1st November 2001 Hourly Rate
	\$	\$	\$	\$
<b>Plasterer, Fixer</b>				
Year 1	7.48	7.86	8.25	8.66
Year 2 (1/3)	9.81	10.29	10.81	11.35
Year 3 (2/3)	13.37	14.03	14.74	15.47
Year 4 (3/3)	15.69	16.46	17.29	18.15
<b>Painter, Glazier</b>				
Year 1 (.5/3/5)	7.32	7.68	8.06	8.47
Year 2 (1/3), (1.5/3.5)	9.58	10.06	10.56	11.09
Year 3 (2/3), (2.5/3.5)	13.06	13.72	14.40	15.12
Year 4 (3/3), (3.5/3.5)	15.33	16.10	16.90	17.74
<b>Signwriter</b>				
Year 1 (.5/3.5)	7.48	7.85	8.24	8.66
Year 2 (1/3, 1.5/3.5)	9.78	10.28	10.79	11.35
Year 3 (2/3, 2.5/3.5)	13.35	14.02	14.72	15.47
Year 4 (3/3, 3/5/3.5)	15.66	16.45	17.27	18.15
<b>Carpenter/Roofer</b>				
Year 1	7.54	7.92	8.31	8.73
Year 2 (1/3)	9.86	10.37	10.88	11.43
Year 3 (2/3)	13.45	14.14	14.84	15.59
Year 4 (3/3)	15.78	16.59	17.42	18.29
<b>Bricklayer</b>				
Year 1	7.46	7.82	8.24	8.65
Year 2 (1/3)	9.76	10.25	10.79	11.32
Year 3 (2/3)	13.31	13.97	14.71	15.44
Year 4 (3/3)	15.62	16.39	17.26	18.12
<b>Stonemason</b>				
Year 1	7.54	7.92	8.31	8.73
Year 2 (1/3)	9.86	10.37	10.88	11.43
Year 3 (2/3)	13.45	14.14	14.84	15.59
Year 4 (3/3)	15.78	16.59	17.42	18.29
<b>Roofiler</b>				
6 months	10.04	10.54	11.07	11.62
2nd 6 months	11.04	11.59	12.17	12.78
Year 2	12.90	13.55	14.23	14.94
Year 3	15.14	15.90	16.70	17.54

3. All expense related allowances not specifically mentioned in this agreement will be paid as per the award as varied from time to time.

4. Site allowances relating to particular sites shall be paid in accordance with Appendix B of this Agreement.

5. An additional payment will be made to compensate for the impact of the Goods and Services Tax on the Consumer Price Index. In the circumstance that the CPI limit below is exceeded the appropriate additional payment will

be made to the wage rates. The CPI figure for the applicable dates will be the official figure released by the ABS for the preceding year.

Date	CPI Limit	Additional Payment
June 2001	5%	1% (paid 1/9/2001)
June 2001	6%	2% (paid 1/9/2001)
June 2002	5%	1% (paid 1/9/2002)
June 2002	6%	2% (paid 1/9/2002)

#### 8.—INDUSTRY STANDARDS

##### Redundancy

The company shall increase redundancy contributions on behalf of each employee to the following sums on a weekly basis—

Rate on signing	\$50
Rate as of 1/05/2001	\$60

##### Superannuation

(i) The Company will make a payment of \$75 per week per employee or the percentage rate that is prescribed under the Superannuation Guarantee Charge, whichever is the greater. On 1<sup>st</sup> July 2002 the Company will make a payment of \$90 per week per employee.

The Company will advise all employees subject to the Agreement of their right to have payments made to a complying superannuation fund of their choice. The Company is bound by the employee's election. The aforementioned payment will then be made to that fund.

Until each employee nominates the fund of their choice the Company will make payments into the Construction + Building Unions Superannuation Scheme (the "C+BUSS").

In the event that any employee chooses a fund other than the C+BUSS the Company will, within seven days of the employee advising the Company of the fund of their choice, advise the Union in writing of the employee's decision.

In the event that the employee and the Company reach an agreement pursuant to section 49C(2)(d) of the Act to change the complying superannuation fund or scheme the Company will, within seven days of the employee and the Company reaching such an agreement, advise the Union in writing of the agreement. The employer shall not unreasonably refuse to agree to a change of complying superannuation fund or scheme requested by the employee.

(ii) "Ordinary Time Earnings" (which for the purposes of the Superannuation Guarantee (Administration) Act 1992 will operate to provide a notional earnings base) shall mean the actual ordinary rate of pay the employee receives for ordinary hours of work including tool allowance, industry allowance, trade allowances, shift loading, special rates, qualification allowances (eg. first aid, laser safety officer), multi-storey allowance, site allowance, asbestos eradication allowance, leading hand allowances, in charge of plant allowance and supervisory allowances where applicable. The term includes any regular over-award pay as well as casual rates received and any additional rates and allowances paid for work undertaken during ordinary hours of work, including fares and travel.

#### 9.—SICK LEAVE

For sick leave accrued after the date of signing this agreement the following will apply—

- The Company's employees shall have the option of converting 100% of accrued sick leave entitlement to a cash payment on termination
- If an employee who has been terminated by the Company without exercising the above option is re-engaged within a period of six months, the unpaid balance of sick leave shall continue from the date of re-engagement.
- Where the Company has signed a previous Agreement with the Union that also allowed for the conversion to cash payment on termination for accrued sick leave, that accrued sick leave will be treated as if it accrued under this agreement.
- Sick leave shall accrue, for the purposes of this clause, at the rate of one day at the beginning of each of the first ten calendar months of each year.

- Employees shall have the option of converting to a cash payment all sick leave entitlements over 5 days. Payment shall be made on the last pay period prior to the Christmas closedown.

#### 10.—NEGOTIATION OF A SUBSEQUENT AGREEMENT

The parties agree to commence negotiations for a new collective agreement to succeed this agreement at least 3 months before the nominal expiry date. The parties intend to conclude these negotiations prior to the nominal expiry date. These negotiations shall be conducted on a collective basis between all of the parties with the negotiated outcome being subject to approval of a vote of the employees collectively.

#### 11.—APPLICATION OF PROJECT AGREEMENTS

1. This agreement shall apply to all persons employed in the employer's business and every part thereof throughout Western Australia until 1<sup>st</sup> November 2002 except where the company commences work on a project where a site agreement to which the union is a party exists that provides for higher rates of pay and conditions.

2. The conditions contained in any such site agreement will take precedence over this agreement for the duration of the project.

#### 12.—FARES AND TRAVELLING ALLOWANCE

In addition to Clause 12A of the award a travel payment shall be made in the form of a daily payment (on days worked) of \$6.15 per day per employee.

#### 13.—SENIORITY

1. The parties agree the continuity of employment is desirable wherever possible, and that where it is not possible, employees will be retrenched in order of seniority.

2. When applying the "first on last off" principle it is agreed subject to the caveat of "all things being equal", it is intended to apply on a Company basis rather than a site by site basis.

3. It is recognised that from time to time instances may arise where the employee's individual skills may be subject to this caveat. Where there is any disagreement as to the application of this the matter will be processed in accordance with Clause 16—Dispute Settlement Procedure.

4. An employee who has been retrenched by the Company shall have absolute preference and priority for re-employment/re-engagement by the Company. Where an employee is re-engaged within a period of six months the employee shall maintain continuity of service and all accrued entitlements with the Company.

#### 14.—ALL IN PAYMENTS

1. All-in payments to employees will not be made. All-in payments are defined as an hourly rate or piece work rate which is meant to cover wages and all allowances, such as annual leave, sick leave, etc., on which tax is being paid using the Prescribed Payments System.

2. It is agreed that where a breach of this clause is discovered, the employer shall continue paying the "all-in" rate as the employees hourly rate, but shall pay all award and other entitlements on top of this amount, back-dated to the commencement of the all-in rate arrangement. The company shall not be entitled to offset any amount in excess of the ordinary hourly rate against any other entitlement in this agreement.

3. This clause shall not be applied to prevent the employer subletting specialised work outside of the normal scope of work which the employer performs. The union shall be notified when specialist sub-contractors are to be engaged.

#### 15.—PYRAMID SUB-CONTRACTING

1. "Pyramid Sub-Contracting" is defined as the practice of a sub-contractor, to whom a sub-contract is originally awarded, sub-letting that contract or part thereof to another sub-contractor.

2. Provided that where a sub-contractor does not have the technical capacity to handle a specialist section of the contract and intends to engage a specialist sub-contractor to perform that work, that section may be re-let to a specialist sub-contractor.

3. Further provided that when a sub-contract is let for labour and material, a labour-only sub-contract may be let by the sub-contractor, but it is unacceptable as a principle for further labour-only sub-contracts to be re-let.

4. A bona fide sub-contractor is generally an employer of labour, save for a machine owner-operator.

5. Where a disagreement arises in relation to the definition or application of the term "Pyramid Sub-Contracting" the parties shall discuss and determine the issue in accordance with the agreement dispute resolution procedure. In any event of a disagreement, the matter shall be negotiated further between the parties or referred to the Western Australian Industrial Relations Commission. Whilst these procedures are undertaken no industrial action shall occur.

#### 16.—DISPUTE SETTLEMENT PROCEDURE

1. Disputes over any work related or industrial matter should be dealt with as close to its source as possible.

2. An employee or the union delegate should initially submit any work related grievance and/or industrial matter to the site foreperson, supervisor or other appropriate site representative of the company.

3. If the matter remains unresolved the union delegate may then submit the matter to the appropriate senior management person.

4. If still not resolved the delegate shall refer the matter to an appropriate official of the union, who shall discuss the matter with the nominated representative of the employer.

5. Whilst the above procedures are being followed work should continue as normal.

6. This procedure is to be followed in good faith and without unreasonable delay by any party.

7. Should the matter remain unresolved it shall be dealt with in one of the following ways as agreed to between the parties—

- referred to the Western Australian Industrial Relations Commission for conciliation and if required arbitration. The Commission's decision will be accepted by all parties subject to legal rights of appeal; or
- referred to a disputes board for determination; or
- referred to a private arbitrator agreed to between the parties, for determination.

8. This dispute settlement procedure does not apply to health and safety issues.

#### 17.—SAFETY DISPUTE RESOLUTION

1. The parties to this agreement are committed to the safe operation of plant and equipment, to the observance of safe working practices, and the provision by the employer and correct use of all personal protective equipment. The company recognises its responsibilities to provide a safe and healthy workplace.

2. In the event of any disagreements on the necessity to carry out any safety measure or modify, reinforce or reinstate any safety device whatsoever, the procedures set out in this clause will be adopted.

3. No person shall dismiss a safety complaint. Any complaint should be referred to the company safety officer or workers' safety representative to be dealt with in accordance with the following procedures—

- (i) Where any employee becomes aware of an unsafe situation, that employee will immediately notify the company safety officer or the workers' safety representative.
- (ii) The company safety officer and the workers' safety representative will take immediate action to have the unsafe situation rectified.
- (iii) Should the company safety officer consider that no safety precautions are necessary, he/she will notify the workers' safety representative accordingly as soon as possible.
- (iv) While there is disagreement on the ruling of the company safety officer, the company safety officer will arrange for the immediate transfer of all employees from the disputed area.

(v) Should the company safety officer be of the opinion that no action is necessary and the worker's safety representative disagrees, an appropriate inspector from Worksafe/Workcover will be requested to undertake an inspection of the disputed area for the purpose of resolving any such matter.

(vi) If disagreement still exists the chief inspector or his/her nominee will be called in to assist in the resolution of the dispute.

(vii) If no agreement can be reached between the parties the matter will be dealt with in accordance with the dispute resolution procedure of this agreement.

(viii) Whilst the above procedure is being followed there will be no stoppage of work in respect of the matter being considered, except in the area alleged to be unsafe.

(ix) It is accepted that safety considerations override normal work practices and depending on the degree of potential risk to persons on the job, or the general public, can override normal demarcation practices.

#### 18.—AMENITIES

1. The parties agree that it is the responsibility of the company to ensure that the amenities prescribed by the Award are provided as a minimum. Where, however, that standard is not maintained due to an action or event beyond the control of the company, the union agrees that the company should be allowed reasonable time in which to rectify the problem. If the company acts promptly to rectify the problem, there should be no interruption to work from industrial stoppages, bans and limitations.

2. In all instances, the following procedure shall be observed—

3. A uniformly high standard of amenities and facilities such as ablution blocks, change rooms, crib sheds, etc. shall be provided.

4. All Sheds shall be weatherproof and soundly constructed to an approved standard with sufficient windows and doors, adequate ventilation and lighting. They must have a floor above ground level and be lined on ceilings and walls.

5. Mess Shed/s fitted with fly screens are provided for exclusive use of workers and not for the storage of employers' equipment, tools and materials.

6. Shed/s shall provide not less than 0.75 square metres of floor space per person employed at any one time, provided that the area be not less than 4.65 square metres. Fixtures, other than tables and chairs, shall not be included when calculating floor space.

7. Where 5 or more persons are employed at one time, the floor area shall not be less than 9 square metres.

8. Adequate facilities are to be provided for warmth and for drying clothes eg. strip heaters.

9. Provided that 20 or more persons are employed on the site at any one time, the employer shall provide a separate shed or sheds for messing, which shall be of such dimension as to provide not less than 0.75 square metres of floor space per person.

10. Where less than 20 persons are employed on site, Regulation 3.20—Workplace Facilities of the Occupational Safety and Health Regulations 1996 shall apply to provisions of messing and changing facilities.

11. In the changing facilities, separate clothes-hanging facilities for each person employed are to be provided (coat hooks only to be used).

12. In the changing facilities, sufficient seating accommodation for the changing of work apparel is to be provided.

13. In the messing facilities, sufficient tables with fixed washable laminated or vinyl surface, and seating for the taking of meals, are to be provided.

14. Food warming facilities to be supplied, together with a supply of cool, clean water conveniently accessible, as well as boiling water at meal/rest breaks.

15. Receptacle for garbage with bin liner and rat and fly proof is to be supplied in mess area, and emptied regularly.

16. A washable vinyl floor surface in all facilities is to be provided.

17. Shelving is to be supplied in the mess shed for storage (cups, lunch bags, etc).

18. All facilities are to be cleaned and disinfected on a regular basis.

19. All mess sheds shall be supplied with reverse cycle air-conditioning.

20. Toilet blocks shall be soundly constructed and roofed with weatherproof material. The floor of each toilet shall be well-drained and constructed of concrete, bricks and cement, or other approved materials which shall be impervious to water. Every toilet shall be well lighted by natural or artificial light and shall be ventilated. Each toilet shall have a hinged door, capable of being fastened on the inside, lift seats/flaps and toilet paper.

21. Where practicable, toilets to be connected to sewerage before commencement of the job.

22. Toilet/urinal location to be conveniently accessible to employees, but not so close as to cause a nuisance to those persons.

23. Where necessary, portable water seal toilets of an approved standard are to be provided and regularly serviced.

24. Conveniently accessible toilets and urinals are to be distributed every 5th floor on multi-storey constructions.

25. Toilets and urinals are to be washed daily with disinfectant and kept in clean, hygienic condition.

26. Adequate washing facilities, suitably drained, and was basins/troughs are to be supplied with running water.

27. Soap and towels are to be supplied.

28. The following toilet/urinal ratio shall be applied in respect to all employees—

Employees	Toilets	Urinals
1—5	1	Nil
6—10	1	1
11—20	2	2
21—35	3	4
36—50	4	6
51—75	5	7
76—100	6	8

NB. For each additional 20 persons or part thereof up to 200 persons or part thereof up to 200 persons, one additional urinal and one additional toilet is required. For each additional 35 persons or part thereof in excess of 200 persons, one additional urinal and one additional toilet is required. If a slab urinal is provided, each 600mm shall be regarded as one urinal.

19.—TRAINING AND RELATED MATTERS

1. A training allowance of \$13.00 per week per worker shall be paid by the employer to the Union Education and Training Fund. This shall increase to \$14.00 per week on 1 November 2000 and a further increase to \$15.00 per week on 1 November 2001.

2. Subject to all qualifications in this clause, an employee shall, upon application in writing to and with approval of the employer, be granted leave with pay each calendar year pro-rata to attend courses conducted or approved by the NBCITC. The employers approval shall not be unreasonably withheld.

The application for leave shall be given to the employer at least two weeks in advance of the date of commencement of the course.

The time of taking leave shall be arranged so as to minimise any adverse effect on the employer’s operations. The onus shall rest with the employer to demonstrate an inability to grant leave where an employee is otherwise entitled.

An employer shall not be liable for any additional expenses associated with an employee’s attendance at a course other than payment of ordinary time earnings for such absence.

For the purpose of this clause ordinary time earnings shall be defined as the agreement classification rate.

Leave of absence granted pursuant to this clause shall count as service for all purposes of this agreement.

3. The Company will actively encourage employees to seek formal recognition of their skills (recognition of prior

learning), and will allow leave as per (2) above for such purposes including but not limited to securing Tradesmen’s Rights Certificates.

20.—DRUG & ALCOHOL, SAFETY & REHABILITATION PROGRAM

The parties are committed to the Drug and Alcohol, Safety and Rehabilitation program as outlined in Appendix A—Drug and Alcohol, Safety and Rehabilitation Program.

21.—CLOTHING AND SAFETY FOOTWEAR

1. The following items will be supplied to each employee by the Company, upon the completion of five working days.

- (a) 1 pair safety boots, to be replaced on a fair wear and tear basis.
- (b) 2 T-shirts with collars, and will be replaced on a fair wear and tear basis.
- (c) 1 bluey jacket for each employee employed during the period 1 April to 31 October. (One issued per year)

2. The Company will also make available to each employee, when requested by them, sun screen lotion and sun brims to fit over safety helmets.

22.—INCOME PROTECTION

The Company agrees to insure employees covered by this Agreement for injury and sickness. The scheme is to be negotiated between the parties

23.—ACCIDENT PAY

1. The Company agrees to pay each employee accident pay where the employee receives an injury for which weekly payments or compensation are payable by or on behalf of the Company pursuant to the provisions of the Workers’ Compensation and Rehabilitation Act 1981, as amended.

2. “Accident Pay” means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the Workers Compensation and Rehabilitation Act and the employee’s ordinary wage under this Agreement.

3. The Company shall pay accident pay during the incapacity of the employee arising from any one injury for a total of 39 weeks whether the incapacity is in one continuous period or not.

24.—UNION MEMBERSHIP

The employer will encourage, as far as possible, all employees covered by the agreement, to be financial members of the Unions.

25.—Y2K

On the following key dates the Company will issue written records of accrued entitlements to each employee. The accrued entitlements will include annual leave, sick leave, any accruing productivity bonuses, redundancy payments and Superannuation payments and also on each employees anniversary date—

- ❖ 31 December 1999
- ❖ 28 February 2000
- ❖ 31 December 2000
- ❖ 28 February 2001

26.—SIGNATORIES

BLPPU K REYNOLDS  
Date: 7/8/2000

CMETU J McDONALD  
Date: 4/8/2000

The Company:  
.....  
SIGNATURE  
Date: 4/8/00

Company  
Seal FABIO SPERA  
PRINT NAME

## APPENDIX A—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

### 1. PRINCIPLE

People dangerously affected by alcohol, and/or drugs are a safety hazard to themselves and all other persons in the workplace.

### 2. FOCUS

- Site safety and the involvement of the site safety committee
- Peer intervention and support
- Rehabilitation

### 3. WORKPLACE POLICY

a) A person who is dangerously affected by drugs or alcohol will not be allowed to work until that person can work in a safe manner.

b) The decision on a persons ability to work in a safe manner will be made by the safety committee, or on projects with no safety committee, by a body of at least equal numbers of employee/employer representatives.

c) There will be no payment of lost time to a person unable to work in a safe manner.

d) If this happens 3 times the worker shall be given a written warning and made aware of the availability of treatment/counselling. If the worker refuses help he/she may be transferred/dismissed the next time he/she is dangerously affected.

e) For the purposes of disciplinary action a warning shall be effective for a period of 12 months from the date of issue.

f) A worker having problems with alcohol and or other drugs—

- Will not be sacked if he/she is willing to get help.
- Must undertake and continue with the recommended treatment to maintain the protection of this program.
- Will be entitled to sick leave or leave without pay while attending treatment.

### 4. IMPLEMENTATION

To assist with the adoption and implementation with this policy the company will—

- Clearly state its endorsement of the BTG Drug and Alcohol program and comply with it.
- Provide access at an agreed time and venue for a representative of the BTG Drug and Alcohol Program to address a meeting of employees to discuss and endorse the program.
- Authorise the attendance of appropriate company personnel eg. Safety delegate/officer, safety committee members, union delegate, consultative committee members(s) at the two hour BTG Drug and Safety in the Workplace training course.

## APPENDIX B—SITE ALLOWANCE

1. This agreement is between the parties to this agreement and shall apply to construction work undertaken by principal contractors who are engaged in the commercial/industrial sector of the building industry in the state of Western Australia within a 50km radius of the Perth General Post Office.

2. This agreement provides for a site allowance to be paid to employees engaged on particular building projects, and for such site allowance to be paid in addition to the wage rates and allowances prescribed by the award as well as any industrial or certified agreements made in conjunction with the award which does not prescribe a site allowance.

3. The site allowance payable under this agreement is to be paid at a flat rate per hour for all hours worked to compensate for all special factors/disabilities on the project and in lieu of all award special rates, with the exception of rates relating to the lifting of heavy blocks, cleaning down brickwork and the use of explosive powered tools which will be payable to an employee when he/she encounters that particular disability.

## 4. Site Allowance Formula

At the commencement of a project the particular site allowance to apply shall be determined in accordance with the following formula—

### 4.1 Projects Located Within Perth C.B.D. (as defined)

New Work

Project Contractual Value	Site Allowance
Up to \$520,000	NIL
Above \$520,000 to \$2.17 m	\$1.90
Above \$2.17m to \$4.55m	\$2.25
Over \$4.55m	\$2.85

Renovations, Restorations and/or Refurbishment Work

Project Contractual Value	Site Allowance
Up to \$520,000	NIL
Above \$520,000 to \$2.17m	\$1.70
Above \$2.17m to \$4.55m	\$1.90
Over \$4.55m	\$2.45

### 4.2 Projects Located Within West Perth (as defined)

New Work

Project Contractual Value	Site Allowance
Up to \$520,000	NIL
Above \$520,000 to \$2.17 m	\$1.70
Above \$2.17m to \$4.55m	\$1.90
Over \$4.55m	\$2.45

Renovations, Restorations and/or Refurbishment Work

Project Contractual Value	Site Allowance
Up to \$520,000	NIL
Above \$520,000 to \$2.17m	\$1.60
Above \$2.17 m to \$4.55m	\$1.80
Over \$4.55m	\$2.05

The site allowance on projects which are a combination of new and renovation work shall be governed by the majority of work involved. For example, where the majority of work is new work, then the site allowance appropriate to new work shall be paid for all employees on the project.

### 4.3 Projects within 50 km radius of Perth G.P.O.

but not including the C.B.D. or West Perth (as defined)

Project Contractual Value	Site Allowance
Up to \$1 m	NIL
Above \$1 m to \$2.17 m	\$1.30
Above \$2.17m to 6m	\$1.60
Above \$6m to \$11.98m	\$1.85
Above \$11.98m to \$24.43m	\$2.05
Above \$24.43m to \$60.5m	\$2.35
Over \$60.5m	\$2.55

“**C.B.D.**”—Central Business District shall mean the area bounded by the Swan River South, Swan River East to Nile Street running into Wittenoom Street, Hill Street to Royal Street, Royal Street to Lord Street, Lord Street to Newcastle Street, along Newcastle Street to the Freeway, the Freeway South to the Perth-Fremantle railway line, along the Perth-Fremantle railway line to Dyer Street, Dyer Street through to Havelock Street, Havelock Street to Kings Park Road, Kings Park Road to Fraser Avenue, Fraser Avenue projected through to the Swan River.

“**West Perth**”—shall mean the area contained within the boundaries formed by Thomas Street, Kings Park Road, Havelock Street, Dyer Street and the Perth-Fremantle railway line back to Thomas Street.

**Boundary roads:** If a road borders between two regions in which site allowances are to be paid as per this agreement, the parties confirm that one side of such a boundary road will be deemed to fall in one region and the other side of the boundary road will be deemed to fall in the other region. For example, the eastern side of Havelock Street will be in the “CBD” and the western side of Havelock Street shall be in “West Perth”.

“Project Contractual Value”—shall be deemed to mean the value of all tendered work which falls under the scope of the principal contractor’s contract.

5. The site/project allowance and project contractual value detailed in this agreement shall be adjusted on 1 October each year by the total C.P.I. movements for Perth during the preceding four quarters ending 30 June and accordingly, the site allowance amounts shall be adjusted up or down to the nearest five cents.

6. Project contractual values shall be subject to review at any renewal of this agreement, but in any event shall not be adjusted by a percentage less than the total CPI movements for Perth during the preceding four quarters ending 30 June. Such adjustment being to the nearest \$10,000.

7. The agreed site allowance once set pursuant to this agreement shall be recorded in a site agreement to which the applicable principal contractor and the Union will be signatories. The level of allowance once nominated at the commencement of the project will continue without change until completion of the project.

8. It is acknowledged that on certain projects a site agreement may be entered into between the principal contractor and the building trades group of unions for that project that may include matters regularly addressed within the industry, such as, but not limited to, the following—

- Disputes Procedures
- Occupational Health and Safety Procedures
- Demarcation Procedures
- First Aid Provisions and On-Site Amenities

and the unions will not unreasonably refuse to continue to discuss such matters if raised by the principal contractor.

9. This agreement does not apply to resource development projects or civil and engineering projects.

10. Where a dispute arises as to the application of the terms of this agreement, if the issue cannot be resolved in discussions between the parties, it is agreed that the matter will be referred to the appropriate industrial tribunal for resolution without recourse to industrial action.

11. It is a term of this agreement that all site allowance agreements entered into prior to this date will be honored by all parties and will continue to apply for the life of the particular project.

12. Where because of a condition of contract the principal contractor is required not to allow for a site allowance, before final application of this agreement, discussions will be held between the parties with a view to resolving any problems that may arise as a result of this situation.

**13. Productivity Allowance**

In return to increase productivity and/or timely completion of projects it is agreed that a productivity allowance of \$1.00 per hour worked shall be paid to employees engaged upon projects in excess of \$10 million, or such other sum as agreed. The productivity allowance may be accumulated and paid at the end of the project.

**14. Structural Frame Allowance**

It is agreed that a structural frame allowance of \$1.00 per hour all purpose shall be paid to all employees engaged upon projects (new construction only) which exceed two stories in height or building where the structure exceeds 10 metres in height (excluding spires, flagpoles and the like).

**15. Provision of Canteen**

It is agreed that canteen accommodation shall be provided where a project exceeds \$35 million in values and where the operation of the canteen is financially self supporting in respect of consumables. Canteen to come into operation when on site manning levels exceed 50 and to cease when manning levels reduce to below 50.

**16. Provision of Nurse**

It is agreed that a qualified nurse shall be engaged where the forecast long term staffing levels for a project exceed 100 (one hundred) or when actual numbers exceed 100 notwithstanding that forecasts may have been below that level. The nurse shall commence duties when staffing levels reach (fifty) and shall terminate when levels reduce to 50 (fifty). The

requirement for a provision of a nurse shall be waived if the project is adjacent to a hospital with a public emergency department.

17. This agreement shall only apply to building contracts entered into on or tendered for on or after 1 January 1999.

**18. Application to Apprentices**

The rates prescribed in this agreement shall apply to all apprentices commencing employment after 31 December 1997 in the same proportion as the percentage of a tradesperson’s wage rate as prescribed by the appropriate award or Enterprise Bargaining Agreement, being

1st year	42%
2nd year	55%
3rd year	75%
4th year	88%

**VAUGHAN CASTINGS ENTERPRISE BARGAINING AGREEMENT 2000.**

**No. AG 189 of 2000.**

**2000 WAIRC 00294**

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

<b>PARTIES</b>	COMMUNICATIONS, ELECTRICAL, ELECTRONIC, ENERGY, INFORMATION, POSTAL, PLUMBING, AND ALLIED WORKERS UNION OF AUSTRALIA, ENGIN & ELECT DIV, WA BRANCH V VAUGHAN CASTINGS A DIVISION OF EVANS DEAKIN ENGINEERING PTY LTD (ACN 069 158 954)
<b>CORAM</b>	COMMISSIONER J F GREGOR
<b>DELIVERED</b>	MONDAY, 14 AUGUST 2000
<b>FILE NO/S</b>	APPLICATION AG 189 OF 2000

<b>Result</b>	Agreement Registered.
<b>Representation</b>	
<b>Applicant/ Appellant</b>	Mr J Fiala on behalf of the applicant.
<b>Respondent</b>	Mr P Lawrence on behalf of the respondent.

*Order:*

HAVING heard Mr J Fiala on behalf of the (Applicant) and Mr P Lawrence on behalf of the (Respondent), and by consent, the Commission pursuant to the powers conferred on it under the *Industrial Relations Act, 1979*, hereby orders—

THAT the agreement No. AG 189 of 2000, lodged in the Commission on 27 July 2000, entitled Vaughan Castings Enterprise Bargaining Agreement 2000 as later amended by the parties be registered as an Industrial Agreement and replaces AG 374 of 1997.

(Sgd.) J.F. GREGOR,

Commissioner.

[L.S.]

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PART A—FORMALITIES AND DEFINITIONS

1.—TITLE

This Agreement shall be referred to as the Vaughan Castings Enterprise Bargaining Agreement 2000

2.—OBJECTIVES OF AGREEMENT

The objectives of this Agreement are to assist Vaughan Castings and its employees in their commitment to—

- 1.1 Introduce new and flexible work arrangements that are suited to both the needs of the business and the employees;
- 1.2 Fostering a culture that encourages a spirit of co-operation and trust;
- 1.3 Developing a reputation for providing excellent customer relations.
- 1.4 Fully utilising the plant to ensure maximum return on investment in capital and therefore the continued viability of the business.
- 2.5 Reducing the amount of rejected work which will reduce costs and ensure delivery deadlines are met.

Achieving the above objectives will enable Vaughan Castings to provide greater job security for employees and returns on investment for shareholders.

3.—PARTIES BOUND

(1) The parties to this Agreement are—

- 1.1 Vaughan Castings a Division of Evans Deakin Engineering Pty Ltd., 19 Russell Road, Henderson WA 6166 (acn 069 158 954).
- 1.2 Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Workers' Union of Australia, Engineering and Electrical Division, WA Branch (CEPU).

(2) The terms of this Agreement shall be binding upon—

2.1 All Employees, whether members of the CEPU or not, engaged in any of the occupations or callings specified in the Metal Trades (General) Award 1966, No 13 of 1965 and engaged in the Russell Road Henderson Site.

2.2 The total approximate numbers of employees bound by this Agreement is three (3).

4.—APPLICATION OF THE AGREEMENT

(1) This Agreement shall apply at the establishment of Vaughan Castings 19 Russell Road, Henderson WA 6166, in respect of all employees who are engaged in any of the occupations, or callings specified in the Metal Trades (General) Award 1966, No 13 of 1965.

(2) This Agreement will not apply to any employee who is a party to a workplace agreement.

5.—DATE AND PERIOD OF OPERATION

(1) This Agreement shall operate from the first pay period on or after 01 January 2000 and shall remain in force for a period of one (1) year from the 1 January 2000.

(2) The parties agree to review this Agreement two months prior to its expiry.

6.—RELATIONSHIP TO PARENT AWARD

(1) Where stated in clauses in this Agreement the clause shall totally replace the applicable clause in the Metal Trades (General) Award 1966, No 13 of 1965.

(2) Provided further that the following clauses in the Metal Trades (General) Award 1966, No 13 of 1965 are specifically excluded from being read into this Agreement.

No.	Title	No.	Title
7	Higher Duties	8	Under Rate Employees
9	Apprentices	11	Part Time Employment
12	Cadets	18	Special Rates and Provisions
17	Time & Wages Records	20	Fares and Travelling Time
19	Car Allowance	22	Location Allowance
21	Distant Work	28	Board of Reference
27	Posting of Award & Union Notices	36	Traineeships
35	Training		Part II—Construction Work

Appendices 1—4 inclusive

7.—NO EXTRA CLAIMS

(1) The parties to this Agreement and employees covered by this Agreement agree that there shall be no extra claims whatsoever before the expiry of this Agreement. Any increases consistent with a State Wage Case decision will be absorbed into the existing wage rates.

(2) Provided that should the wage rate specified in the Award exceed the wage rates payable under this Agreement the Award wage rates will apply.

8.—NO REDUCTION

(1) This Agreement shall operate as to cause no reductions in the WA Industrial Relations Commission standards for hours of work, rates of pay, annual leave and long service leave for employees covered by this Agreement.

9.—COPY OF AGREEMENT

(1) A copy of the Agreement will be provided to each employee, not a party to a signed workplace agreement, after it is registered by the Western Australian Industrial Relations Commission. The registered Agreement will also be available for inspection at the workplace.

10.—DEFINITIONS

(1) "Agreement" shall mean the Vaughan Castings a Division of Evans Deakin Engineering Pty Ltd., Enterprise Bargaining Agreement 2000.

(2) "Award" shall mean in the Metal Trades (General) Award 1966, No 13 of 1965.

(3) "Commission" shall mean the Western Australian Industrial Relations Commission.

(4) "Ordinary Hours" shall mean the hours of work specified in Clause 12. Hours of Work, of this Agreement.

(5) "Ordinary rate of pay" shall mean the rate of pay provided in this Agreement for ordinary hours worked.

#### PART B—FLEXIBLE WORKING ARRANGEMENTS

##### 11.—CLASSIFICATION AND DUTIES

(1) The employee is required to perform any duties that are within the limits of the employee's skills, competence and training and use such equipment as may be required, provided appropriate training has been undertaken.

The provisions of clause 5—Definitions & Classification Structure of the Metal Trades (General) Award 1966, No 13 of 1965 shall, unless inconsistent with this Agreement be read into this Agreement.

##### 12.—HOURS OF WORK

(1) The ordinary hours of work shall be worked between 6.00 am and 6.00 pm Monday to Friday inclusive.

(2) Employees shall work 38 ordinary hours per week.

(3) Ordinary hours shall not exceed 10 hours on any day.

(4) Apprentices will be allowed time off, paid at ordinary time rates, to attend training required as part of their apprenticeship.

This clause shall totally replace clause 13—Hours in the Metal Trades (General) Award 1966, No 13 of 1965.

##### 13.—SHIFT WORK

(1) Shift work shall be deemed when the ordinary hours of work commence or finish outside of the hours of 6.00 am to 6.00 pm Monday to Friday inclusive.

(2) The loading for ordinary hours of work performed on shift work, whether afternoon or night shift, shall be 16.5% Monday to Friday inclusive.

(3) The first afternoon or night shift in any week may start on a Sunday to enable the employee to have Friday night off work. In such case, any time worked on a Sunday shall be deemed to be ordinary hours.

(4) The loading for ordinary hours of work performed on shift work, in accordance with subclause (3) above, whether afternoon or night shift, on a Sunday shall be 30%.

(5) 5.1 A shiftworker, whilst on afternoon or night shift, shall be paid double time for all overtime hours worked on afternoon or night shift except Public Holidays where they will be paid at double time and one half for all overtime hours.

5.2 Overtime worked on day shift on a Saturday up to 12.00 pm, shall be paid at the rate of time and a half of the employee's minimum hourly rate for the first two hours and double time thereafter.

5.3 These rates shall be paid in lieu of shift work loading prescribed in subclause (2) & (4) of this clause.

This clause shall totally replace clause 15—Shift Work in the Metal Trades (General) Award 1966, No 13 of 1965.

##### 14.—STAND DOWN

(1) Where the employer, for any cause outside of the employer's control, or through industrial action, whether or not on the part of the employee, is unable to provide useful work for the employee the employer shall be entitled not to pay the employee in respect of any such period; provided that the employee may elect to have any such period paid, where there is an adequate outstanding entitlement, as—

1.1 annual leave; or

1.2 long service leave.

(2) Any period for which the employee is not paid due to being stood down will count as service for the accrual of leave to which the employee would otherwise be entitled, provided that the employee resumes work as required at the end of such period.

##### 15.—MEAL & TEA BREAKS

(1) A paid tea break of fifteen (15) minutes will be provided to all employees

(2) Furnace employees will take their break approximately 2.5 hours after commencement of their designated shift. However due to the nature of furnace equipment, that is for safety reasons it cannot be left unattended and for metal quality reasons, melt rates must be kept as short as possible, furnace employees can move their break to the most convenient time during their shift, as directed by their Leading Hand

(3) All other employees will take their break approximately 2.5 hours after commencement of their designated shift

(4) An unpaid meal break of not less than thirty (30) minutes and not exceeding one (1) hour will be provided approximately 5 hours after the commencement of a shift.

(5) The employee is required to have the approval of their Leading Hand or Supervisor if they wish to work through a break.

This clause shall totally replace clause 13 (1) (f) & (g)- Hours in the Metal Trades (General) Award 1966, No 13 of 1965.

##### 16.—OVERTIME

(1) The employee agrees to work reasonable overtime on request.

(2) Reasonable overtime is up to two (2) hours per day and a total of six (6) hours per week. Provided that by mutual agreement additional overtime can be worked.

(3) Where ever practicable a minimum of four (4) hours notice will be given when the employee is required to work overtime.

(4) Overtime worked on weekdays, or Saturdays up to 12.00 pm, shall be paid at the rate of time and a half of the employee's minimum hourly rate for the first two hours and double time thereafter.

(5) When an employee is recalled to work after leaving the job—

5.1 the employee shall be paid for at least three (3) hours at overtime rates;

5.2 time reasonably spent in getting to and from work shall be counted as work time.

This clause shall totally replace clause 14—Overtime in the Metal Trades (General) Award 1966, No 13 of 1965.

##### 17.—CONSECUTIVE HOURS OFF DUTY

(1) Where an employee is required to work overtime it will, wherever reasonably practicable, be arranged to allow at least ten (10) consecutive hours off duty before recommencing work.

(2) If the employee is instructed by the employer to return to work without having had ten (10) consecutive hours off duty, the employee will be paid at double time rates until released from duty and will be entitled to be absent for a period of ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(3) This clause will also apply if a call out in accordance with clause 16.5 continues beyond three (3) hours.

This clause shall totally replace clause 14—Overtime in the Metal Trades (General) Award 1966, No 13 of 1965.

##### 18.—SICK & FAMILY LEAVE

(1) For the term of this Agreement sick and family leave shall accrue pro-rata on a weekly basis to a maximum of ten (10) days or seventy six (76) hours per annum.

(2) Family is a member of the employees immediate family or members of the employee's household who need their care and support.

(3) Sick and family leave not taken or paid out will accumulate from year to year and be available as paid sick and family leave.

(4) The employee shall be entitled to be absent without loss of pay on account of personal ill health or injury or and family illness until all of the employees sick and family leave entitlements have been exhausted.

(5) Sick and family leave will not be paid for injuries or illness arising from the serious/willful misconduct or gross/willful neglect of the employee, unless agreed by the employer.

(6) The employee shall be entitled to two (2) absences of two (2) days or less each year without a Medical Certificate.

(7) Provided that when the employee has exhausted such absences, the employer shall notify in writing that the employee shall provide Medical Certification for any subsequent remaining days due to family or personal sickness.

(8) Where practicable the employee shall notify the employer within two (2) hours of commencement of shift that they are unable to attend for work due to family or personal sickness.

(9) Upon resumption of work the employee shall complete an "Application for Paid Sick and Family Leave" form.

(10) Nothing in this clause prevents the employer dealing with particular cases in a more generous basis.

This clause shall totally replace clause 24—Absence Through Sickness in the Metal Trades (General) Award 1966, No 13 of 1965.

#### 19.—SICK AND FAMILY LEAVE BONUS

(1) As an incentive to reduce absenteeism through sick leave the employee shall be able to convert a portion of sick leave, accumulated under this Agreement, to cash. The conversion will take place on the date of the annual anniversary of the signing of this Agreement. Payment will be made in the first full pay period after conversion date. No payment will be made unless the employee is still employed by the employer at that time and has been working under this Agreement for at least 12 months.

(2) If the employee chooses to convert part of their sick and family leave to cash it will be in accordance with the following table.

No. of Days Off in a Year	No. of Days Paid Out
Nil	5
1.	4
2.	3
3.	2
4	1
5 or more	Nil

(3) Any sick and family leave converted to cash will no longer be available to be taken as paid sick leave.

#### 20.—ANNUAL LEAVE

(1) Annual leave shall accrue pro-rata on a weekly basis to a maximum of 4 weeks (152 hours) and will, unless mutually agreed otherwise, be available to be taken after each 12 months of employment.

(2) Annual leave loading, calculated at 17.5% of the employees minimum weekly rate will be provided at the time of taking annual leave.

(3) Where ever possible annual leave is to be taken at a mutually agreed time, failing agreement, the employer can direct an employee to take annual leave.

(4) The employer is to give the employee at least 1 weeks' notice of the period and commencement date which the employer requires the employee to take annual leave.

(5) The employer can roster staff to take annual leave in periods of up to two (2) weeks or, if mutually agreed, in lesser periods.

(6) Annual leave may be taken, by mutual consent in periods of one day or more.

(7) Annual leave will not accrue during periods of unpaid leave.

This clause shall totally replace clause 20—Holidays & Annual Leave in the Metal Trades (General) Award 1966, No 13 of 1965.

#### 21.—PARENTAL LEAVE

(1) The employee, after 52 consecutive weeks of service prior to the birth or placement of a child, shall be entitled to a maximum of 52 weeks parental leave, for the birth or adoption of a child, without pay.

(2) The employee shall give the employer at least 10 weeks' written notice of the intention to take parental leave.

(3) Maternity leave is to start six (6) weeks before the expected birth unless a medical practitioner has certified the employee fit to continue work.

(4) The employee who is seeking to take paternity leave is to provide the employer a certificate from a medical practitioner stating that the employee or the employees spouse is pregnant and the expected date of birth.

(5) The employee is to notify the employer of the intended dates on which parental leave is to start and finish. These dates are to be agreed between the employee and employer.

(6) The employee is not entitled, except for one weeks' parental leave taken by the male parent immediately after the birth of the child; or the placement of a child for adoption, to take parental leave at the same time as the employees spouse.

(7) The employee is to give the employer, a statutory declaration, notifying the particulars of any period of parental leave taken or to be taken by the employees spouse in relation to the same child.

(8) On finishing parental leave the employee will either be returned to the permanent position held immediately prior to parental leave or, if that position is not available, to an available position within the limits of the employees skills, competence and training that is comparable in pay and status to the employee's former position.

This clause shall totally replace clause 30—Maternity Leave in the Metal Trades (General) Award 1966, No 13 of 1965.

#### 22.—LONG SERVICE LEAVE

(1) The employee shall be entitled to Long Service Leave under the provisions of the *Long Service Leave Act No 44 of 1958*.

(2) The Act provides for 13 weeks leave with pay after 15 years continuous employment.

(3) If the employee's employment is terminated for any reason, other than for gross misconduct, payment of leave is pro rata after seven (7) years continuous service during the first qualifying period.

This clause shall totally replace clause 25—Long Service Leave in the Metal Trades (General) Award 1966, No 13 of 1965.

#### 23.—PUBLIC HOLIDAYS

(1) Public holidays are those days nominated by the *Minimum Conditions of Employment Act 1993* as public holidays.

(2) Gazetted public holidays are currently: New Years Day, Australia Day, Labour Day, Good Friday, Easter Monday, Anzac Day, Foundation Day, Queens Birthday, Christmas Day, Boxing Day.

(3) Where a public holiday is not worked it will be paid as if it were the employee's normal rostered shift except that shift work penalty will not be paid.

(4) Nominated public holidays may be required to be worked and will be paid at one and a half times the employee's minimum hourly rate plus an additional day will available to be taken in conjunction with the employee's annual leave. No annual leave loading applies to days that accumulate through working on a public holiday.

(5) An employee who would usually work on a Sunday has the following options instead of working the Sunday shift prior to a Public Holiday—

- 5.1 Work the Friday preceding the Public Holiday; or,
- 5.2 Apply for, and be granted, one day annual leave; or,
- 5.3 Apply for, and be granted, one day leave without pay

This clause shall totally replace clause 20—Holidays & Annual Leave in the Metal Trades (General) Award 1966, No 13 of 1965.

#### 24.—BEREAVEMENT LEAVE

(1) The employee shall be entitled to a maximum of two (2) days without loss of pay on production of satisfactory evidence of the death of the employee's husband, wife, father, mother, child, stepchild, or as a member of the employee's family. For the purpose of this clause the words "wife" and "husband" shall include de facto or husband and the words "father" and "mother" shall include foster father or mother and stepfather or mother.

(2) This entitlement will not apply where the employee is, at the time of the bereavement, currently taking any other period of leave whether paid or unpaid.

(3) The foregoing provisions are not intended to limit the employer dealing with particular cases in a more generous basis.

This clause shall totally replace clause 29—Bereavement Leave in the Metal Trades (General) Award 1966, No 13 of 1965.

#### 25.—PROBATIONARY PERIOD

(1) A probationary employee's engagement may be terminated at any time, with one (1) hours notice, by either party, on a without fault basis, during the first Twelve (12) weeks of employment.

#### 26.—TERMINATION

(1) Where notice is required to be given the minimum period of notice is as follows—

Continuous service	Period of notice
Probationary period	at least 1 hour or payment or forfeiture, in lieu of this period.
Not more than 1 Year	- at least 1 week or payment or forfeiture, in lieu of this period.
More than 1 year but not more than 3 years	- at least 2 weeks or payment or forfeiture, in lieu of this period.
More than 3 years but not more than 5 years	- at least 3 weeks or payment in lieu or forfeiture, of this period.
More than 5 years	- at least 4 weeks or payment or forfeiture, in lieu of this period.

(2) If the employee is over 45 years old and has completed at least 2 years continuous service the period of notice will be increased by one (1) week.

(3) In the event of the minimum period of notice not being given by the employer, the employee shall be paid, at ordinary rates, for the period equal to the difference between the actual notice given and the minimum period of notice required.

(4) In the event of the minimum period of notice not being given by the employee, the employee shall forfeit to the employer monies owed equal to the amount the employee would have earned, at ordinary rates, for the period equal to the difference between the actual notice given and the minimum period of notice required.

(5) Provided that the employer and the employee can agree to shorten the required period of notice without the requirement to pay, or forfeit, salary in lieu of notice.

(6) The employer may instantly dismiss an employee for serious or on-going breaches of the contract of employment or serious and willful misconduct. In such cases payment will be made up to the time of dismissal.

#### (7) Casual Employees

7.1 The period of notice of termination in the case of a casual employee shall be one hour.

7.2 If the required period of notice is not given one hour's wages shall be paid by the employer or forfeited by the employee.

7.3 An employee shall be deemed to be a casual employee if the expected duration of the employment is less than one month.

#### (8) Part Time Employment

8.1 A part time employee may be engaged to work for a constant number of hours each week which shall average less than 38 hours per week.

#### (9) Absence From Duty

9.1 The employer shall be under no obligation to pay for any day not worked upon which the employee is required to present for duty, except when such absence is due to the employee being on authorised paid leave to which the employee is entitled under the provisions of this Agreement.

This clause shall totally replace clause 6—Contract of Service in the Metal Trades (General) Award 1966, No 13 of 1965.

### PART C—PRODUCTIVITY AND PAY

#### 27.—PAY PERIODS

(1) Pay periods are weekly. The pay period begins on Wednesday and ends Tuesday with payment being credited, unless exceptional circumstances exist, by the following Thursday.

(2) Accompanying each payment shall be a pay advice slip to be retained by the employee. On this slip the employer shall clearly detail the gross wages, its composition, the net wages payable and show details of each deduction.

#### 28.—METHOD OF PAYMENT

(1) The employee will be paid by means of a credit transfer to a bank, building society or credit union account in the name of the employee.

This clause shall totally replace clause 16—Payment of Wages in the Metal Trades (General) Award 1966, No 13 of 1965.

#### 29.—MINIMUM RATES OF PAY

(1) The employee shall be paid a weekly rate in lieu of all other penalties and allowances not specified in this Agreement.

(2) The minimum weekly rate is based on 38 ordinary hours per week.

(3) An employee may be reclassified to a higher level during the life of this Agreement. Reclassification will take account of various factors including the acquisition of skills by the employee and the needs of the employer.

#### (4) Probationary Employee Rate

4.1 Where appropriate a probationary employee will be paid a rate of pay that reflects the employee's probationary status. Where this provision applies the minimum rate specified can apply for up to the first twelve (12) weeks worked.

#### (5) Minimum Adult Rates

5.1 The minimum rate payable weekly to adult employees (other than apprentices) classified under a defined level specified in Clause 5 Definitions and Classification Structure of the Metal Trades General Award 1966, No 13 of 1965, shall be as follows—

Wage Group	Current Minimum Rate	Minimum Rate 01/01/2000 Agreement—2%
C14	\$412.69	\$420.94
C13	\$429.20	\$437.78
C12	\$456.71	\$465.84
C11	\$484.22	\$493.90
C10	\$522.75	\$533.20
C9	\$544.75	\$555.64

(6) All increases will take effect from the first pay period on or after 01 January 2000.

(7) The rates of pay will be aggregated to encompass all supplementary payments and Safety Net Adjustments.

#### (8) Apprentices

8.1 Apprentices will have the weekly rate increased to coincide with the satisfactory completion of each period of their apprenticeship. The timing and amount of the increase will be in accordance with the following timetable.

8.2 The minimum weekly rates of pay for Apprentices are expressed as a percentage of the C10 Engineering tradesperson's rate specified in this Agreement.

Four Year Term	%
First year	42
Second year	55
Third year	75
Fourth year	88
Three and a Half Year Term	%
First six months	42
Next year	55
Next year	75
Final year	88

Three Year Term	%
First year	55
Second year	75
Third year	88

## (9) Junior Employees

9.1 The minimum weekly rates of pay for junior employees are expressed as a percentage of the C13 Engineering base rate specified in this Agreement.

	%
Under 16 years of age	35
16 years of age	45
17 years of age	55
18 years of age	65
19 years of age	78.5
20 years of age	93

(10) A casual employee shall be paid 20 percent of the ordinary rate in addition to the ordinary rate for the calling in which he/she is employed.

This clause shall totally replace clause 31—Wages & Supplementary Payment in the Metal Trades (General) Award 1966, No 13 of 1965.

## 30.—ALLOWANCES

(1) Where the employee is engaged on foundry work they will be paid an allowance of \$0.25 cents for each hour actually worked. The allowance is not paid to time worked when shift loading or overtime penalty applies.

(2) Where the employee has spent the majority of their working day engaged in a Pouring Crew they may, at the direction of the Foundry Manager be paid an allowance of \$0.50 cents for each hour actually worked. The allowance is not included in the calculation of shift loading or overtime penalty.

(3) If the employee is the holder of a current Third year first aid medallion of the St. John Ambulance Associations or a "C" Standard first aid certificate of the Australian Red Cross Society, appointed by the employer to perform first aid duties, an allowance of \$ 6.35 per week will be paid.

(4) A minimum Leading Hand allowance of \$18.00 per week will be paid, in addition to the minimum rate of pay, in recognition of the employee being in charge of other employees.

(5) 5.1 Where a tradesperson is required to provide their own tools the employer will pay a Tool Allowance (all purpose) of \$10.00 per week.

5.2 Where applicable, apprentices shall receive the appropriate proportional amount.

(6) Where an employee is required to work three or more hours overtime without the employer having provided a minimum of two (2) hours notice or having provided the employee with a suitable meal, the employee will be paid a meal allowance of \$6.80.

This clause shall totally replace clause 31—Wages & Supplementary Payment in the Metal Trades (General) Award 1966, No 13 of 1965.

## 31.—SUPERANNUATION

(1) Superannuation contributions, for the employee, shall be made by the employer in accordance with requirements of the *Superannuation Guarantee Charge Act 1992*. The contributions are based on the ordinary time earnings of the employee.

(2) Currently the employer contribution is 7%.

This clause shall totally replace clause 33 – Superannuation in the Metal Trades (General) Award 1966, No. 13 of 1965.

## 32.—WAGE INCREASES

(1) The following wage increases shall apply during the life of this Agreement.

1.1 2% from the first pay period on or after 01 January 2000 for all employees covered by this Agreement on their ordinary hourly rate of pay.

## PART D—OTHER PROVISIONS

## 33.—TRAVEL INSURANCE

(1) The employer holds an insurance policy which insures employee's for loss of income resulting from an accident whilst travelling to and from the employee's residence to their usual place of work provided they are using their normal route.

(2) The full conditions of the insurance cover are available from the employer on request.

## 34.—CONSULTATIVE MECHANISM IN THE WORKPLACE

(1) The Employer will establish a consultative mechanism.

1.1 The consultative mechanism is to be used by the parties to the Agreement to co-operate positively to increase the efficiency and productivity of the workplace.

(2) Role of Workplace Consultative Committee

2.1 The role of the workplace consultative committee shall include, but not be limited to the following—

- Discuss workplace issues or disputes.
- Be the focal point for the collection of information and its dissemination to all employees.
- Be used to discuss any issue which impacts on work practices and/or socio-economic status of employees.
- Conduct and oversee the information gathering necessary before effective negotiations on workplace Agreement issues.
- Implement and oversee changes agreed to by the Enterprise Consultative Committee.
- Resolve issues arising out of this process where possible.
- Provide feedback and minutes of the meeting to other the employees.

(3) Employee members of the workplace consultative committee will be nominated (including elected if necessary) by the employees.

(4) The committee will consist of a maximum of four (4) employee members, one of whom will be elected by employees covered by this Agreement, and a maximum of four (4) representatives nominated by Management.

(5) The workplace consultative committee will meet at least once in every two months, unless otherwise agreed to by the parties in the enterprise.

## 35.—DISPUTE RESOLUTION

(1) In the event of a problem, grievance, question, dispute or difficulty arising out of this Agreement that affects one or more employees, or from the employees work or contract of employment at Vaughan Castings, the following procedures shall be used—

1.1 The employee shall notify the employer (in writing or otherwise) as to the substance of the dispute or grievance, request a meeting with the management and state the remedy sought.

1.2 The employer shall notify the employee (in writing or otherwise) as to the substance of the dispute or grievance, request a meeting with the employee and state the remedy sought.

1.3 Discussions shall take place between employee (and representative) and management (and representative) within 24 hours of notification of the dispute or grievance.

1.4 Discussions involving representatives of the Union and management.

5.5 Either of the parties may refer the dispute to the Western Australian Industrial Relations Commission for assistance in resolving the dispute.

1.6 The parties will attempt to resolve the dispute prior to either party referring the matter to Western Australian Industrial Relations Commission

(2) The parties are committed to avoid stoppages of work, lockouts, or any other bans or limitations on the performance of work and accordingly work shall continue normally without any form of ban or limitation.

(3) The employer will ensure that all practices applied during the operation of the procedure are in accordance with safe working practices consistent with established custom and practices at the workplace.

This clause shall totally replace clause 34—Avoidance of Industrial Disputes in the Metal Trades (General) Award 1966, No 13 of 1965.

### 36.—NOTIFICATION OF SIGNIFICANT EFFECT AND REDUNDANCY

#### (1) Consultation and Provision of Information

- 1.1 Where the Employer has made a definite decision based on its operational requirements that may lead to termination of employment, the Employer shall hold discussions with any Employees directly affected.
- 1.2 The discussions shall take place as soon as is practicable after the Employer has made a definite decision which will invoke the provisions of this clause and shall cover, inter alia, any reasons for the proposed termination's, measures to avoid or minimise the termination's and measures to mitigate any adverse effects of any termination's on any Employees concerned.
- 1.3 For the purposes of the discussion the Employer shall, as soon as practical, provide in writing to the Union and any Employees concerned, all relevant information about the proposed termination's including the reasons for the proposed termination's, the number and categories of Employees likely to be affected, the criteria to be used for selecting Employees for redundancy and the number of Employees normally employed and the period over which the termination's are likely to be carried out. Provided that it shall not be required to disclose confidential information the disclosure of which would be inimical to its interests.
- 1.4 The Employer will seek to establish criteria for selection which so far as possible do not depend solely upon the opinion of the person making the selection but can be objectively checked. The Employer will seek to ensure that the selection is made fairly in accordance with these criteria.

#### (2) Transfer to Other Duties

- 2.1 Where an Employee is transferred to lower paid duties for reasons set out in paragraph (1) above the Employee shall be entitled to the same period of notice of transfer as he/she would have been entitled to if his/her employment had been terminated, and the Employer may at its option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

#### (3) Time-Off Work During the Notice Period

- 3.1 During the period of notice of termination given by the Employer the Employee shall be allowed up to one day's time-off without loss of pay during the notice period for the purpose of seeking other employment.
- 3.2 The Employee shall, at the request of the Employer, be required to produce proof of attendance at an interview or he/she shall not receive payment for the time absent.

For this purpose a statutory declaration will be sufficient.

#### (4) Severance Pay

- 4.1 In addition to the period of notice prescribed for ordinary termination under clause 26—Termination an Employee whose employment is terminated for reasons set out in sub-clause (1) above shall be entitled to severance pay for each completed year of continuous service as set out below.

Years of Service	Severance Pay (in weeks)
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 and over	- 8 weeks pay

4.2 'Weeks pay' means the ordinary time rate of pay for the Employee concerned and for part-time Employees 'Weeks pay' means the average weekly pay received over the preceding 12 months.

4.3 Provided that the severance payments shall not exceed the amount which the Employee would have earned if employment with the Employer had proceeded to the Employee's normal retirement date.

4.4 An Employee whose employment is terminated for reason set out in paragraph (1) above may terminate his/her employment during the period of notice and if so, shall be entitled to the same benefits and payments under this clause had he/she remained with the Employer until the expiry of such notice. Provided that in such circumstances the Employee shall not be entitled to payment in lieu of notice.

#### (5) Alternative Employment

5.1 The Employer shall not be required to make the severance payment referred to in sub-clause (5) above if it obtains mutually acceptable alternative employment for the Employee.

This clause shall totally replace clause 32—Introduction of Change and Clause 32a—Redundancy in the Metal Trades (General) Award 1966, No 13 of 1965.

### 37.—SAFETY STANDARDS AND PRACTICES

(1) The employee shall adhere to occupational health and safety standards, practices and policies adopted and or implemented by the employer from time to time.

(2) Where the employee is supplied with protective equipment or material they are required to wear or use it in such a way as to achieve the purpose for which it is supplied.

(3) Failure to comply with this provision could be deemed as misconduct and may be the basis for disciplinary action.

### 38.—PERSONAL BEHAVIOUR AND DISCIPLINARY/WARNING SYSTEM

(1) The employee agrees to adhere to the Personal Behaviour and Discipline policies of the employer.

(2) The employer will follow the Personal Behaviour and Disciplinary Policy, as published from time to time, should it be necessary for the employee to be the subject of disciplinary action.

### 39.—UNIFORMS, EQUIPMENT AND TOOLS

(1) Uniforms, equipment and tools will be supplied by the employer in accordance with the employers current policies.

(2) The employee agrees to adhere to the Uniform and Equipment policies of the employer as published from time to time.

(3) The uniforms, equipment and tools will remain the property of the employer.

(4) The employee is responsible for the maintenance and cleanliness of uniforms and equipment.

(5) On termination of employment an employee is required to return to the employer all uniforms, equipment and tools issued to the employee.

### 40.—INSPECTION OF RECORDS

#### Appendix—S.49B

(1) This appendix is inserted into this industrial agreement as a result of legislation which came into effect on 16 January 1996.

(2) Each employer bound by this industrial agreement shall maintain a time and wages record for each employee.

(3) The entries in the time and wages records for each employee shall include the employee's name and details of the employee's job classification or description, and any other detail required by this industrial agreement.

(4) The employer must ensure that each entry in the time and wages record is retained for not less than seven (7) years after it is made.

(5) A representative of an organisation of employees shall have the power to inspect the time and wages records of an employee or former employee.

(6) The power of inspection may not be exercised for the purpose of inspecting the time and wages records of an employee or former employee who—

- 6.1 is not a member of the organisation; and
- 6.2 has notified the employer in writing that the employee or former employee does not consent to a representative of an organisation of employees having access to those records.

(7) The power of inspection may only be exercised by a representative of an organisation of employees authorised in accordance with the rules of the organisation to exercise the power.

(8) The representative is empowered to inspect any notification that an employee or former employee does not consent to a representative having access to time and wages records.

(9) A person who has given a notification referred to in subclause 6.2 hereof may, by notice in writing to the employer, withdraw the notification and, upon that withdrawal, the notification ceases to be of effect.

(10) Before exercising a power of inspection the representative shall give reasonable notice of not less than 24 hours to an employer.

(11) An employer shall endeavour to—

- 11.1 maintain the time and wages records of employees in such a manner that access by a representative of an organisation to the records of employees does not give access to records of employees who are not members of the organisation and have notified the employer that they do not consent to a representative of an organisation of employees having access to the records;
- 11.2 ensure that a representative of an organisation does not obtain access to the records of employees who are not members of the organisation and have notified the employer that they do not consent to a representative of an organisation of employees having access to the records; and
- 11.3 ascertain whether an employee or prospective employee does not consent to a representative of an organisation of employees having access to the time and wages records of the employee or prospective employee.

(12) A person shall not by threats or intimidation persuade or attempt to persuade an employee or prospective employee to give, or refuse to give, written notification that the employee or prospective employee does not consent to a representative of an organisation of employees having access to the time and wages records of that employee or prospective employee.

(13) An employer must ensure that any notification from an employee or former employee in accordance with this appendix shall be retained for not less than seven (7) years.

(14) There shall be a liberty to apply to amend this appendix at any time.

(15) This appendix shall come into effect on and from 16 July 1996.

(16) Any employer or organisation bound by or party to this industrial agreement may apply to the Western Australian Industrial Relations Commission at any time in relation to this clause.

#### 41.—UNION NOTICES

(1) The employer will provide a notice board for the posting of union notices.

#### 42.—JUNIOR EMPLOYEES

(1) Junior employees shall not be employed in any occupation to which apprentices may be taken pursuant to the provisions of the Industrial training act 1975, as amended

#### 43.—REPRESENTATIVES INTERVIEWING STAFF

(1) For the purposes of interviewing employees on legitimate union business a duly accredited union representative shall have the right to enter the employers premises during meal breaks on the following conditions—

- 1.1 that the union representative produces their authority to the General Manager or such other person as appointed by the Employer;

1.2 that the union representative interviews employees at places where they are taking their meal break or at such other place as is mutually agreed; and

1.3 that if the employer alleges that a representative is unduly interfering with work or is creating dissatisfaction amongst the employees or is offensive in their methods or is committing a breach of any previous conditions, the employer may refuse entry but the union representative shall have the right to bring such refusal before a member of the Western Australian Industrial relations Commission.

Provided that where employees are working shift work which precludes the union representative from interviewing them during meal breaks the representative shall have the right to enter the employer's premises for the purpose of interviewing such employees at such time under such conditions by the representative and the employer, or failing agreement at such time and under such conditions as a member of the Western Australian Industrial relations Commission may decide.

(2) In the case of a disagreement existing or anticipated concerning any of the provisions of this Agreement, a duly accredited union representative on notifying the employer or the employer's representative, shall be permitted to enter the business premises of the employer to view the work the subject of any such disagreement but shall not interfere in any way with the carrying out of such work.

#### 44.—SIGNATORIES

This Agreement has been agreed to by the parties whose signatures appear below—

SIGNED FOR AND ON BEHALF OF Vaughan Castings a Division of Evans Deakin Engineering Pty Ltd., (acn 069 158 954).

P LAWRENCE	PATRICK LAWRENCE
<i>Signature</i>	<i>Print full name</i>
HR & OHS MANAGER	12 JUNE 2000
<i>Title</i>	<i>Date</i>

SIGNED FOR AND ON BEHALF OF Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Workers' Union of Australia, Engineering and Electrical Division, WA Branch (CEPU).

J D FIALA	JOE DANIEL FIALA
<i>Signature</i>	<i>Print full name</i>
Metal Trades Organiser	12/6/2000
<i>Title</i>	<i>Date</i>

#### ATTACHMENT A

#### 31.—SUPERANNUATION

(1) Superannuation contributions, for the employee, shall be made by the employer in accordance with requirements of the *Superannuation Guarantee Charge Act 1992*. The contributions are based on the ordinary time earnings of the employee.

(2) Currently the employer contribution is 7%.

(3) Superannuation contributions, for the employee, shall be made by the employer in accordance with requirements of section 49C of the *Industrial Relations Act 1979*, whereby,

Employees may choose a complying superannuation fund or scheme into which an employer superannuation contributions are to be paid.

The employer is to notify the employee of that choice.

Employer is to pay into a complying superannuation fund until such time as the employee makes a choice.

The employer and the employee are bound by the employee's nominated choice unless they agree to change the fund: and

The employer is not to unreasonably refuse to a change of fund requested by an employee.

This clause shall totally replace clause 33—Superannuation in the Metal Trades (General) Award 1966, No. 13 of 1965.

SIGNED	P. LAWRENCE	J. FIALA
	10/8/00	10/8/00

**WESTERN AUSTRALIAN CATHOLIC SCHOOLS  
(ENTERPRISE BARGAINING) AGREEMENT  
NO. 1 OF 2000.  
No. AG161 of 2000.**

**2000 WAIRC 00445**

WESTERN AUSTRALIAN  
INDUSTRIAL RELATIONS COMMISSION.

**PARTIES** THE INDEPENDENT SCHOOLS  
SALARIED OFFICERS'  
ASSOCIATION OF WESTERN  
AUSTRALIA, INDUSTRIAL UNION  
OF WORKERS & OTHER V (NOT  
APPLICABLE)

**CORAM** COMMISSIONER S J KENNER

**DELIVERED** MONDAY, 28 AUGUST 2000

**FILE NO/S** AG 161/2000

**Representation**

**Applicant** Mr N Briggs

**Respondent**

*Order.*

HAVING heard Mr N Briggs on behalf of the applicant and there being no appearance on behalf of the respondent and by consent the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

- (1) THAT the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 1 of 2000 as filed in the Commission on 10 July 2000 in the terms of the following schedule be and is hereby registered as an industrial agreement.
- (2) THAT the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 1 of 1998 No AG 146 of 1998 be and is hereby cancelled.

(Sgd.) S.J. KENNER,

[L.S.] Commissioner.

Schedule.

1.—TITLE

This Agreement shall be known as the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 1 of 2000 and shall replace the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 1 of 1998.

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Parties to the Agreement
4. Scope of Agreement
5. Relationship to Parent Award
6. Term of Agreement
7. Expiration of Agreement
8. No Extra Claims
9. No Duress
10. Objects of the Agreement
11. Conditions of Employment
12. Contract of Service
13. Salaries
14. Deferred Salary Scheme
15. Promotional Positions
16. Location Allowances
17. Sick Leave
18. Family Leave
19. Long Service Leave
20. Parental Leave
21. Redundancy Provisions
22. Playground Duty
23. Flexibility in the School Day/Year
24. Manner of Life
25. Professional Development
26. Professional Responsibilities
27. Summative Appraisal
28. Part Time Teachers

29. Special Leave
  30. Dispute Avoidance and Grievance Procedure
  31. Signatures
- Appendix: Remote Area Package

3.—PARTIES TO THE AGREEMENT

This Agreement is made between the Roman Catholic Archbishop of Perth Inc and the Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers (the ISSOA), a registered organisation of employees.

4.—SCOPE OF AGREEMENT

(1) This Agreement shall apply to all teachers who are covered by the provisions of the Independent Schools' Teachers' Award (1976), as amended.

(2) The number of teachers covered by this agreement is 2609.

5.—RELATIONSHIP TO PARENT AWARD

Except as provided by this Agreement, the conditions of employment of teachers employed in Catholic Schools in Western Australia will be in accordance with the Independent Schools' Teachers' Award (1976), as amended.

6.—TERM OF AGREEMENT

(1) This Agreement shall come into effect on and from 1 July 2000 and shall expire on 30 June 2003.

(2) During the term of this Agreement, the provisions of this Agreement may be varied by mutual agreement between the parties.

7.—EXPIRATION OF AGREEMENT

(1) On the expiration of this Agreement and in the absence of the registration of a subsequent Enterprise Agreement, the provisions of this Agreement shall prevail for the purposes of the conditions of employment that will apply to teachers covered by this Agreement.

(2) Negotiations for a new Enterprise Agreement will commence 6 months prior to the expiry of this Enterprise Agreement.

8.—NO EXTRA CLAIMS

It is a condition of this Agreement, that the parties will not make any further claims with respect to salaries and conditions during the period of this Agreement unless they are consistent with the State Wage Fixing Principles.

9.—NO DURESS

This Agreement was not entered into by either of the parties under duress from the other party or any other person or persons.

10.—OBJECTS OF THE AGREEMENT

In reaching this agreement the parties have recognised—

Catholicity—

- The need to maintain a just working environment in which education can be provided in harmony with the aims, objectives and philosophy of Catholic education.

Professionalism—

- A mutual responsibility to protect, develop and enhance Catholic education within the State of Western Australia.
- The need to safeguard and enhance the quality of teaching and learning in Catholic schools in Western Australia and the public perception of it.

Flexibility—

- The variety of educational and managerial arrangements that exist requiring flexibility in the application of regulations that govern employment practices.
- The need to consolidate, and develop further, initiatives arising out of the award restructuring process.
- Productivity and efficiency have a growing influence in educational policies and practices.

Schools are expected to do more with the same level of resources, necessitating productivity and efficiency improvements which may be qualitative rather than quantitative.

## 11.—CONDITIONS OF EMPLOYMENT

The parties acknowledge that the following *Conditions of Employment of Teachers in Catholic Schools in WA (2000)* is an official statement of the Catholic Education Commission of Western Australia and as such applies to all teachers employed in a Catholic school in Western Australia.

**Conditions of Employment of Teachers in Catholic Schools in WA (2000)**

## 1. The Employing Authority

1.1 In Diocesan accountable schools, the teacher is employed by the Bishop of the Diocese who delegates this power to the school board.

1.2 In Order accountable schools the teacher is employed by the Congregational Leader who may delegate this authority to a school board or principal.

## 2. The Fundamental Responsibilities of the Teacher

A teacher is required, under the direction of the Principal, to contribute actively towards;

2.1 the maintenance of the Catholicity of the school through a manner of life and stated beliefs which are in keeping with the teachings of the Catholic Church;

2.2 the promotion of the religious instruction and formation of pupils in accordance with the directives and requirements of the Catholic Education Commission and the Bishop of the Diocese;

2.3 the undertaking of appropriate accreditation programs, as required.

## 3. Duties

The teacher is required to;

3.1 perform such duties, teaching and non-teaching, as are customarily rostered and shared by all staff;

3.2 help ensure the provision of a Catholic perspective in the activities of the school;

3.3 model the leadership that is appropriate for all members of the school community;

3.4 keep abreast of current developments in educational theory and practice;

3.5 demonstrate a pastoral concern for each member of the school community.

## 4. Other Matters

4.1 A full time teacher shall be permitted to engage in other employment provided that—

(i) such employment does not affect the teacher's employment and professional responsibilities to the school. and

(ii) the principal is notified

4.2 Any fraudulent misrepresentation in the teacher's curriculum vitae, or other documentation presented to the employer, which impacts on the employment contract of the teacher may result in the termination of the employment contract.

4.3 The teacher has the responsibility to advise the employer of any previous or current criminal convictions or proceedings that may conflict with the stated philosophy of a Catholic school and the objects of this agreement. The teacher acknowledges that the employer has the right to enquire about such convictions or proceedings, provided that the employer notifies the teacher of any inquiry prior to it being conducted.

## 12.—CONTRACT OF SERVICE

(1) When a teacher accepts an appointment within the Catholic system in Western Australia for the first time, the appointment is probationary and as such the teacher is subject to professional appraisal in the second year of employment so as to confirm ongoing employment.

(2) (a) Except in the case of a relief or temporary teacher, the termination of the service of a teacher shall require a minimum of six weeks' notice by either party to take effect from the close of school business at the end of the school term.

(b) Provided that the requirements of this subclause may be waived in part or in whole by mutual agreement between the teacher and the employer. Any request to waiver such notice

shall not be unreasonably withheld by the employer, where it is deemed that the teacher has not been able to give the required notice through no fault of their own.

(c) Subject to the provisions of this subclause, failure to give the required notice shall make either party liable for the payment to the other party of an amount equivalent to the period of notice not given.

(d) When a teacher resigns, the employer reserves the right to withhold or recover an amount equivalent to any period of overpayment of salary. However, approval must be obtained from the Director of Catholic education before such action is proceeded with.

## 13.—SALARIES

(1) The minimum annual rate of salary payable to teachers engaged in the classifications prescribed in Clause 11.—Salaries of the Award shall be—

Step	Salary (\$)
Step 1	24,156
Step 2	25,570
Step 3	30,924
Step 4	32,672
Step 5	33,964
Step 6	36,002
Step 7	37,395
Step 8	39,081
Step 9	41,827
Step 10	43,113
Step 11	44,898
Step 12	46,428
Step 13	48,264

(2) Notwithstanding subclause (1) of this clause, if, during the life of this Agreement, the Education Department of Western Australia salaries receive a further general increase, then the rates in (1) shall increase by that general increase from the same operative date as the EDWA increase.

(3) Subject to the provisions for implementing the classification set out in the Appendix to the Award, an appointee to a Senior Teacher classification shall be entitled to the following annual allowance—

(a) Level One—3.2 % of the maximum total salary per annum as prescribed in subclause (1) of this clause.

(b) Level Two—6.9% of the maximum total salary per annum as prescribed in subclause (1) of this clause.

(4) Notwithstanding the provisions of subclause (5) of Clause 11.—Salaries of the Award, relief teachers employed for five (5) days or less may be engaged by the day or half day. A half day is determined as the hours usually worked in a school prior to or immediately following the lunch break.

## (5) Accreditation B Certificate

(a) The holding of the study component of a current Accreditation B Certificate would allow a 3 year trained teacher with the 2 years of full time equivalent experience at Step 9 to move to Step 10 from 1 July 2000 and to step 11 from 1 January 2002.

(b) Thereafter, progression from Step 9 to Step 10 and then to Step 11, shall be by biennial steps for 3 year trained teachers.

## (6) Upgrading from a 3 year to a 4 year qualification

When a teacher upgrades their teaching qualification from 3 years to 4 years, then in calculating the new position on the incremental scale in sub-clause(1), all previous relevant full time equivalent experience shall count.

## (7) Salary Packaging

Salary packaging in compliance with the Catholic Education Commission of Western Australia's statement shall be available to teachers from 1 July 2000.

## 14.—DEFERRED SALARY SCHEME

Teachers may apply to have their salary payments deferred in accordance with the provisions of this clause.

## (1) Eligibility

(a) Teachers who have been employed within the Catholic system for a minimum of two (2) years,

including full time and part time teachers, are eligible to apply.

- (b) Approval of applications will be determined by the employer based on the needs and requirements of the school.
- (2) Period of Leave
- (a) The period of leave will be for twelve (12) months, from 1 January to 31 December.
- (b) Participants will not be able to return to a position at the same school during the 12 month leave period.
- (c) Should alternative employment be sought during the year of leave, the teacher is to advise the employer.
- (d) Should employment as a teacher be pursued within a Catholic school, only relief work may be undertaken by the teacher.
- (e) The year of leave, the fifth year, will be taken in accordance with the conditions as prescribed within Clause 8—Leave, (3) Leave Without Pay of the Independent Schools' Teachers' Award.
- (3) Payment of Salary
- (a) During the four year accrual period participants in the scheme receive 80% of their normal fortnightly salary and will thus be taxed at this reduced rate of pay. Normal salary is defined as a teacher's normal fortnightly salary plus any associated teaching allowances.
- In the fifth year, when leave is taken, the participants will receive the money contributed over the four year period. This amount can be paid fortnightly; in one lump sum payment; or two payments, one in each of the financial years.
- (b) The participant will be taxed only on the amount actually received, in this case approximately 80% of the normal salary (including allowances). This is a significant taxation incentive for participants. It is recommended that, prior to entering into this scheme, prospective participants discuss taxation implications and other related issues with their accountant or financial adviser.
- (c) It should be noted that interest is not paid on amounts accumulated during the accrual period. A taxation ruling prohibits such payment on the basis that people taking advantage of a taxation incentive cannot derive interest on those funds. Interest accrued will be utilised to offset the administrative costs of the fund.
- (4) Suspension of Contributions
- (a) Participation in the scheme will be suspended during any period of unpaid leave. Any period of unpaid leave will reduce payments into the fund and therefore proportionately reduce the accrued payment in the year of leave.
- (b) A participant may elect to suspend contributions for a period of less than twelve months once during the accrual period. This will also reduce the accrued payment in the year of leave.
- (c) The employer retains the discretionary authority to approve suspension for a period of twelve (12) months at the request of the participant. Such a suspension will extend the taking of the year of leave by one (1) year.
- (5) Withdrawal
- (a) The participant may withdraw from the scheme at any time by notifying the employer in writing. It should be noted that only the exact money paid into the scheme will be paid in a lump sum on withdrawal and no interest will be paid on this amount.
- (b) The participant who withdraws from the scheme will be taxed on the lump sum payment and any other salary received during that financial year. Significant taxation implications may, therefore, apply.

(6) Long Service Leave, Sick Leave and Increment Entitlements

- (a) A participant in the scheme will accrue the above entitlements at 100% of the normal accrual rate over the first four years only. The fifth year, the year of leave, is a non-accrual period.
- (b) If a participant becomes eligible for long service leave during the fourth year of the deferred salary scheme, the long service leave entitlement will further be deferred and taken in the fifth year of the scheme or taken in the final term/semester of the fourth year of the scheme, or the first term/ semester of the sixth year.
- (7) Workers' Compensation
- (a) Participants in the scheme are covered by workers' compensation during the first four years of the scheme at 100% of their normal salary. A participant in receipt of workers' compensation during the first four years may elect to continue in the deferred salary scheme or suspend their contributions until their return to full duties.
- (b) Any period of suspension due to workers' compensation shall be undertaken in accordance with subclause (4) of this clause.
- (c) During the fifth year, the year of leave, the participant is not covered by workers' compensation.

(8) Superannuation

Contributions are based on 100% of the participant's normal salary over the first four years only.

(9) Fund Management

The scheme will be managed by the Catholic Education Office. During the four year accrual period, schools will remit 20% of salary foregone to the Office on a two or four weekly basis. Participants will receive a statement from the Office at the end of each year showing the amount accumulated in the scheme. At the beginning of the fifth year, when leave is taken, the accumulated amount will be forwarded to the participant's school for payment through the school's payroll. All contributions to the scheme are guaranteed by the Catholic Education Office of WA.

(10) Portability

- (a) Teachers are able to maintain their participation in the scheme should they transfer their employment between Catholic schools or to the Catholic Education Office.
- (b) The teacher is obliged to notify the principal prior to appointment of their participation in the Deferred Salary Scheme and the date that leave is due to be taken.
- (c) Participation in the Deferred Salary Scheme shall not impede an application for employment in a Catholic school.

(11) Implementation Date

- (a) Applications are to be forwarded to the Principal by the close of business 31 August of the year prior to the year of commencement.
- (b) Schools will endeavour to notify the teacher of the result of their applications by 31 October of the same year.

#### 15.—PROMOTIONAL POSITIONS

(1) The minimum promotional allowance payable to teachers engaged in the classifications prescribed in Clause 11.—Salaries, subclause (7) of the Award shall be—

- (a) Promotion Level 1 Category A: 14.8% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.
- (b) Promotion Level 1 Category B: 12.5% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.
- (c) Promotion Level 1 Category C: 10.0% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.
- (d) Promotion Levels 2, 3 and 4 shall be paid 70%, 50% and 30% respectively of Promotion Level 1 of the appropriate school category.

- (2) In lieu of subclause (1) of this clause, a school may
- (a) after consultation with the staff and
  - (b) with the agreement of the parties to this Agreement
- opt to introduce a school based system of promotional positions to replace the arrangements in subclause (1).
- (3) The structure and minimum promotional allowance payable to teachers engaged in the classifications prescribed in Clause 11.—Salaries, subclause (8), of the Award shall be as follows—
- (a) In schools with 100—300 students;
    - (i) one Assistant Principal at 15.5% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement; or
    - (ii) two Assistant Principals each at 7.75% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.
  - (b) In schools greater than 300 students;
    - (i) two Assistant Principals each at 15.5% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement; or
    - (ii) three Assistant Principals each at 10.3% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.

#### 16.—LOCATION ALLOWANCES

Teachers shall be paid the allowance provided for below in lieu of the allowance prescribed in subclause (1) of Clause 17.—Location Allowances of the Award.

Town	Full Rate Allowance \$/week	Half Rate Allowance \$/week
Balgo Hills	160.24	80.12
Boulder	14.42	7.21
Beagle Bay	145.36	72.68
Billiluna	160.24	80.12
Broome	104.97	52.48
Carnarvon	45.15	22.58
Derby	109.62	54.81
Esperance	27.11	13.56
Gibb River	160.24	80.12
Kalgoorlie	14.42	7.21
Karratha	108.38	54.19
Kununurra	137.68	68.89
Lake Gregory/Mulan	160.24	80.12
Lombadina	145.36	72.68
Mullewa	5.52	2.76
Port Hedland	101.07	50.54
Red Hill/Halls Creek	129.18	64.59
Ringer Soak	160.24	80.12
Southern Cross	26.48	13.24
Tardun	47.93	23.97
Turkey Creek	145.36	72.68
Wyndham	136.66	68.33

#### 17.—SICK LEAVE

A medical certificate from a legally qualified medical practitioner shall be regarded as proof of sickness.

#### 18.—FAMILY LEAVE

- (1) Use of sick leave
- (a) A teacher with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill. Such leave shall not exceed five (5) days in any calendar year and is not cumulative.
  - (b) The teacher shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
  - (c) The entitlement to use sick leave is subject to—
    - (i) the teacher being responsible for the care of the person concerned; and
    - (ii) the person concerned being either a member of the teacher's immediate family or a member of the teacher's household.
- (d) The teacher shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the teacher, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the teacher to give prior notice of absence, the teacher shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (2) Use of unpaid leave
- A teacher may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill.
- (3) Nothing contained in this clause shall prevent a teacher from making application for leave as prescribed in Clause 8.—Leave, subclause (1) Special Leave of the Award.

#### 19.—LONG SERVICE LEAVE

(1) As from 1 January 1995, a teacher's entitlement to paid long service leave for each year of service within the Catholic Education system, will accrue at the following rates—

- (a) up to ten years of continuous service, 1.3 weeks for each year of service;
- (b) for each subsequent year, 1.86 weeks for each year of service.

(2) Subject to subclause (5) of this clause, a teacher who has accrued a minimum entitlement of ten weeks' long service leave shall be entitled to take such leave.

(3) For any service prior to the 1st January 1995, the provisions of long service leave shall be that which is prescribed under the terms of the Award.

(4) The process required for the taking of leave shall be as follows—

- (a) the employer shall advise the teacher of his/her impending entitlement to take long service leave prior to the completion of term three in the year preceding the entitlement becoming due;
- (b) the teacher shall advise the employer no later than the commencement of term four of the preceding year of their intention or otherwise to take leave;
- (c) where an agreement has been reached for the taking of long service leave and circumstances arise that necessitates an adjustment of such leave, then any request for the adjustment shall not be unreasonably withheld.

(5) Where the continuous service of a teacher during the period of accrual contains any period which is less than full time then that teacher's entitlement shall be calculated as follows;

- (a) the number of weeks accrued shall be in accordance with subclause (1) above; and
- (b) payment for the period accrued shall be the average that the teacher's hours bears to that of a full time teacher over the accrual period.

(6) The teacher continues to accrue long service leave entitlement for any period during which the teacher is absent on full pay from his/her duties; long service leave does not accrue for any period exceeding two weeks during which the teacher is absent on unpaid leave.

(7) (a) For the purposes of calculating long service leave entitlement the employer shall allow a break of service up to two terms without penalty to the teacher. Such a break in service shall be deemed to be 'leave without pay' for the purposes of calculating that teacher's entitlement.

(b) The provisions of this subclause shall not prevail if a teacher has been paid a pro-rata payment for accrued long service leave at the time of the break of service.

(8) Vacation leave observed by the school shall count for the purposes of calculating a teacher's entitlement to long service leave.

(9) Any public holiday which occurs during the period a teacher is on long service leave shall be treated as part of the long service leave and extra days in lieu thereof shall not be granted.

(10) Where a teacher has become entitled to a period of long service leave in accordance with the clause, the teacher

shall commence such leave as soon as possible after the accrual date by one of the following options, at a time mutually agreed between the employer and the teacher;

- (a) as a term with the excess entitlement being retained as unused accrued long service leave; or
- (b) as a semester, with approved leave without pay for that portion which exceeds the fully accrued long service leave entitlement; or
- (c) with the agreement of the employer, as a term with the excess entitlement being paid for in addition to the ordinary payment for such leave.
- (d) with the agreement of the employer and in special circumstances, a lesser period may be taken than that prescribed in this subclause

(Notation: For the purposes of this subclause a semester is defined as school terms 1 and 2 or 3 and 4.)

(11) Payment for long service leave shall be made in full before the teacher goes on leave, or by agreement between the teacher and the employer at the same time as the teacher's salary would have been paid if the teacher had remained at work.

(12) Where a teacher has completed at least 7 continuous years of service and employment is terminated—

- (a) by the teacher's death; or
- (b) in any circumstances, other than serious misconduct;

the amount of leave shall be such as has accrued under the provisions of subclause (1) of this clause.

(13) In the case to which subclause (12) of this clause applies, and in any case in which the employment of the teacher who has become entitled to leave hereunder is terminated before such leave is taken or fully taken, the employer shall;

- (a) upon termination of employment otherwise than by death, pay to the teacher; or
- (b) upon termination of employment by death, pay to the personal representative of the teacher upon request by the personal representative,

a sum equivalent to the amount which would have been payable in respect of the period of leave to which he/she is entitled or deemed to have been entitled and which would have been taken but for such termination.

Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.

(14) Accrued long service leave entitlements are portable between all Catholic schools in Western Australia and those schools subject to the Catholic Schools Long Service Leave Interstate Portability Agreement.

## 20.—PARENTAL LEAVE

Subject to the terms of this clause, a teacher is entitled to maternity, paternity and adoption leave and to work part time in connection with the birth or adoption of a child.

### Part 1—Parental Leave

#### (1) Eligibility for Maternity and Paternity Leave

- (a) If a teacher or the teacher's spouse becomes pregnant, the teacher shall, subject to the conditions hereunder, be entitled to parental leave in accordance with the provisions of this clause.

Conditions of eligibility:

- (i) The teacher is a full-time teacher or is a part-time teacher whose teaching allotment is not less than three hours per week, but not a relief teacher.
- (ii) The teacher has had not less than 12 months continuous service in Catholic education in Western Australia immediately preceding the date upon which the teacher proceeds on such leave.
- (iii) The teacher shall produce to the employer a certificate from a legally qualified medical practitioner stating the presumed date of confinement.
- (iv) The teacher shall produce a statutory declaration stating particulars of any period of parental leave sought or taken by the

teacher's spouse and that for the period of parental leave the teacher will not engage in any action inconsistent with the teacher's contract of employment.

- (b) Such leave shall be without pay.
- (c) The teacher's entitlement shall be reduced by any period of parental leave taken by the teacher's spouse in relation to the same child and, apart from parental leave of up to one week at the time of confinement, shall not be taken concurrently.

#### (2) Single Period of Parental Leave and Commencement

- (a) Subject to subclauses (3) and (6) hereof,
  - (i) the period of maternity leave shall be for an unbroken period of from six (6) to one hundred and four (104) weeks and shall include a period of six (6) weeks compulsory leave to be taken immediately following confinement;
  - (ii) the period of paternity leave shall be for an unbroken period of from one (1) to one hundred and four (104) weeks and shall include a period of one (1) week compulsory leave to be taken immediately following confinement.
  - (iii) however, the period of leave for a replacement teacher shall not extend beyond the period for which they have been engaged as a replacement teacher.

- (b) A teacher shall not less than ten (10) weeks prior to the presumed date of confinement produce to the employer the certificate referred to in subclause (1)(a)(iii) and give notice in writing to the employer setting out the presumed date of confinement and the date upon which the teacher proposes to commence parental leave stating the period of leave to be taken.

- (c) An employer by not less than fourteen (14) days' notice in writing to the teacher, may require the teacher to commence maternity leave at anytime within the six (6) weeks immediately prior to her presumed date of confinement, except where the teacher can produce a medical certificate from the legally qualified medical practitioner in subclause (1)(a)(iii) stating that they are fit to continue normal duties during the six (6) weeks prior to the presumed date of confinement.

- (d) A teacher shall not be in breach of this provision as a consequence of failure to give the stipulated period of notice in accordance with paragraph (c) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.

#### (3) Further period of Parental Leave resulting from a subsequent pregnancy

- (a) For the purposes of this clause a further period of parental leave shall mean a period of parental leave resulting from a subsequent pregnancy taken without a return to work from an initial period of parental leave and shall be deemed to be a new and separate period of parental leave.
- (b) When a teacher who is already on parental leave under this clause applies for a further period of leave because of a subsequent pregnancy, the period of parental leave shall be for an agreed period and shall commence from the date of confinement and shall cease at either the start of the next school year or the start of the year following as determined by the teacher.
- (c) Application for a subsequent period of parental leave shall comply with the provisions contained in subclauses (1) and (2) above, save that this will not require a teacher currently on paternity leave to return to work during the period of compulsory maternity leave of the mother following the birth of another child.

#### (4) Transfer to a Safe Job prior to Maternity Leave

- (a) When in the opinion of a legally qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned

- to the teacher make it inadvisable for the teacher to continue at her present work the teacher shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
- (b) If the transfer to a safe job is not practicable, the teacher may, or the employer may require the teacher to take leave for such period as is certified necessary by a legally qualified medical practitioner and such leave shall be treated as maternity leave for the purposes of subclauses (9), (10), (11) and (13) hereof.
- (5) Variation of Maternity Leave
- (a) Provided the addition does not extend each period of parental leave beyond one hundred and four (104) weeks, the period may be lengthened only once (save with the agreement of the employer) by the teacher giving not less than seven (7) weeks notice in writing stating the period by which the leave is to be lengthened.
- (b) The period of leave may, with the consent of the employer, be shortened by the teacher giving not less than seven (7) working weeks notice in writing stating the period by which the leave is to be shortened.
- (c) The provisions of paragraphs (a) and (b) hereof do not apply to those teachers taking further periods of leave, unless the employer consents.
- (6) Cancellation of Parental Leave
- (a) Parental leave applied for but not commenced shall be cancelled where the pregnancy of a teacher or the teacher's spouse terminates other than by the birth of a living child.
- (b) Where the pregnancy of a teacher then on maternity leave terminates other than by the birth of a living child, it shall be the right of the teacher to resume work at a time nominated by the employer (which shall be no later than the beginning of the next succeeding term from the date of the notice in writing by the teacher to the employer that she wishes to resume work).
- (c) In this case the teacher may undertake temporary employment with another employer without affecting his/her contract of service with the school from which he/she took leave.
- (7) Special Maternity Leave and Sick Leave
- (a) Where the pregnancy of a teacher not then on maternity leave terminates after twenty-eight (28) weeks other than by the birth of a living child, then—
- (i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a legally qualified medical practitioner certifies as necessary before her return to work; or
- (ii) for illness other than the normal consequences of confinement she shall be entitled either in lieu of or in addition to special maternity leave to such paid sick leave to which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work.
- (b) Where a teacher not then on maternity leave suffers illness related to her pregnancy, she may take such sick leave to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a legally qualified medical practitioner certifies as necessary before her return to work provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed one hundred and four (104) weeks for the first period of maternity leave.
- (c) For the purposes of subclauses (8), (9) and (10) hereof maternity leave shall include special maternity leave.
- (d) A teacher returning to work after a period of leave taken pursuant to this subclause shall, subject to paragraph (e), be entitled to a position commensurate with her qualifications, experience and previous classification.
- (e) A part-time teacher shall be entitled to return to a position which includes the same number of hours per week but not necessarily the same times or class levels.
- (8) Parental Leave and Other Entitlements
- Provided the aggregate of leave, including leave taken pursuant to subclauses (4) and (7) hereof, does not exceed one hundred and four (104) weeks for each period of parental leave or does not negate the obligation to return to work at the beginning of the school year for further periods of parental leave as defined in subclause (3)(a);
- (a) a teacher may in lieu of or in conjunction with parental leave take any annual leave or long service leave or any part thereof to which the teacher is then entitled;
- (b) paid leave other than long service leave is not available to a teacher during the teacher's absence on parental leave.
- (9) Effect of Parental Leave on Employment
- Notwithstanding any provision to the contrary, absence on parental leave shall not break the continuity of service of a teacher but shall not be taken into account in calculating the period of service for any purpose of this Agreement.
- (10) Termination of Employment
- (a) A teacher on parental leave may terminate employment at any time during the period of leave by due notice given.
- (b) An employer shall not terminate the employment of a teacher on the grounds of pregnancy or absence on parental leave but otherwise the rights of an employer in relation to termination of employment are not hereby affected.
- (11) Return to work after a single period of Parental Leave
- (a) Except as provided in paragraph (b) hereof, a teacher will return to work only from the beginning of a school term, preferably from the beginning of a school year and will indicate an intention of returning to work by giving in writing not less than seven (7) working weeks' notice wholly within a school term, that notice to be immediately prior to the proposed school term of commencement.
- (b) An employer may by agreement with the teacher arrange for a teacher to return to work at some date other than the commencement of a school term.
- (c) Provided the notice required pursuant to paragraph (a) above has been given, a teacher shall be entitled to a position commensurate with the teacher's qualifications, experience and previous classification.
- (d) A part-time teacher shall be entitled to return to a position which includes the same number of hours per week, but not necessarily the same times or class levels.
- (e) If no confirmation of an intention to return is received, the employer shall take reasonable steps of inquiry prior to making other arrangements.
- (12) Return to work from a further period of parental leave resulting from a subsequent pregnancy
- (a) A teacher will return to work only from the beginning of a school year and will indicate an intention of returning to work by giving in writing not less than seven (7) working weeks notice wholly within a school term in the school year prior to the intended return.
- (b) Return to work from a further period of parental leave resulting from a subsequent pregnancy will comply with subclause (11) paragraphs (b), (c), (d) and (e).
- (13) Replacement Teachers
- (a) A teacher specifically engaged as a result of a teacher proceeding on parental leave will normally be a replacement teacher provided however that such replacement teacher does not have to fill the position vacated by the teacher proceeding on parental leave.

- (b) Before an employer engages a replacement teacher under this subclause, the employer shall inform that person of the temporary nature of the employment and the rights of the teacher who is being replaced.
- (c) Before an employer temporarily promotes or transfers a teacher to replace a teacher exercising rights under this clause the employer shall inform that person of the temporary nature of the promotion or transfer and the rights of the teacher who is being replaced.
- (d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement teacher.

## Part 2—Adoption Leave

### (1) Definitions

In this subclause—

“child”, in relation to a teacher, means a person under the age of 5 years who is placed with the teacher for the purposes of adoption and who has not previously lived continuously with the teacher for a period of 6 months or more or is not a child or step-child of the teacher or of the spouse of the teacher.

“primary care-giver” means a person who assumes the principal role of providing care and attention to a child.

“relative adoption” occurs where a child is adopted by a parent, a spouse of a parent or another relative, being a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

### (2) Eligibility for adoption leave

- (a) A teacher is, on production to the employer of the documentation required by subclause (3) below entitled to one or two periods of adoption leave, the total of which must not exceed 104 weeks in the following circumstances—
  - (i) An unbroken period of up to 3 weeks at a time of the placement of the child (referred to in this subclause as “short adoption leave”);
  - (ii) An unbroken period of up to 104 weeks from the time of the placement of the child in order to be the primary care-giver of the child (referred to in this clause as “extended adoption leave”). This entitlement is to be reduced by any period of short adoption leave taken and the aggregate of any periods of adoption leave taken or to be taken by the teacher’s spouse in relation to the same child. Save that for a replacement or relieving teacher, that period of leave shall not extend beyond the period for which they have been engaged as a replacement or relieving teacher;
- (b) Extended adoption leave is not to be taken concurrently with adoption leave taken by the teacher’s spouse in relation to the same child.
- (c) The teacher must have had at least one year of continuous service within Catholic education in Western Australia immediately preceding the date on which the teacher commences either period of leave.

### (3) Certification

- (a) Before taking adoption leave, the teacher must produce to the employer a statement from an adoption agency or another appropriate body of the expected date of placement of the child with the teacher for adoption purposes; or a statement from the appropriate government authority confirming that the teacher is to have custody of the child pending application for an adoption order.
- (b) In relation to any period of extended adoption leave to be taken, the teacher must also produce a statutory declaration;
  - (i) stating that the teacher is seeking that period of adoption leave to become the primary care-giver of the child; and
  - (ii) stating particulars of any period of adoption leave sought or taken by the teacher’s spouse; and

- (iii) stating the teacher’s agreement that for the period of the teacher’s adoption leave the teacher will not engage in any action inconsistent with the teacher’s contract of employment.

### (4) Notice requirements

- (a) On receiving notice of approval for adoption purposes, a teacher must notify the employer of the approval and within two (2) months after receiving notice of the approval, must further notify the employer of the period or periods of adoption leave which the teacher proposes to take. In the case of a relative adoption, the teacher must so notify the employer on deciding to take a child into custody pending an application for an adoption order.
- (b) A teacher who commences employment with an employer after the date of approval for adoption purposes must notify the employer of that date on commencing employment and of the period of adoption leave which the teacher proposes to take.
- (c) A teacher must, as soon as the teacher is aware of the expected date of placement of a child for adoption purposes but no later than fourteen (14) days before the expected date of placement, give notice in writing to the employer of that date, and of the date of commencement of any period of short adoption leave to be taken.
- (d) A teacher must, at least seven (7) weeks before the proposed date of commencing any period of extended adoption leave to be taken, give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.
- (e) A teacher shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with paragraphs (c) or (d) hereof if the failure is caused by;
  - (i) the requirement of an adoption agency for the teacher to accept earlier or later placement of a child; or
  - (ii) the death of the teacher’s spouse.

### (5) Variation of period of adoption leave

- (a) Provided the addition does not extend adoption leave beyond 104 weeks, the period of extended adoption leave may be lengthened once only by the teacher giving not less than twenty-one (21) days notice in writing stating the period by which the leave is to be lengthened.
- (b) The period may be further lengthened by agreement between the employer and the teacher.
- (c) The period of extended adoption leave may, with the consent of the employer, be shortened by the teacher giving not less than seven (7) working weeks notice in writing stating the period by which the leave is to be shortened.

### (6) Cancellation of adoption leave

- (a) Adoption leave, applied for but not commenced, is cancelled should the placement of the child not proceed.
- (b) If the placement of a child for adoption purposes with a teacher then on adoption leave does not proceed or continue, it shall be the right of the teacher to resume work at a time nominated by the employer (which shall be no later than the beginning of the next succeeding term from the date of the notice in writing by the teacher to the employer that the teacher wishes to resume work).
- (d) In this case, the teacher may undertake temporary employment with another employer without affecting his/her contract of service with the school from which he/she took leave.

### (7) Special Adoption leave

The employer must grant to any teacher who is seeking to adopt a child any leave not exceeding two (2) days (paid or otherwise), that is required by the teacher to attend any compulsory interviews or examinations that are necessary as part of the adoption procedure.

## (8) Adoption leave and other entitlements

- (a) So long as the aggregate of any leave, including leave taken under this subclause does not exceed 104 weeks, a teacher may, instead of or in conjunction with adoption leave, take any annual leave or long service leave or any part of it to which the teacher is entitled.
- (b) Paid leave other than long service leave is not available to a teacher during the teacher's absence on adoption leave.

## (9) Effect of adoption leave on employment

Notwithstanding any provision to the contrary, absence on adoption leave shall not break the continuity of service of a teacher but shall not be taken into account in calculating the period of service for any purpose of this Agreement provided that absence on adoption leave shall count for purposes of subclause (2)(c) above.

## (10) Termination of employment

- (a) A teacher on adoption leave may terminate employment at any time during the period of leave by due notice given.
- (b) An employer shall not terminate the employment of a teacher on the ground of the teacher's absence on adoption leave but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

## (11) Return to work after adoption leave

- (a) Except as provided in paragraph (b) hereof, a teacher will return to work only from the beginning of a school term, preferably from the beginning of a school year and will indicate an intention of returning to work by giving in writing not less than seven (7) weeks' notice, that notice to be immediately prior to the proposed school term of commencement.
- (b) An employer may by agreement with the teacher arrange for a teacher to return to work at some date other than the commencement of a school term.
- (c) Provided the notice required pursuant to subclause (a) above has been given, a teacher shall be entitled to a position commensurate with the teacher's qualifications, experience and previous classification.
- (d) A part-time teacher shall be entitled to return to a position which includes the same number of hours per week, but not necessarily the same times or class levels.
- (e) If no confirmation of an intention to return is received, the employer shall take reasonable steps of inquiry prior to making other arrangements.

## (12) Replacement Teachers

- (a) A teacher specifically engaged as a result of a teacher proceeding on adoption leave will normally be a replacement teacher provided however that such replacement teacher does not have to fill the position vacated by the teacher proceeding on adoption leave.
- (b) Before an employer engages a replacement teacher under this subclause, the employer shall inform that person of the temporary nature of the employment and the rights of the teacher who is being replaced.
- (c) Before an employer temporarily promotes or transfers a teacher to replace a teacher exercising rights under this clause the employer shall inform that person of the temporary nature of the promotion or transfer and the rights of the teacher who is being replaced.
- (d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement teacher.

**Part 3—Part-time Work**

## (1) Definitions

In this subclause—

“Female teacher” means an employed female who is pregnant or is caring for a child whom she has borne or a child who has been placed with her for adoption purposes.

“Male teacher” means an employed male who is caring for a child of his spouse or a child placed with the teacher for adoption purposes.

“Part-time employment” means work of a lesser number of hours than constitutes full-time work under this Agreement, but does not include temporary or casual work.

“Former position” means the position held by a teacher immediately before commencing part-time employment under this subclause or, if such position no longer exists but there are other positions available for which the teacher is qualified and capable of performing, a position as nearly as possible comparable in status and pay to that of the position held by the teacher immediately before commencing part-time work.

## (2) Entitlement

With the agreement of the employer;

- (a) a female teacher may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy necessary or desirable;
- (b) a female teacher may work part-time in one or more periods at any time from the seventh week after the date of the birth of the child until its third birthday;
- (c) a male teacher may work part-time in one or more periods at any time from the date of the birth of the child until its third birthday;
- (e) in relation to adoption, a female or male teacher may work part-time in one or more periods at any time from the date of placement of the child until the third anniversary of that date.

## (3) Return to former position

- (a) A teacher who has had at least one year of continuous service within Catholic education in Western Australia immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to their former position.
- (b) Nothing in paragraph (a) hereof shall prevent the employer from permitting the teacher to return to their former position after a second or subsequent period of part-time employment.

## (4) Effect of part-time work on continuous service

Under this Agreement, commencement on part-time employment under this subclause and return from part-time employment to full-time employment under this subclause does not break the continuity of service of a teacher.

## (5) Pro-rata entitlements

Subject to the provisions of this subclause and the matters agreed to in subclause (6) hereof, part-time employment shall be in accordance with the provisions of the Award and/or this Agreement and shall apply pro-rata.

## (6) Part-time Work Agreement

- (a) Before commencing a period of part-time employment under this subclause the employer and the teacher shall agree;
  - (i) that the teacher may work part-time;
  - (ii) upon the hours to be worked by the teacher, the days upon which they will be worked and the commencing times for the work;
  - (iii) upon the period of part-time employment.
- (b) The terms of this agreement may be varied by consent.
- (c) The terms of this agreement and any variation to it shall be in writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the teacher by the employer.
- (d) The work to be performed part-time need not be the work performed by the teacher in the teacher's former position but shall be work commensurate with the teacher's qualifications, experience and previous classification.

- (e) An employer may request, but not require, a teacher working part-time under this clause to work outside or in excess of the teacher's ordinary hours of duty provided for in accordance with paragraph (a) hereof.

(7) Termination of Employment

- (a) The employment of a part-time teacher under this clause may be terminated in accordance with the provisions of the Award and/or this Agreement but may not be terminated by the employer because the teacher has exercised or proposes to exercise any rights under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.
- (b) Any termination benefits payable to a teacher whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time teacher as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time teacher on a pro-rata basis.

(8) Replacement Teachers

- (a) A teacher specifically engaged as a result of a teacher proceeding on part-time employment under this subclause will normally be a replacement teacher.
- (b) Before an employer engages a replacement teacher under this subclause, the employer shall inform that person of the temporary nature of the employment and the rights of the teacher who is being replaced.
- (c) Before an employer temporarily promotes or transfers a teacher to replace a teacher exercising rights under this clause the employer shall inform that person of the temporary nature of the promotion or transfer and the rights of the teacher who is being replaced.
- (d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement teacher.

21.—REDUNDANCY PROVISIONS

(1) Should a position in a Catholic school become redundant then the provisions of—

- (a) the Workplace Relations Act (1996); and/or
- (b) the Catholic Education Commission of Western Australia policy on redundancy; and/or
- (c) this Agreement,

whichever is the greater, shall apply.

(2) In calculating the years of service of a teacher, all continuous service within Catholic schools in Western Australia will be considered and not only the service completed at the current school.

(3) Where a school proposes to make one or more teaching positions redundant the employer shall make redundancy payments to the teachers made redundant—

Period of Service	Weeks of severance pay.
Less than 1 year	Nil
One year and less than two years	4 weeks
Two years and less than three years	6 weeks
Three years and less than four years	7 weeks
Four years and above	2 weeks per year of service to a maximum of 16 weeks.

(4) When the employer identifies a potential redundancy and before a teacher is named as the person whose position has been declared redundant, the employer shall offer all teachers at that school the opportunity to take leave without pay for a period of one school year or such a period to resolve the potential redundancy. Where a suitable application is received that resolves the potential redundancy, then the teacher shall be granted leave without pay for the period.

(5) Continuity of service for all purposes of the Award and/or this Agreement shall apply where a teacher has been made redundant and is re-employed by a Catholic school within six months.

(6) If during the life of this Agreement the Australian Industrial Relations Commission moves to a new redundancy standard in excess of the provisions of this clause, then the new standard will apply and as such the parties agree to amend this Agreement accordingly.

(7) Notwithstanding the other provisions of this clause, nothing shall prevent the parties from negotiating a redundancy settlement in excess of the provisions as determined in subclause (3) of this clause.

22.—PLAYGROUND DUTY

Where a teacher is required to perform playground supervision, such supervision shall be so rostered as to allow a fair and reasonable midday meal break.

23.—FLEXIBILITY IN THE SCHOOL DAY/YEAR

(1) Flexible working hours for teachers may be implemented at schools where an improved curriculum can be offered, or more effective and efficient use of resources occurs.

The following criteria shall be applied prior to the implementation of flexible hours—

- (a) a consultative process to occur at school level involving all stakeholders, including the ISSOA, school decision making groups, parents, students and staff;
- (b) issues such as duty of care, health, safety and welfare, equity and other legislative requirements allowed for;
- (c) workloads and career aspirations have been considered;
- (d) individual circumstances have been fairly and reasonably considered;
- (e) the distribution of hours to be equitable.

(2) Specifically excluded from these flexibility arrangements are increased working hours for teachers.

24.—MANNER OF LIFE

(1) Where an allegation has been made against a teacher with regard to the teacher's manner of life and/or stated beliefs which may be in breach of Clause 11.—Conditions of Employment, subclause (2)(a) of this Agreement, the following procedures shall apply—

(2) The Allegation

- (a) Any allegation for breach of this clause shall be directed to the Principal of the school in which the teacher is employed and shall be in writing stating—
- (i) the nature of the allegation;
- (ii) the proof supporting the allegation; and
- (iii) the source of the allegation.
- (b) The person/s making the allegation must have direct knowledge of the alleged breach and shall be required to support the allegation in conformity with the provisions as outlined in paragraph (a) of this subclause.
- (c) The Principal and/or the person/s making the allegation should observe confidentiality at all times and the Principal shall advise such person/s of the seriousness of their allegation and counsel such person/s of the consequences of malicious, false or exaggerated allegations.
- (d) The employer shall record the details of the allegation and where necessary clarify any matter pertaining to the allegation.

(3) Advising the Teacher

- (a) (i) Should the employer determine that the allegation cannot be sustained, the matter shall be discontinued and the person/s making the allegation advised accordingly.
- (ii) Should the circumstances warrant, the employer may advise the teacher of the allegation and the outcome as prescribed in paragraph (a)(i) of this subclause.
- (b) If the employer determines that the allegation needs to be acted upon, he/she shall advise the teacher in writing stating—
- (i) the nature of the allegation;
- (ii) the proof supporting the allegation;

- (iii) the source of the allegation;
- (iv) the potential consequences if the allegation is proven;
- (v) that the teacher is not required to answer the allegation immediately but may elect to seek the appropriate advice and representation; and
- (vi) a reasonable time frame for a response.

(4) Where an allegation for breach of this clause has been confirmed by the teacher, the teacher shall be offered the opportunity to rectify the matter where possible, in a manner agreed between the teacher and the employer. Such agreement shall be in writing.

(5) Should the matter not be resolved in accordance with subclauses (3) or (4) of this clause, the provisions of Clause 30.—Dispute Avoidance and Grievance Procedures of this Agreement shall apply.

#### 25.—PROFESSIONAL DEVELOPMENT

Professional development has as its priority the upgrading of professional knowledge and skills. Both the school and the teacher should share the responsibility of teachers' professional development.

In addition to courses provided in school hours, the parties accept that courses outside of school hours should be made available to teachers. Access to such courses should be at the discretion of the teacher.

#### 26.—PROFESSIONAL RESPONSIBILITIES

(1) The parties recognise that there is a wide range of duties and responsibilities involved in the profession of teaching.

(2) The parties recognise that the following principles apply in addressing the fair and reasonable participation of teachers—

- (a) Much of the life and culture of the school is derived from school activities involving teachers and students conducted outside regular classroom contact;
- (b) The efforts of teachers who contribute significantly to the life and values of the school should be recognised;
- (c) Duty of care responsibilities must be considered in the planning of all activities conducted by the school;
- (d) There will be collaborative planning between school and staff in the allocation of teachers to all activities conducted by the school;
- (e) The competence, skills and qualifications of teachers, including part-time teachers, will be considered in the planning and allocating of activities conducted by the school, having regard for the teacher's professional development and family responsibilities;
- (f) Some schools may have expanded educational programs which may require flexible employment arrangements.

#### 27.—SUMMATIVE APPRAISAL

During the life of this Agreement, all forms of teacher appraisal (including Summative and Senior Teacher appraisal) will be re-negotiated.

#### 28.—PART TIME TEACHERS

##### (1) Contract of employment

- (a) In engaging a part time teacher schools will recognise that part time teachers are entitled to supplement their income through other employment.
- (b) The number of hours of scheduled class time and professional responsibilities and duties of a part time teacher shall be set out in writing by the employer at the time of engagement and at any other time when a variation occurs.

(2) A part time teacher's weekly rate of pay shall be assessed according to the following formula—

$$\frac{\text{Hours worked}}{\text{Full time teachers' hours}} \times \text{the appropriate full time salary}$$

*Note: Hours = the number of hours of scheduled class time for the teacher*

(3) A part time teacher in a Primary School shall be given a proportional amount of release time for planning and preparation as given to a full time teacher in that school.

(4) A part time teacher shall be expected to undertake a proportional number of additional duties normally expected of a full time teacher in that school, provided that those duties fall at times adjoining that teacher's normal scheduled classroom teaching hours or on a usual day of employment, e.g. yard supervision, staff meetings, etc.

##### (5) Additional hours

- (a) Where an employer requires and the part time teacher agrees to work additional hours, the teacher shall be paid for each additional hour or part thereof at that teacher's normal part-time hourly rate of pay.
- (b) Such additional hours worked under this arrangement shall not result in proportionate adjustments under any other clause in the Award or this Agreement.

##### (6) Variation of hours

- (a) The school may vary the teaching load of a part time teacher from the beginning of each school year with 6 weeks notice or at any time by agreement with the teacher.
- (b) In the absence of the required notice as per subclause (a) and provided that the change involves a decrease in salary, the teacher's salary will be maintained at its former level for the period of the notice not given.

#### 29.—SPECIAL LEAVE

(a) A teacher shall, on sufficient cause being shown, be granted special leave with pay.

(b) "Sufficient cause" is defined as a matter or situation for which

- (i) no other paid leave is available
- (ii) no other arrangements can reasonably be made
- (iii) the absence from duty is required due to pressing necessity.

(c) The period determined at the discretion of the employer having regard to all of the circumstances but would not normally exceed 3 days for any one instance.

#### 30.—DISPUTE AVOIDANCE AND GRIEVANCE PROCEDURE

(1) The objective of these procedures is the avoidance and resolution of industrial disputation by measures based on consultation, co-operation and negotiation and the parties to a dispute shall make reasonable attempts to resolve the matter by mutual discussion and determination.

(2) Without prejudice to either party, the parties to this Agreement shall ensure the continuation of work in accordance with the Award, this Agreement and the custom and practice in Catholic Schools in Western Australia.

(3) (a) In the event of any matter arising which is of concern, the teacher shall discuss this matter with the Principal or his/her nominee.

(b) If the matter is not resolved at this level, the teacher and/or the Principal may refer the matter to the Independent Schools Salaried Officers' Association and/or the Catholic Education Office (Employee and Community Relations Team).

(In an attempt to resolve the matter it may be necessary to have formal discussion between the ISSOA and the Director of Catholic Education in Western Australia.)

(c) If the matter cannot be resolved at this level it may be referred to the Western Australian Industrial Relations Commission.

(4) Nothing contained in this procedure shall prevent the Secretary of the ISSOA or his/her nominee or the Director of Catholic Education in Western Australia or his/her nominee from entering into negotiations at any level either at the request of any of the parties to the dispute or on their own initiative in respect of matters in dispute should such action be considered conducive to achieving resolution of the dispute.

31.—SIGNATURES

(Signature)	(Signature)
MOST REV B. J. HICKEY	T. I. HOWE
(Name of signatory in block letters)	(Name of signatory in block letters)
Roman Catholic Archbishop of Perth Inc	Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers

**SCHEDULE 1**

**REMOTE AREA PACKAGE**

This package introduces a set of allowances and conditions for teachers in schools which currently receive a Location Allowance as prescribed in Clause 16.—Location Allowance of this Agreement.

**DEFINITION**

“Dependant” in relation to an employee as covered by this Schedule shall take on the definition as described by the Australian Taxation Office for such purposes.

The income used as a dependency test shall be adjusted on 30 June each year in accordance with variations to the taxable limit for earnings for the dependant spouse rebate.

**1. AIR CONDITIONING REIMBURSEMENT**

- (a) An airconditioning reimbursement will be paid to teachers to defray electricity expenses incurred by the running of air conditioners during defined months.
- (b) The air conditioning reimbursement is administered by the school.
- (c) The airconditioning reimbursement is paid to teachers on presentation of a paid electricity account.
- (d) The air conditioning reimbursement operates on the basis that any given town attracts a rebate based on set criteria e.g.
  - prescribed months.
  - day and night.
  - electricity unit cost.
- (e) Full rates are received by teaching staff with dependants.

Half rates are received by teaching staff with no dependants.

If three employees are sharing accommodation and have no dependants, each will receive a third of the reimbursement.

*For example, Wyndham is entitled to an air conditioning reimbursement for the months of September to May on both day and night criteria. The allocation of electrical units is 448 for day criteria and 672 for night criteria, a total of 1120 units. The rebate per unit of electricity is 12.75 cents.*

*On this basis the annual air conditioning reimbursement for a three bedroom house in Wyndham occupied by a teacher with dependants would be as follows—*

*1120 units x 9 months x 12.75 cents per unit  
Total = \$1285.20 / 26.08 weeks = \$49.28 fortnightly air conditioning reimbursement.*

- (f) The cost of the electricity per unit may differ from one location to another. The electricity unit cost that is being charged at each location has been utilised when determining the air conditioning reimbursement. The reimbursement rates set out in Table Two of this schedule are subject to annual review of the unit cost of electricity with Western Power.
- (g) The following table details the criteria applied in determining the air conditioning reimbursement—

Table One

Location	Centre Status	Night Criteria		Day Criteria	
		Period	Months	Period	Months
Balgo Hills	Remote	Oct-Mar	6	Oct-Mar	6
Beagle Bay	Isolated	Oct-April	7	Oct-April	7
Billiluna	Remote	Oct-Mar	6	Oct-Mar	6
Boulder	Town	—	0	Jan-Mar	3

Location	Centre Status	Night Criteria		Day Criteria	
		Period	Months	Period	Months
Broome	Town	Oct-April	7	Oct-April	7
Carnarvon	Town	Jan-Mar	3	Jan-Feb	2
Derby	Town	Oct-April	7	Sep-April	8
Gibb River	Remote	Sep-May	9	Sep-May	9
Kalgoorlie	Town	—	0	Jan-Mar	3
Karratha	Town	Nov-April	6	Oct-April	7
Kununurra	Town	Oct-Mar	6	Sep-April	8
Lake Gregory/ Mulan	Remote	Oct-Mar	6	Oct-Mar	6
Lombadina	Isolated	Oct-April	7	Oct-April	7
Port Hedland	Town	Nov-April	6	Oct-April	7
Red Hill Halls Creek	Town	Nov-Mar	5	Oct-April	7
Ringer Soak/ Yaruman	Remote	Oct-Mar	6	Oct-Mar	6
Southern Cross	Town	—	0	Jan-Mar	3
Turkey Creek/ Warmun	Isolated	Oct-Mar	6	Sep-April	8
Wyndham	Town	Sep-May	9	Sep-May	9

- (h) The air conditioning reimbursement for the locations as mentioned above are as follows—

Table Two

Location	Centre Status	Half Rate
Balgo Hills	Remote	\$16.43 per fortnight
Beagle Bay	Isolated	\$19.17 per fortnight
Billiluna	Remote	\$16.43 per fortnight
Broome	Town	\$19.17 per fortnight
Boulder	Town	\$3.29 per fortnight
Carnarvon	Town	\$7.12 per fortnight
Derby	Town	\$20.26 per fortnight
Gibb River	Remote	\$24.64 per fortnight
Kalgoorlie	Town	\$3.29 per fortnight
Karratha	Town	\$17.52 per fortnight
Kununurra	Town	\$18.62 per fortnight
Lake Gregory / Mulan	Remote	\$16.43 per fortnight
Lombadina	Isolated	\$19.17 per fortnight
Port Hedland	Town	\$17.42 per fortnight
Red Hill / Halls Creek	Town	\$15.88 per fortnight
Ringer Soak / Yaruman	Remote	\$16.43 per fortnight
Southern Cross	Town	\$3.29 per fortnight
Turkey Creek / Warmun	Isolated	\$18.62 per fortnight
Wyndham	Town	\$24.64 per fortnight

It should be noted that—

- (i) The rates listed above are half rates, received by teaching staff with no dependants. The full rate (twice the above amount) is received by teaching staff with dependants.
- (ii) Part time staff receive pro rata reimbursement, dependent upon their part time fraction.

**2. ELECTRICITY CHARGES**

- (a) In those locations where the electricity cost is higher than those charged in areas serviced by Western Power, the additional electricity costs in excess of the standard unit costs (over and above the air conditioning reimbursement) are met by the school. The electricity unit cost reimbursement rate is subject to annual review with Western Power.

*For example, if the electricity costs in town A is 29.96 cents per unit and the standard rate of electricity from Western Power is 12.75 cents per unit, the school will then cover the difference of 17.21 cents per unit less the air conditioning component already met.*

In other words, the school will pay its portion of the total electricity bill i.e. the number of electrical units used x 17.21 cents and then pass the outstanding amount on to the teacher for payment.

- (b) In those locations where electricity is not charged, or is charged at a rate below that prescribed in Table Two, reimbursement for air conditioning will not apply.

### 3. LOCATION ALLOWANCES

(a) Location Allowances are provided to offset the additional living expenses incurred in remote and isolated areas.

(b) The North West region is categorised into three (3) zones—

**Town Centre:** Broome, Carnarvon, Derby, Karratha, Kununurra, Port Hedland, Red Hill/Halls Creek and Wyndham.

**Isolated Centre:** Beagle Bay, Lombadina and Turkey Creek/Warmun.

**Remote Area:** Balgo Hills, Billiluna, Gibb River, Lake Gregory/Mulan and Ringer Soak/Yaruman.

Other centres which receive a Location Allowance are categorised as follows—

**Town Centre:** Boulder, Esperance, Kalgoorlie, Mullewa and Southern Cross.

**Isolated Centre:** Tardun.

(c) Full rates are received by teaching staff with dependants.

Half rates are received by teaching staff with no dependants.

(d) The allowances payable are those prescribed in Clause 16.—Location Allowance of this Agreement payable from 1 January 2000 as illustrated in the following table—

Table Three

Location	Full Rate Allowance \$ per week	Half Rate Allowance \$ per week
Balgo Hills	160.24	80.12
Boulder	14.42	7.21
Beagle Bay	145.36	72.68
Billiluna	160.24	80.12
Broome	104.97	52.48
Carnarvon	45.15	22.58
Derby	109.62	54.81
Esperance	27.11	13.56
Gibb River	160.24	80.12
Kalgoorlie	14.42	7.21
Karratha	108.38	54.19
Kununurra	137.68	68.89
Lake Gregory / Mulan	160.24	80.12
Lombadina	145.36	72.68
Mullewa	26.48	13.24
Port Hedland	101.07	50.54
Red Hill / Halls Creek	129.18	64.59
Ringer Soak / Yaruman	160.24	80.12
Southern Cross	26.48	13.24
Tardun	47.93	23.97
Turkey Creek / Warmun	145.36	72.68
Wyndham	136.66	68.33

(e) The above allowances as prescribed in Clause 16.—Location Allowance of this Agreement are subject to annual review in line with the Education Department of Western Australia rates.

### 4. TRANSPORTATION OF PERSONAL GOODS AND EFFECTS: RELOCATION REIMBURSEMENT

(a) Housing in isolated and remote zones is fully furnished, while housing in town zones is partially furnished. Therefore, the potential for the transportation of personal effects will be greater in town zones. It is for this reason that transport reimbursements are applied differentially to the three zones within Western Australia.

Table Four

Zone	Half Rate Allowance	Full Rate Allowance
<b>TOWN</b>		
CEO Housing	10 Cubic Mtrs	20 Cubic Mtrs
Private Housing	15 Cubic Mtrs	30 Cubic Mtrs
<b>ISOLATED</b>	8 Cubic Mtrs	16 Cubic Mtrs
<b>REMOTE</b>	8 Cubic Mtrs	16 Cubic Mtrs

(b) This reimbursement applies to—

- teachers being appointed to any region which receives a Location Allowance as prescribed in Clause 16.—Location Allowance of this Agreement.
- teachers moving to another location as prescribed in Clause 16.—Location Allowance of this Agreement or out of the those regions as prescribed in Clause 16.—Location Allowance of this Agreement (after a two year period at the same school).

(c) Administration of the reimbursement of transportation costs will be undertaken by each school. The new appointee will arrange transportation of personal effects up to the prescribed amount as stated in Table Four and the account will be forwarded by the removalist to the school for payment. The cost for transported personal effects over and above the set allocation will be the responsibility of the employee.

(d) Full rates are received by teaching staff with dependants.

Half rates are received by teaching staff with no dependants.

### 5. TRAVEL PROVISIONS

(a) **Travel on Appointment**—travel costs of the teacher and family (spouse and children, if applicable) to any location as prescribed in Clause 16.—Location Allowance of this Agreement will be met by the school. Travel costs will be a standard economy airfare for the teacher (spouse and children, if applicable) or the cost of travel by road from the previous appointment, whichever is the lesser. Travel by road would include an allowance for kilometres travelled at the prescribed rates listed in Table Five.

(b) **Travel on Resignation**—travel cost of the teacher and family (spouse and children, if applicable) will be met on resignation, **provided that the teacher has completed two years at the school.** Travel costs will be the cost of a standard economy airfare for the teacher (spouse and children, if applicable) or the cost of travel by road to Perth or the new appointment, whichever is the lesser. Travel by road would include an allowance for kilometres travelled at the prescribed rates listed in Table Five.

(c) **Christmas Vacation Travel Concession**

Provided a teacher has completed a minimum of 12 months continuous service in a location as prescribed in Clause 16.—Location Allowance and is returning to the same school the following year, a teacher and family (spouse and children, if applicable) are provided with a travel concession to Perth to be taken only during the Christmas vacation period by either air or road as follows—

- Air—The concession will provide standard economy airfare only.
- Road—to add some flexibility to this provision teachers may choose to travel by road instead of by air. An allowance for the kilometres travelled would be applied. Reimbursement shall apply to the kilometres traveled or the cost of the airfare(s) which ever is the lesser.

(d) The following reimbursement rates are for travel by Road—

Table Five

	Over 2600cc	Over 1600cc —2600cc	1600cc & Under
Rate per kilometre	53.8 cents	51.9 cents	45.7 cents

(e) Approval for road travel is at the discretion of the principal and payment for travel is to be made based on the following conditions—

- the journey is by the shortest practicable route.
- reimbursement does not exceed the cost of the airfare(s) of the teacher and their family.
- the reimbursement does not exceed the cost of the teacher's fare when the teacher's family travels by air.
- associated expenses, such as accommodation and meals, are at the expense of the teacher.

(f) Should a teacher wish to travel outside Western Australia, the equivalent standard economy airfare (including spouse and children, if applicable) will be payable to the teacher after producing to the principal alternative travel documentation. If travel is to be undertaken by vehicle the equivalent road travel allowance to Perth will be paid.

**6. TRANSPORTATION OF A MOTOR VEHICLE**

One (1) motor vehicle will be transported at the school's expense from Perth to the school location on appointment or within the first six months after appointment. The transportation of one (1) motor vehicle back to Perth will also be provided for by the school upon resignation, provided that two consecutive years of service have been completed.

*N.B. A motor vehicle will include cars, utilities and motor cycles but not include trailers, caravans, boats, commercial vehicles.*

**7. FINANCIAL INCENTIVES**

The Financial Incentives are paid to teaching staff in locations as prescribed in Clause 16.—Location Allowance of this Agreement categorised into groups as prescribed below according to table six—

**Group 1**—Boulder, Broome, Carnarvon, Derby, Esperance, Kalgoorlie, Karratha, Kununurra, Port Hedland and Southern Cross.

**Group 2**—Mullewa, Red Hill/Halls Creek, Tardun and Wyndham.

**Group 3**—Beagle Bay, Lombadina and Warmun/Turkey Creek.

**Group 4**—Balgo Hills, Billiluna, Gibb River, Mulan/Lake Gregory and Yaruman/Ringer Soak.

Table Six

No. of continuous years completed	Group 1			
	3	1103		
4	1929			
5 or more	2315			
No. of continuous years completed	Group 2	Group 3	Group 4	
	1	1103	1654	2315
	2	1929	2867	3859
	3 or more	2315	3418	4631

**WESTERN AUSTRALIAN CATHOLIC SCHOOLS (ENTERPRISE BARGAINING) AGREEMENT NO. 2 OF 2000. No. AG 166 of 2000.**

**2000 WAIRC 00505**

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

**PARTIES** THE INDEPENDENT SCHOOLS SALARIED OFFICERS' ASSOCIATION OF WESTERN AUSTRALIA, INDUSTRIAL UNION OF WORKERS & OTHER V (NOT APPLICABLE)

**CORAM** COMMISSIONER S J KENNER  
**DELIVERED** MONDAY, 28 AUGUST 2000  
**FILE NO/S** AG 166/2000

**Representation**

**Applicant** Mr N Briggs  
**Respondent**

*Order.*

HAVING heard Mr N Briggs on behalf of the applicant and there being no appearance on behalf of the respondent and by consent the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

- (1) THAT the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 2 of 2000 as filed in the Commission on 10 July 2000 in the terms of the following schedule be and is hereby registered as an industrial agreement.
- (2) THAT the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 2 of 1998 No AG 152 of 1998 be and is hereby cancelled.

(Sgd.) S. J. KENNER,  
 Commissioner.

[L.S.]

Schedule.

1.—TITLE

This Agreement shall be known as the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 2 of 2000 and shall replace the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 2 of 1998.

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Parties to the Agreement
4. Scope of Agreement
5. Relationship to Parent Award
6. Term of Agreement
7. Expiration of Agreement
8. No Extra Claims
9. No Duress
10. Objects of the Agreement
11. Conditions of Employment
12. Contract of Service
13. Salaries
14. Deferred Salary Scheme
15. Promotional Positions
16. Location Allowances
17. Sick Leave
18. Family Leave
19. Long Service Leave
20. Parental Leave
21. Redundancy Provisions
22. Playground Duty
23. Flexibility in the School Day/Year
24. Manner of Life
25. Professional Development
26. Professional Responsibilities
27. Summative Appraisal

28. Part Time Teachers
29. Special Leave
30. Dispute Avoidance and Grievance Procedure
31. Signatures

### 3.—PARTIES TO THE AGREEMENT

This Agreement is made between The Sisters of Mercy West Perth Congregation and the Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers (the ISSOA), a registered organisation of employees.

### 4.—SCOPE OF AGREEMENT

(1) This Agreement shall apply to all teachers who are covered by the provisions of the Independent Schools' Teachers' Award (1976), as amended.

(2) The number of teachers covered by this agreement is 100.

### 5.—RELATIONSHIP TO PARENT AWARD

Except as provided by this Agreement, the conditions of employment of teachers employed in Catholic Schools in Western Australia will be in accordance with the Independent Schools' Teachers' Award (1976), as amended.

### 6.—TERM OF AGREEMENT

(1) This Agreement shall come into effect on and from 1 July 2000 and shall expire on 30 June 2003.

(2) During the term of this Agreement, the provisions of this Agreement may be varied by mutual agreement between the parties.

### 7.—EXPIRATION OF AGREEMENT

(1) On the expiration of this Agreement and in the absence of the registration of a subsequent Enterprise Agreement, the provisions of this Agreement shall prevail for the purposes of the conditions of employment that will apply to teachers covered by this Agreement.

(2) Negotiations for a new Enterprise Agreement will commence 6 months prior to the expiry of this Enterprise Agreement.

### 8.—NO EXTRA CLAIMS

It is a condition of this Agreement, that the parties will not make any further claims with respect to salaries and conditions during the period of this Agreement unless they are consistent with the State Wage Fixing Principles.

### 9.—NO DURESS

This Agreement was not entered into by either of the parties under duress from the other party or any other person or persons.

### 10.—OBJECTS OF THE AGREEMENT

In reaching this agreement the parties have recognised—

- Catholicity—
- The need to maintain a just working environment in which education can be provided in harmony with the aims, objectives and philosophy of Catholic education.

Professionalism—

- A mutual responsibility to protect, develop and enhance Catholic education within the State of Western Australia.
- The need to safeguard and enhance the quality of teaching and learning in Catholic schools in Western Australia and the public perception of it.

Flexibility—

- The variety of educational and managerial arrangements that exist requiring flexibility in the application of regulations that govern employment practices.
- The need to consolidate, and develop further, initiatives arising out of the award restructuring process.
- Productivity and efficiency have a growing influence in educational policies and practices.

Schools are expected to do more with the same level of resources, necessitating productivity and efficiency improvements which may be qualitative rather than quantitative.

### 11.—CONDITIONS OF EMPLOYMENT

The parties acknowledge that the following *Conditions of Employment of Teachers in Catholic Schools in WA (2000)* is an official statement of the Catholic Education Commission of Western Australia and as such applies to all teachers employed in a Catholic school in Western Australia.

Conditions of Employment of Teachers in Catholic Schools in WA (2000)

#### 1. The Employing Authority

1.1 In Diocesan accountable schools, the teacher is employed by the Bishop of the Diocese who delegates this power to the school board.

1.2 In Order accountable schools the teacher is employed by the Congregational Leader who may delegate this authority to a school board or principal.

#### 2. The Fundamental Responsibilities of the Teacher

A teacher is required, under the direction of the Principal, to contribute actively towards;

2.1 the maintenance of the Catholicity of the school through a manner of life and stated beliefs which are in keeping with the teachings of the Catholic Church;

2.2 the promotion of the religious instruction and formation of pupils in accordance with the directives and requirements of the Catholic Education Commission and the Bishop of the Diocese;

2.3 the undertaking of appropriate accreditation programs, as required.

#### 3. Duties

The teacher is required to—

3.1 perform such duties, teaching and non—teaching, as are customarily rostered and shared by all staff;

3.2 help ensure the provision of a Catholic perspective in the activities of the school;

3.3 model the leadership that is appropriate for all members of the school community;

3.4 keep abreast of current developments in educational theory and practice;

3.5 demonstrate a pastoral concern for each member of the school community.

#### 4. Other Matters

4.1 A full time teacher shall be permitted to engage in other employment provided that—

(i) such employment does not affect the teacher's employment and professional responsibilities to the school, and

(ii) the principal is notified

4.2 Any fraudulent misrepresentation in the teacher's curriculum vitae, or other documentation presented to the employer, which impacts on the employment contract of the teacher may result in the termination of the employment contract.

4.3 The teacher has the responsibility to advise the employer of any previous or current criminal convictions or proceedings that may conflict with the stated philosophy of a Catholic school and the objects of this agreement. The teacher acknowledges that the employer has the right to enquire about such convictions or proceedings, provided that the employer notifies the teacher of any inquiry prior to it being conducted.

### 12.—CONTRACT OF SERVICE

(1) When a teacher accepts an appointment within the Catholic system in Western Australia for the first time, the appointment is probationary and as such the teacher is subject to professional appraisal in the second year of employment so as to confirm ongoing employment.

(2) (a) Except in the case of a relief or temporary teacher, the termination of the service of a teacher shall require a minimum of six weeks' notice by either party to take effect from the close of school business at the end of the school term.

(b) Provided that the requirements of this subclause may be waived in part or in whole by mutual agreement between the teacher and the employer. Any request to waiver such notice shall not be unreasonably withheld by the employer, where it

is deemed that the teacher has not been able to give the required notice through no fault of their own.

(c) Subject to the provisions of this subclause, failure to give the required notice shall make either party liable for the payment to the other party of an amount equivalent to the period of notice not given.

(d) When a teacher resigns, the employer reserves the right to withhold or recover an amount equivalent to any period of overpayment of salary. However, approval must be obtained from the Director of Catholic education before such action is proceeded with.

### 13.—SALARIES

(1) The minimum annual rate of salary payable to teachers engaged in the classifications prescribed in Clause 11.—Salaries of the Award shall be—

Step	Salary (\$)
Step 1	24,156
Step 2	25,570
Step 3	30,924
Step 4	32,672
Step 5	33,964
Step 6	36,002
Step 7	37,395
Step 8	39,081
Step 9	41,827
Step 10	43,113
Step 11	44,898
Step 12	46,428
Step 13	48,264

(2) Notwithstanding subclause (1) of this clause, if, during the life of this Agreement, the Education Department of Western Australia salaries receive a further general increase, then the rates in (1) shall increase by that general increase from the same operative date as the EDWA increase.

(3) Subject to the provisions for implementing the classification set out in the Appendix to the Award, an appointee to a Senior Teacher classification shall be entitled to the following annual allowance—

- (a) Level One—3.2 % of the maximum total salary per annum as prescribed in subclause (1) of this clause.
- (b) Level Two—6.9% of the maximum total salary per annum as prescribed in subclause (1) of this clause.

(4) Notwithstanding the provisions of subclause (5) of Clause 11.—Salaries of the Award, relief teachers employed for five (5) days or less may be engaged by the day or half day. A half day is determined as the hours usually worked in a school prior to or immediately following the lunch break.

#### (5) Accreditation B Certificate

(a) The holding of the study component of a current Accreditation B Certificate would allow a 3 year trained teacher with the 2 years of full time equivalent experience at Step 9 to move to Step 10 from 1 July 2000 and to step 11 from 1 January 2002.

(b) Thereafter, progression from Step 9 to Step 10 and then to Step 11, shall be by biennial steps for 3 year trained teachers.

#### (6) Upgrading from a 3 year to a 4 year qualification

When a teacher upgrades their teaching qualification from 3 years to 4 years, then in calculating the new position on the incremental scale in sub-clause(1), all previous relevant full time equivalent experience shall count.

#### (7) Salary Packaging

Salary packaging in compliance with the Catholic Education Commission of Western Australia's statement shall be available to teachers from 1 July 2000.

### 14.—DEFERRED SALARY SCHEME

Teachers may apply to have their salary payments deferred in accordance with the provisions of this clause.

#### (1) Eligibility

(a) Teachers who have been employed within the Catholic system for a minimum of two (2) years, including full time and part time teachers, are eligible to apply.

(b) Approval of applications will be determined by the employer based on the needs and requirements of the school.

#### (2) Period of Leave

(a) The period of leave will be for twelve (12) months, from 1 January to 31 December.

(b) Participants will not be able to return to a position at the same school during the 12 month leave period.

(c) Should alternative employment be sought during the year of leave, the teacher is to advise the employer.

(d) Should employment as a teacher be pursued within a Catholic school, only relief work may be undertaken by the teacher.

(e) The year of leave, the fifth year, will be taken in accordance with the conditions as prescribed within Clause 8—Leave, (3) Leave Without Pay of the Independent Schools' Teachers' Award.

#### (3) Payment of Salary

(a) During the four year accrual period participants in the scheme receive 80% of their normal fortnightly salary and will thus be taxed at this reduced rate of pay. Normal salary is defined as a teacher's normal fortnightly salary plus any associated teaching allowances.

In the fifth year, when leave is taken, the participants will receive the money contributed over the four year period. This amount can be paid fortnightly; in one lump sum payment; or two payments, one in each of the financial years.

(b) The participant will be taxed only on the amount actually received, in this case approximately 80% of the normal salary (including allowances). This is a significant taxation incentive for participants. It is recommended that, prior to entering into this scheme, prospective participants discuss taxation implications and other related issues with their accountant or financial adviser.

(c) It should be noted that interest is not paid on amounts accumulated during the accrual period. A taxation ruling prohibits such payment on the basis that people taking advantage of a taxation incentive cannot derive interest on those funds. Interest accrued will be utilised to offset the administrative costs of the fund.

#### (4) Suspension of Contributions

(a) Participation in the scheme will be suspended during any period of unpaid leave. Any period of unpaid leave will reduce payments into the fund and therefore proportionately reduce the accrued payment in the year of leave.

(b) A participant may elect to suspend contributions for a period of less than twelve months once during the accrual period. This will also reduce the accrued payment in the year of leave.

(c) The employer retains the discretionary authority to approve suspension for a period of twelve (12) months at the request of the participant. Such a suspension will extend the taking of the year of leave by one (1) year.

#### (5) Withdrawal

(a) The participant may withdraw from the scheme at any time by notifying the employer in writing. It should be noted that only the exact money paid into the scheme will be paid in a lump sum on withdrawal and no interest will be paid on this amount.

(b) The participant who withdraws from the scheme will be taxed on the lump sum payment and any other salary received during that financial year. Significant taxation implications may, therefore, apply.

#### (6) Long Service Leave, Sick Leave and Increment Entitlements

(a) A participant in the scheme will accrue the above entitlements at 100% of the normal accrual rate over the first four years only. The fifth year, the year of leave, is a non-accrual period.

(b) If a participant becomes eligible for long service leave during the fourth year of the deferred salary scheme, the long service leave entitlement will further be deferred and taken in the fifth year of the scheme or taken in the final term/semester of the fourth year of the scheme, or the first term/ semester of the sixth year.

#### (7) Workers' Compensation

(a) Participants in the scheme are covered by workers' compensation during the first four years of the scheme at 100% of

their normal salary. A participant in receipt of workers' compensation during the first four years may elect to continue in the deferred salary scheme or suspend their contributions until their return to full duties.

(b) Any period of suspension due to workers' compensation shall be undertaken in accordance with subclause (4) of this clause.

(c) During the fifth year, the year of leave, the participant is not covered by workers' compensation.

(8) Superannuation

Contributions are based on 100% of the participant's normal salary over the first four years only.

(9) Fund Management

The scheme will be managed by the Catholic Education Office. During the four year accrual period, schools will remit 20% of salary foregone to the Office on a two or four weekly basis. Participants will receive a statement from the Office at the end of each year showing the amount accumulated in the scheme. At the beginning of the fifth year, when leave is taken, the accumulated amount will be forwarded to the participant's school for payment through the school's payroll. All contributions to the scheme are guaranteed by the Catholic Education Office of WA.

(10) Portability

(a) Teachers are able to maintain their participation in the scheme should they transfer their employment between Catholic schools or to the Catholic Education Office.

(b) The teacher is obliged to notify the principal prior to appointment of their participation in the Deferred Salary Scheme and the date that leave is due to be taken.

(c) Participation in the Deferred Salary Scheme shall not impede an application for employment in a Catholic school.

(11) Implementation Date

(a) Applications are to be forwarded to the Principal by the close of business 31 August of the year prior to the year of commencement.

(b) Schools will endeavour to notify the teacher of the result of their applications by 31 October of the same year.

#### 15.—PROMOTIONAL POSITIONS

(1) The minimum promotional allowance payable to teachers engaged in the classifications prescribed in Clause 11.—Salaries, subclause (7) of the Award shall be—

(a) Promotion Level 1 Category A: 14.8% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.

(b) Promotion Level 1 Category B: 12.5% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.

(c) Promotion Level 1 Category C: 10.0% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.

(d) Promotion Levels 2, 3 and 4 shall be paid 70%, 50% and 30% respectively of Promotion Level 1 of the appropriate school category.

(2) In lieu of subclause (1) of this clause, a school may—

(a) after consultation with the staff and

(b) with the agreement of the parties to this Agreement opt to introduce a school based system of promotional positions to replace the arrangements in subclause (1).

(3) The structure and minimum promotional allowance payable to teachers engaged in the classifications prescribed in Clause 11.—Salaries, subclause (8), of the Award shall be as follows—

(a) In schools with 100—300 students—

(i) one Assistant Principal at 15.5% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement; or

(ii) two Assistant Principals each at 7.75% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.

(b) In schools greater than 300 students—

(i) two Assistant Principals each at 15.5% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement; or

(ii) three Assistant Principals each at 10.3% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.

#### 16.—LOCATION ALLOWANCES

Teachers shall be paid the allowance provided for below in lieu of the allowance prescribed in subclause (1) of Clause 17.—Location Allowances of the Award.

Town	Full Rate Allowance \$/week	Half Rate Allowance \$/week
Balgo Hills	160.24	80.12
Boulder	14.42	7.21
Beagle Bay	145.36	72.68
Billiluna	160.24	80.12
Broome	104.97	52.48
Carnarvon	45.15	22.58
Derby	109.62	54.81
Esperance	27.11	13.56
Gibb River	160.24	80.12
Kalgoorlie	14.42	7.21
Karratha	108.38	54.19
Kununurra	137.68	68.89
Lake Gregory/Mulan	160.24	80.12
Lombadina	145.36	72.68
Mullewa	5.52	2.76
Port Hedland	101.07	50.54
Red Hill/Halls Creek	129.18	64.59
Ringer Soak	160.24	80.12
Southern Cross	26.48	13.24
Tardun	47.93	23.97
Turkey Creek	145.36	72.68
Wyndham	136.66	68.33

#### 17.—SICK LEAVE

A medical certificate from a legally qualified medical practitioner shall be regarded as proof of sickness.

#### 18.—FAMILY LEAVE

(1) Use of sick leave

(a) A teacher with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill. Such leave shall not exceed five (5) days in any calendar year and is not cumulative.

(b) The teacher shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

(c) The entitlement to use sick leave is subject to—

(i) the teacher being responsible for the care of the person concerned; and

(ii) the person concerned being either a member of the teacher's immediate family or a member of the teacher's household.

(d) The teacher shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the teacher, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the teacher to give prior notice of absence, the teacher shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(2) Use of unpaid leave

A teacher may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill.

(3) Nothing contained in this clause shall prevent a teacher from making application for leave as prescribed in Clause 8.—Leave, subclause (1) Special Leave of the Award.

## 19.—LONG SERVICE LEAVE

(1) As from 1 January 1995, a teacher's entitlement to paid long service leave for each year of service within the Catholic Education system, will accrue at the following rates—

- (a) up to ten years of continuous service, 1.3 weeks for each year of service;
- (b) for each subsequent year, 1.86 weeks for each year of service.

(2) Subject to subclause (5) of this clause, a teacher who has accrued a minimum entitlement of ten weeks' long service leave shall be entitled to take such leave.

(3) For any service prior to the 1st January 1995, the provisions of long service leave shall be that which is prescribed under the terms of the Award.

(4) The process required for the taking of leave shall be as follows—

- (a) the employer shall advise the teacher of his/her impending entitlement to take long service leave prior to the completion of term three in the year preceding the entitlement becoming due;
- (b) the teacher shall advise the employer no later than the commencement of term four of the preceding year of their intention or otherwise to take leave;
- (c) where an agreement has been reached for the taking of long service leave and circumstances arise that necessitates an adjustment of such leave, then any request for the adjustment shall not be unreasonably withheld.

(5) Where the continuous service of a teacher during the period of accrual contains any period which is less than full time then that teacher's entitlement shall be calculated as follows—

- (a) the number of weeks accrued shall be in accordance with subclause (1) above; and
- (b) payment for the period accrued shall be the average that the teacher's hours bears to that of a full time teacher over the accrual period.

(6) The teacher continues to accrue long service leave entitlement for any period during which the teacher is absent on full pay from his/her duties; long service leave does not accrue for any period exceeding two weeks during which the teacher is absent on unpaid leave.

(7) (a) For the purposes of calculating long service leave entitlement the employer shall allow a break of service up to two terms without penalty to the teacher. Such a break in service shall be deemed to be 'leave without pay' for the purposes of calculating that teacher's entitlement.

(b) The provisions of this subclause shall not prevail if a teacher has been paid a pro-rata payment for accrued long service leave at the time of the break of service.

(8) Vacation leave observed by the school shall count for the purposes of calculating a teacher's entitlement to long service leave.

(9) Any public holiday which occurs during the period a teacher is on long service leave shall be treated as part of the long service leave and extra days in lieu thereof shall not be granted.

(10) Where a teacher has become entitled to a period of long service leave in accordance with the clause, the teacher shall commence such leave as soon as possible after the accrual date by one of the following options, at a time mutually agreed between the employer and the teacher—

- (a) as a term with the excess entitlement being retained as unused accrued long service leave; or
- (b) as a semester, with approved leave without pay for that portion which exceeds the fully accrued long service leave entitlement; or
- (c) with the agreement of the employer, as a term with the excess entitlement being paid for in addition to the ordinary payment for such leave.
- (d) with the agreement of the employer and in special circumstances, a lesser period may be taken than that prescribed in this subclause

(Notation: For the purposes of this subclause a semester is defined as school terms 1 and 2 or 3 and 4.)

(11) Payment for long service leave shall be made in full before the teacher goes on leave, or by agreement between the teacher and the employer at the same time as the teacher's salary would have been paid if the teacher had remained at work.

(12) Where a teacher has completed at least 7 continuous years of service and employment is terminated—

- (a) by the teacher's death; or
- (b) in any circumstances, other than serious misconduct;

the amount of leave shall be such as has accrued under the provisions of subclause (1) of this clause.

(13) In the case to which subclause (12) of this clause applies, and in any case in which the employment of the teacher who has become entitled to leave hereunder is terminated before such leave is taken or fully taken, the employer shall—

- (a) upon termination of employment otherwise than by death, pay to the teacher; or
- (b) upon termination of employment by death, pay to the personal representative of the teacher upon request by the personal representative,

a sum equivalent to the amount which would have been payable in respect of the period of leave to which he/she is entitled or deemed to have been entitled and which would have been taken but for such termination.

Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.

(14) Accrued long service leave entitlements are portable between all Catholic schools in Western Australia and those schools subject to the Catholic Schools Long Service Leave Interstate Portability Agreement.

## 20.—PARENTAL LEAVE

Subject to the terms of this clause, a teacher is entitled to maternity, paternity and adoption leave and to work part time in connection with the birth or adoption of a child.

**Part 1—Parental Leave****(1) Eligibility for Maternity and Paternity Leave**

(a) If a teacher or the teacher's spouse becomes pregnant, the teacher shall, subject to the conditions hereunder, be entitled to parental leave in accordance with the provisions of this clause.

**Conditions of eligibility—**

- (i) The teacher is a full-time teacher or is a part-time teacher whose teaching allotment is not less than three hours per week, but not a relief teacher.
- (ii) The teacher has had not less than 12 months continuous service in Catholic education in Western Australia immediately preceding the date upon which the teacher proceeds on such leave.
- (iii) The teacher shall produce to the employer a certificate from a legally qualified medical practitioner stating the presumed date of confinement.
- (iv) The teacher shall produce a statutory declaration stating particulars of any period of parental leave sought or taken by the teacher's spouse and that for the period of parental leave the teacher will not engage in any action inconsistent with the teacher's contract of employment.

(b) Such leave shall be without pay.

(c) The teacher's entitlement shall be reduced by any period of parental leave taken by the teacher's spouse in relation to the same child and, apart from parental leave of up to one week at the time of confinement, shall not be taken concurrently.

**(2) Single Period of Parental Leave and Commencement**

(a) Subject to subclauses (3) and (6) hereof—

- (i) the period of maternity leave shall be for an unbroken period of from six (6) to one hundred and four (104) weeks and shall include a period of six (6) weeks compulsory leave to be taken immediately following confinement;
- (ii) the period of paternity leave shall be for an unbroken period of from one (1) to one hundred and four (104) weeks and shall include a period of one (1)

week compulsory leave to be taken immediately following confinement.

- (iii) however, the period of leave for a replacement teacher shall not extend beyond the period for which they have been engaged as a replacement teacher.

(b) A teacher shall not less than ten (10) weeks prior to the presumed date of confinement produce to the employer the certificate referred to in subclause (1)(a)(iii) and give notice in writing to the employer setting out the presumed date of confinement and the date upon which the teacher proposes to commence parental leave stating the period of leave to be taken.

(c) An employer by not less than fourteen (14) days' notice in writing to the teacher, may require the teacher to commence maternity leave at anytime within the six (6) weeks immediately prior to her presumed date of confinement, except where the teacher can produce a medical certificate from the legally qualified medical practitioner in subclause (1)(a)(iii) stating that they are fit to continue normal duties during the six (6) weeks prior to the presumed date of confinement.

(d) A teacher shall not be in breach of this provision as a consequence of failure to give the stipulated period of notice in accordance with paragraph (c) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.

(3) Further period of Parental Leave resulting from a subsequent pregnancy

(a) For the purposes of this clause a further period of parental leave shall mean a period of parental leave resulting from a subsequent pregnancy taken without a return to work from an initial period of parental leave and shall be deemed to be a new and separate period of parental leave.

(b) When a teacher who is already on parental leave under this clause applies for a further period of leave because of a subsequent pregnancy, the period of parental leave shall be for an agreed period and shall commence from the date of confinement and shall cease at either the start of the next school year or the start of the year following as determined by the teacher.

(c) Application for a subsequent period of parental leave shall comply with the provisions contained in subclauses (1) and (2) above, save that this will not require a teacher currently on paternity leave to return to work during the period of compulsory maternity leave of the mother following the birth of another child.

(4) Transfer to a Safe Job prior to Maternity Leave

(a) When in the opinion of a legally qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the teacher make it inadvisable for the teacher to continue at her present work the teacher shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

(b) If the transfer to a safe job is not practicable, the teacher may, or the employer may require the teacher to take leave for such period as is certified necessary by a legally qualified medical practitioner and such leave shall be treated as maternity leave for the purposes of subclauses (9), (10), (11) and (13) hereof.

(5) Variation of Maternity Leave

(a) Provided the addition does not extend each period of parental leave beyond one hundred and four (104) weeks, the period may be lengthened only once (save with the agreement of the employer) by the teacher giving not less than seven (7) weeks notice in writing stating the period by which the leave is to be lengthened.

(b) The period of leave may, with the consent of the employer, be shortened by the teacher giving not less than seven (7) working weeks notice in writing stating the period by which the leave is to be shortened.

(c) The provisions of paragraphs (a) and (b) hereof do not apply to those teachers taking further periods of leave, unless the employer consents.

(6) Cancellation of Parental Leave

(a) Parental leave applied for but not commenced shall be cancelled where the pregnancy of a teacher or the teacher's spouse terminates other than by the birth of a living child.

(b) Where the pregnancy of a teacher then on maternity leave terminates other than by the birth of a living child, it shall be the right of the teacher to resume work at a time nominated by the employer (which shall be no later than the beginning of the next succeeding term from the date of the notice in writing by the teacher to the employer that she wishes to resume work).

(c) In this case the teacher may undertake temporary employment with another employer without affecting his/her contract of service with the school from which he/she took leave.

(7) Special Maternity Leave and Sick Leave

(a) Where the pregnancy of a teacher not then on maternity leave terminates after twenty-eight (28) weeks other than by the birth of a living child, then—

- (i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a legally qualified medical practitioner certifies as necessary before her return to work; or
- (ii) for illness other than the normal consequences of confinement she shall be entitled either in lieu of or in addition to special maternity leave to such paid sick leave to which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work.

(b) Where a teacher not then on maternity leave suffers illness related to her pregnancy, she may take such sick leave to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a legally qualified medical practitioner certifies as necessary before her return to work provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed one hundred and four (104) weeks for the first period of maternity leave.

(c) For the purposes of subclauses (8), (9) and (10) hereof maternity leave shall include special maternity leave.

(d) A teacher returning to work after a period of leave taken pursuant to this subclause shall, subject to paragraph (e), be entitled to a position commensurate with her qualifications, experience and previous classification.

(e) A part-time teacher shall be entitled to return to a position which includes the same number of hours per week but not necessarily the same times or class levels.

(8) Parental Leave and Other Entitlements

Provided the aggregate of leave, including leave taken pursuant to subclauses (4) and (7) hereof, does not exceed one hundred and four (104) weeks for each period of parental leave or does not negate the obligation to return to work at the beginning of the school year for further periods of parental leave as defined in subclause (3)(a);

(a) a teacher may in lieu of or in conjunction with parental leave take any annual leave or long service leave or any part thereof to which the teacher is then entitled;

(b) paid leave other than long service leave is not available to a teacher during the teacher's absence on parental leave.

(9) Effect of Parental Leave on Employment

Notwithstanding any provision to the contrary, absence on parental leave shall not break the continuity of service of a teacher but shall not be taken into account in calculating the period of service for any purpose of this Agreement.

(10) Termination of Employment

(a) A teacher on parental leave may terminate employment at any time during the period of leave by due notice given.

(b) An employer shall not terminate the employment of a teacher on the grounds of pregnancy or absence on parental leave but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(11) Return to work after a single period of Parental Leave

(a) Except as provided in paragraph (b) hereof, a teacher will return to work only from the beginning of a school term, preferably from the beginning of a school year and will indicate an intention of returning to work by giving in writing not less than seven (7) working weeks' notice wholly within a school term, that notice to be immediately prior to the proposed school term of commencement.

(b) An employer may by agreement with the teacher arrange for a teacher to return to work at some date other than the commencement of a school term.

(c) Provided the notice required pursuant to paragraph (a) above has been given, a teacher shall be entitled to a position commensurate with the teacher's qualifications, experience and previous classification.

(d) A part-time teacher shall be entitled to return to a position which includes the same number of hours per week, but not necessarily the same times or class levels.

(e) If no confirmation of an intention to return is received, the employer shall take reasonable steps of inquiry prior to making other arrangements.

(12) Return to work from a further period of parental leave resulting from a subsequent pregnancy

(a) A teacher will return to work only from the beginning of a school year and will indicate an intention of returning to work by giving in writing not less than seven (7) working weeks notice wholly within a school term in the school year prior to the intended return.

(b) Return to work from a further period of parental leave resulting from a subsequent pregnancy will comply with subclause (11) paragraphs (b), (c), (d) and (e).

#### (13) Replacement Teachers

(a) A teacher specifically engaged as a result of a teacher proceeding on parental leave will normally be a replacement teacher provided however that such replacement teacher does not have to fill the position vacated by the teacher proceeding on parental leave.

(b) Before an employer engages a replacement teacher under this subclause, the employer shall inform that person of the temporary nature of the employment and the rights of the teacher who is being replaced.

(c) Before an employer temporarily promotes or transfers a teacher to replace a teacher exercising rights under this clause the employer shall inform that person of the temporary nature of the promotion or transfer and the rights of the teacher who is being replaced.

(d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement teacher.

### Part 2—Adoption Leave

#### (1) Definitions

In this subclause

“child”, in relation to a teacher, means a person under the age of 5 years who is placed with the teacher for the purposes of adoption and who has not previously lived continuously with the teacher for a period of 6 months or more or is not a child or step-child of the teacher or of the spouse of the teacher.

“primary care-giver” means a person who assumes the principal role of providing care and attention to a child.

“relative adoption” occurs where a child is adopted by a parent, a spouse of a parent or another relative, being a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

#### (2) Eligibility for adoption leave

(a) A teacher is, on production to the employer of the documentation required by subclause (3) below entitled to one or two periods of adoption leave, the total of which must not exceed 104 weeks in the following circumstances—

(i) An unbroken period of up to 3 weeks at a time of the placement of the child (referred to in this subclause as “short adoption leave”);

(ii) An unbroken period of up to 104 weeks from the time of the placement of the child in order to be the primary care-giver of the child (referred to in this clause as “extended adoption leave”). This entitlement is to be reduced by any period of short adoption leave taken and the aggregate of any periods of adoption leave taken or to be taken by the teacher's spouse in relation to the same child. Save that for a replacement or relieving teacher, that period of leave shall not extend beyond the period for which they have been engaged as a replacement or relieving teacher;

(b) Extended adoption leave is not to be taken concurrently with adoption leave taken by the teacher's spouse in relation to the same child.

(c) The teacher must have had at least one year of continuous service within Catholic education in Western Australia immediately preceding the date on which the teacher commences either period of leave.

#### (3) Certification

(a) Before taking adoption leave, the teacher must produce to the employer a statement from an adoption agency or another appropriate body of the expected date of placement of the child with the teacher for adoption purposes; or a statement from the appropriate government authority confirming that the teacher is to have custody of the child pending application for an adoption order.

(b) In relation to any period of extended adoption leave to be taken, the teacher must also produce a statutory declaration—

- (i) stating that the teacher is seeking that period of adoption leave to become the primary care-giver of the child; and
- (ii) stating particulars of any period of adoption leave sought or taken by the teacher's spouse; and
- (iii) stating the teacher's agreement that for the period of the teacher's adoption leave the teacher will not engage in any action inconsistent with the teacher's contract of employment.

#### (4) Notice requirements

(a) On receiving notice of approval for adoption purposes, a teacher must notify the employer of the approval and within two (2) months after receiving notice of the approval, must further notify the employer of the period or periods of adoption leave which the teacher proposes to take. In the case of a relative adoption, the teacher must so notify the employer on deciding to take a child into custody pending an application for an adoption order.

(b) A teacher who commences employment with an employer after the date of approval for adoption purposes must notify the employer of that date on commencing employment and of the period of adoption leave which the teacher proposes to take.

(c) A teacher must, as soon as the teacher is aware of the expected date of placement of a child for adoption purposes but no later than fourteen (14) days before the expected date of placement, give notice in writing to the employer of that date, and of the date of commencement of any period of short adoption leave to be taken.

(d) A teacher must, at least seven (7) weeks before the proposed date of commencing any period of extended adoption leave to be taken, give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.

(e) A teacher shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with paragraphs (c) or (d) hereof if the failure is caused by—

- (i) the requirement of an adoption agency for the teacher to accept earlier or later placement of a child; or
- (ii) the death of the teacher's spouse.

#### (5) Variation of period of adoption leave

(a) Provided the addition does not extend adoption leave beyond 104 weeks, the period of extended adoption leave may be lengthened once only by the teacher giving not less than twenty-one (21) days notice in writing stating the period by which the leave is to be lengthened.

(b) The period may be further lengthened by agreement between the employer and the teacher.

(c) The period of extended adoption leave may, with the consent of the employer, be shortened by the teacher giving not less than seven (7) working weeks notice in writing stating the period by which the leave is to be shortened.

#### (6) Cancellation of adoption leave

(a) Adoption leave, applied for but not commenced, is cancelled should the placement of the child not proceed.

(b) If the placement of a child for adoption purposes with a teacher then on adoption leave does not proceed or continue,

it shall be the right of the teacher to resume work at a time nominated by the employer (which shall be no later than the beginning of the next succeeding term from the date of the notice in writing by the teacher to the employer that the teacher wishes to resume work).

(d) In this case, the teacher may undertake temporary employment with another employer without affecting his/her contract of service with the school from which he/she took leave.

(7) Special Adoption leave

The employer must grant to any teacher who is seeking to adopt a child any leave not exceeding two (2) days (paid or otherwise), that is required by the teacher to attend any compulsory interviews or examinations that are necessary as part of the adoption procedure.

(8) Adoption leave and other entitlements

(a) So long as the aggregate of any leave, including leave taken under this subclause does not exceed 104 weeks, a teacher may, instead of or in conjunction with adoption leave, take any annual leave or long service leave or any part of it to which the teacher is entitled.

(b) Paid leave other than long service leave is not available to a teacher during the teacher's absence on adoption leave.

(9) Effect of adoption leave on employment

Notwithstanding any provision to the contrary, absence on adoption leave shall not break the continuity of service of a teacher but shall not be taken into account in calculating the period of service for any purpose of this Agreement provided that absence on adoption leave shall count for purposes of subclause (2)(c) above.

(10) Termination of employment

(a) A teacher on adoption leave may terminate employment at any time during the period of leave by due notice given.

(b) An employer shall not terminate the employment of a teacher on the ground of the teacher's absence on adoption leave but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(11) Return to work after adoption leave

(a) Except as provided in paragraph (b) hereof, a teacher will return to work only from the beginning of a school term, preferably from the beginning of a school year and will indicate an intention of returning to work by giving in writing not less than seven (7) weeks' notice, that notice to be immediately prior to the proposed school term of commencement.

(b) An employer may by agreement with the teacher arrange for a teacher to return to work at some date other than the commencement of a school term.

(c) Provided the notice required pursuant to subclause (a) above has been given, a teacher shall be entitled to a position commensurate with the teacher's qualifications, experience and previous classification.

(d) A part-time teacher shall be entitled to return to a position which includes the same number of hours per week, but not necessarily the same times or class levels.

(e) If no confirmation of an intention to return is received, the employer shall take reasonable steps of inquiry prior to making other arrangements.

(12) Replacement Teachers

(a) A teacher specifically engaged as a result of a teacher proceeding on adoption leave will normally be a replacement teacher provided however that such replacement teacher does not have to fill the position vacated by the teacher proceeding on adoption leave.

(b) Before an employer engages a replacement teacher under this subclause, the employer shall inform that person of the temporary nature of the employment and the rights of the teacher who is being replaced.

(c) Before an employer temporarily promotes or transfers a teacher to replace a teacher exercising rights under this clause the employer shall inform that person of the temporary nature of the promotion or transfer and the rights of the teacher who is being replaced.

(d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement teacher.

### Part 3—Part-time Work

#### (1) Definitions

In this subclause

“Female teacher” means an employed female who is pregnant or is caring for a child whom she has borne or a child who has been placed with her for adoption purposes.

“Male teacher” means an employed male who is caring for a child of his spouse or a child placed with the teacher for adoption purposes.

“Part-time employment” means work of a lesser number of hours than constitutes full-time work under this Agreement, but does not include temporary or casual work.

“Former position” means the position held by a teacher immediately before commencing part-time employment under this subclause or, if such position no longer exists but there are other positions available for which the teacher is qualified and capable of performing, a position as nearly as possible comparable in status and pay to that of the position held by the teacher immediately before commencing part-time work.

#### (2) Entitlement

With the agreement of the employer—

- (a) a female teacher may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy necessary or desirable;
- (b) a female teacher may work part-time in one or more periods at any time from the seventh week after the date of the birth of the child until its third birthday;
- (c) a male teacher may work part-time in one or more periods at any time from the date of the birth of the child until its third birthday;
- (e) in relation to adoption, a female or male teacher may work part-time in one or more periods at any time from the date of placement of the child until the third anniversary of that date.

#### (3) Return to former position

(a) A teacher who has had at least one year of continuous service within Catholic education in Western Australia immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to their former position.

(b) Nothing in paragraph (a) hereof shall prevent the employer from permitting the teacher to return to their former position after a second or subsequent period of part-time employment.

#### (4) Effect of part-time work on continuous service

Under this Agreement, commencement on part-time employment under this subclause and return from part-time employment to full-time employment under this subclause does not break the continuity of service of a teacher.

#### (5) Pro-rata entitlements

Subject to the provisions of this subclause and the matters agreed to in subclause (6) hereof, part-time employment shall be in accordance with the provisions of the Award and/or this Agreement and shall apply pro-rata.

#### (6) Part-time Work Agreement

(a) Before commencing a period of part-time employment under this subclause the employer and the teacher shall agree—

- (i) that the teacher may work part-time;
- (ii) upon the hours to be worked by the teacher, the days upon which they will be worked and the commencing times for the work;
- (iii) upon the period of part-time employment.

(b) The terms of this agreement may be varied by consent.

(c) The terms of this agreement and any variation to it shall be in writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the teacher by the employer.

(d) The work to be performed part-time need not be the work performed by the teacher in the teacher's former

position but shall be work commensurate with the teacher's qualifications, experience and previous classification.

(e) An employer may request, but not require, a teacher working part-time under this clause to work outside or in excess of the teacher's ordinary hours of duty provided for in accordance with paragraph (a) hereof.

#### (7) Termination of Employment

(a) The employment of a part-time teacher under this clause may be terminated in accordance with the provisions of the Award and/or this Agreement but may not be terminated by the employer because the teacher has exercised or proposes to exercise any rights under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.

(b) Any termination benefits payable to a teacher whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time teacher as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time teacher on a pro-rata basis.

#### (8) Replacement Teachers

(a) A teacher specifically engaged as a result of a teacher proceeding on part-time employment under this subclause will normally be a replacement teacher.

(b) Before an employer engages a replacement teacher under this subclause, the employer shall inform that person of the temporary nature of the employment and the rights of the teacher who is being replaced.

(c) Before an employer temporarily promotes or transfers a teacher to replace a teacher exercising rights under this clause the employer shall inform that person of the temporary nature of the promotion or transfer and the rights of the teacher who is being replaced.

(d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement teacher.

### 21.—REDUNDANCY PROVISIONS

(1) Should a position in a Catholic school become redundant then the provisions of—

- (a) the Workplace Relations Act (1996); and/or
  - (b) the Catholic Education Commission of Western Australia policy on redundancy; and/or
  - (c) this Agreement,
- whichever is the greater, shall apply.

(2) In calculating the years of service of a teacher, all continuous service within Catholic schools in Western Australia will be considered and not only the service completed at the current school.

(3) Where a school proposes to make one or more teaching positions redundant the employer shall make redundancy payments to the teachers made redundant—

<u>Period of Service</u>	<u>Weeks of severance pay.</u>
Less than 1 year	Nil
One year and less than two years	4 weeks
Two years and less than three years	6 weeks
Three years and less than four years	7 weeks
Four years and above	2 weeks per year of service to a maximum of 16 weeks.

(4) When the employer identifies a potential redundancy and before a teacher is named as the person whose position has been declared redundant, the employer shall offer all teachers at that school the opportunity to take leave without pay for a period of one school year or such a period to resolve the potential redundancy. Where a suitable application is received that resolves the potential redundancy, then the teacher shall be granted leave without pay for the period.

(5) Continuity of service for all purposes of the Award and/or this Agreement shall apply where a teacher has been made redundant and is re-employed by a Catholic school within six months.

(6) If during the life of this Agreement the Australian Industrial Relations Commission moves to a new redundancy standard in excess of the provisions of this clause, then the new standard will apply and as such the parties agree to amend this Agreement accordingly.

(7) Notwithstanding the other provisions of this clause, nothing shall prevent the parties from negotiating a redundancy settlement in excess of the provisions as determined in subclause (3) of this clause.

### 22.—PLAYGROUND DUTY

Where a teacher is required to perform playground supervision, such supervision shall be so rostered as to allow a fair and reasonable midday meal break.

### 23.—FLEXIBILITY IN THE SCHOOL DAY/YEAR

(1) Flexible working hours for teachers may be implemented at schools where an improved curriculum can be offered, or more effective and efficient use of resources occurs.

The following criteria shall be applied prior to the implementation of flexible hours—

- (a) a consultative process to occur at school level involving all stakeholders, including the ISSOA, school decision making groups, parents, students and staff;
- (b) issues such as duty of care, health, safety and welfare, equity and other legislative requirements allowed for;
- (c) workloads and career aspirations have been considered;
- (d) individual circumstances have been fairly and reasonably considered;
- (e) the distribution of hours to be equitable.

(2) Specifically excluded from these flexibility arrangements are increased working hours for teachers.

### 24.—MANNER OF LIFE

(1) Where an allegation has been made against a teacher with regard to the teacher's manner of life and/or stated beliefs which may be in breach of Clause 11.—Conditions of Employment, subclause (2)(a) of this Agreement, the following procedures shall apply—

#### (2) The Allegation

(a) Any allegation for breach of this clause shall be directed to the Principal of the school in which the teacher is employed and shall be in writing stating—

- (i) the nature of the allegation;
- (ii) the proof supporting the allegation; and
- (iii) the source of the allegation.

(b) The person/s making the allegation must have direct knowledge of the alleged breach and shall be required to support the allegation in conformity with the provisions as outlined in paragraph (a) of this subclause.

(c) The Principal and/or the person/s making the allegation should observe confidentiality at all times and the Principal shall advise such person/s of the seriousness of their allegation and counsel such person/s of the consequences of malicious, false or exaggerated allegations.

(d) The employer shall record the details of the allegation and where necessary clarify any matter pertaining to the allegation.

#### (3) Advising the Teacher

(a) (i) Should the employer determine that the allegation cannot be sustained, the matter shall be discontinued and the person/s making the allegation advised accordingly.

(ii) Should the circumstances warrant, the employer may advise the teacher of the allegation and the outcome as prescribed in paragraph (a)(i) of this subclause.

(b) If the employer determines that the allegation needs to be acted upon, he/she shall advise the teacher in writing stating—

- (i) the nature of the allegation;
- (ii) the proof supporting the allegation;
- (iii) the source of the allegation;
- (iv) the potential consequences if the allegation is proven;

- (v) that the teacher is not required to answer the allegation immediately but may elect to seek the appropriate advice and representation; and
- (vi) a reasonable time frame for a response.

(4) Where an allegation for breach of this clause has been confirmed by the teacher, the teacher shall be offered the opportunity to rectify the matter where possible, in a manner agreed between the teacher and the employer. Such agreement shall be in writing.

(5) Should the matter not be resolved in accordance with subclauses (3) or (4) of this clause, the provisions of Clause 30.—Dispute Avoidance and Grievance Procedures of this Agreement shall apply.

**25.—PROFESSIONAL DEVELOPMENT**

Professional development has as its priority the upgrading of professional knowledge and skills. Both the school and the teacher should share the responsibility of teachers’ professional development.

In addition to courses provided in school hours, the parties accept that courses outside of school hours should be made available to teachers. Access to such courses should be at the discretion of the teacher.

**26.—PROFESSIONAL RESPONSIBILITIES**

(1) The parties recognise that there is a wide range of duties and responsibilities involved in the profession of teaching.

(2) The parties recognise that the following principles apply in addressing the fair and reasonable participation of teachers—

- (a) Much of the life and culture of the school is derived from school activities involving teachers and students conducted outside regular classroom contact;
- (b) The efforts of teachers who contribute significantly to the life and values of the school should be recognised;
- (c) Duty of care responsibilities must be considered in the planning of all activities conducted by the school;
- (d) There will be collaborative planning between school and staff in the allocation of teachers to all activities conducted by the school;
- (e) The competence, skills and qualifications of teachers, including part-time teachers, will be considered in the planning and allocating of activities conducted by the school, having regard for the teacher’s professional development and family responsibilities;
- (f) Some schools may have expanded educational programs which may require flexible employment arrangements.

**27.—SUMMATIVE APPRAISAL**

During the life of this Agreement, all forms of teacher appraisal (including Summative and Senior Teacher appraisal) will be re-negotiated.

**28.—PART TIME TEACHERS**

(1) Contract of employment

(a) In engaging a part time teacher schools will recognise that part time teachers are entitled to supplement their income through other employment.

(b) The number of hours of scheduled class time and professional responsibilities and duties of a part time teacher shall be set out in writing by the employer at the time of engagement and at any other time when a variation occurs.

(2) A part time teacher’s weekly rate of pay shall be assessed according to the following formula—

$$\frac{\text{Hours worked}}{\text{Full time teachers' hours}} \times \frac{\text{the appropriate}}{\text{full time salary}}$$

*Note: Hours = the number of hours of scheduled class time for the teacher*

(3) A part time teacher in a Primary School shall be given a proportional amount of release time for planning and preparation as given to a full time teacher in that school.

(4) A part time teacher shall be expected to undertake a proportional number of additional duties normally expected of a

full time teacher in that school, provided that those duties fall at times adjoining that teacher’s normal scheduled classroom teaching hours or on a usual day of employment, e.g. yard supervision, staff meetings, etc.

**(5) Additional hours**

(a) Where an employer requires and the part time teacher agrees to work additional hours, the teacher shall be paid for each additional hour or part thereof at that teacher’s normal part-time hourly rate of pay.

(b) Such additional hours worked under this arrangement shall not result in proportionate adjustments under any other clause in the Award or this Agreement.

**(6) Variation of hours**

(a) The school may vary the teaching load of a part time teacher from the beginning of each school year with 6 weeks notice or at any time by agreement with the teacher.

(b) In the absence of the required notice as per subclause (a) and provided that the change involves a decrease in salary, the teacher’s salary will be maintained at its former level for the period of the notice not given.

**29.—SPECIAL LEAVE**

(a) A teacher shall, on sufficient cause being shown, be granted special leave with pay.

(b) “Sufficient cause” is defined as a matter or situation for which—

- (i) no other paid leave is available
- (ii) no other arrangements can reasonably be made
- (iii) the absence from duty is required due to pressing necessity.

(c) The period determined at the discretion of the employer having regard to all of the circumstances but would not normally exceed 3 days for any one instance.

**30.—DISPUTE AVOIDANCE AND GRIEVANCE PROCEDURE**

(1) The objective of these procedures is the avoidance and resolution of industrial disputation by measures based on consultation, co-operation and negotiation and the parties to a dispute shall make reasonable attempts to resolve the matter by mutual discussion and determination.

(2) Without prejudice to either party, the parties to this Agreement shall ensure the continuation of work in accordance with the Award, this Agreement and the custom and practice in Catholic Schools in Western Australia.

(3) (a) In the event of any matter arising which is of concern, the teacher shall discuss this matter with the Principal or his/her nominee.

(b) If the matter is not resolved at this level, the teacher and/or the Principal may refer the matter to the Independent Schools Salaried Officers’ Association and/or the Catholic Education Office (Employee and Community Relations Team).

(In an attempt to resolve the matter it may be necessary to have formal discussion between the ISSOA and the Director of Catholic Education in Western Australia.)

(c) If the matter cannot be resolved at this level it may be referred to the Western Australian Industrial Relations Commission.

(4) Nothing contained in this procedure shall prevent the Secretary of the ISSOA or his/her nominee or the Director of Catholic Education in Western Australia or his/her nominee from entering into negotiations at any level either at the request of any of the parties to the dispute or on their own initiative in respect of matters in dispute should such action be considered conducive to achieving resolution of the dispute.

**31.—SIGNATURES**

.....

(Signature)

(Name of signatory in block letters)

The Sisters of Mercy West Perth Congregation

.....  
(Signature)  
(Name of signatory in block letters)  
Independent Schools Salaried Officers'  
Association of Western Australia,  
Industrial Union of Workers

- 17. Sick Leave
- 18. Family Leave
- 19. Long Service Leave
- 20. Parental Leave
- 21. Redundancy Provisions
- 22. Playground Duty
- 23. Flexibility in the School Day/Year
- 24. Manner of Life
- 25. Professional Development
- 26. Professional Responsibilities
- 27. Summative Appraisal
- 28. Part Time Teachers
- 29. Special Leave
- 30. Dispute Avoidance and Grievance Procedure
- 31. Signatures

**WESTERN AUSTRALIAN CATHOLIC SCHOOLS  
(ENTERPRISE BARGAINING) AGREEMENT  
NO. 3 OF 2000.  
No. AG 169 of 2000.**

**2000 WAIRC 00502**

WESTERN AUSTRALIAN  
INDUSTRIAL RELATIONS COMMISSION.

**PARTIES** THE INDEPENDENT SCHOOLS  
SALARIED OFFICERS'  
ASSOCIATION OF WESTERN  
AUSTRALIA, INDUSTRIAL UNION  
OF WORKERS & OTHER V (NOT  
APPLICABLE)

**CORAM** COMMISSIONER S J KENNER

**DELIVERED** MONDAY, 28 AUGUST 2000

**FILE NO/S** AG 169/2000

**Representation**

**Applicant** Mr N Briggs

**Respondent**

*Order.*

HAVING heard Mr N Briggs on behalf of the applicant and there being no appearance on behalf of the respondent and by consent the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

- (1) THAT the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 3 of 2000 as filed in the Commission on 10 July 2000 in the terms of the following schedule be and is hereby registered as an industrial agreement.
- (2) THAT the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 3 of 1998 No AG 151 of 1998 be and is hereby cancelled.

(Sgd.) S. J. KENNER,  
Commissioner.

[L.S.]

Schedule.

1.—TITLE

This Agreement shall be known as the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 3 of 2000 and shall replace the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 3 of 1998.

2.—ARRANGEMENT

- 1. Title
- 2. Arrangement
- 3. Parties to the Agreement
- 4. Scope of Agreement
- 5. Relationship to Parent Award
- 6. Term of Agreement
- 7. Expiration of Agreement
- 8. No Extra Claims
- 9. No Duress
- 10. Objects of the Agreement
- 11. Conditions of Employment
- 12. Contract of Service
- 13. Salaries
- 14. Deferred Salary Scheme
- 15. Promotional Positions
- 16. Location Allowances

3.—PARTIES TO THE AGREEMENT

This Agreement is made between The Sisters of the Holy Family of Nazareth and the Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers (the ISSOA), a registered organisation of employees.

4.—SCOPE OF AGREEMENT

- (1) This Agreement shall apply to all teachers who are covered by the provisions of the Independent Schools' Teachers' Award (1976), as amended.
- (2) The number of teachers covered by this agreement is 32.

5.—RELATIONSHIP TO PARENT AWARD

Except as provided by this Agreement, the conditions of employment of teachers employed in Catholic Schools in Western Australia will be in accordance with the Independent Schools' Teachers' Award (1976), as amended.

6.—TERM OF AGREEMENT

- (1) This Agreement shall come into effect on and from 1 July 2000 and shall expire on 30 June 2003.
- (2) During the term of this Agreement, the provisions of this Agreement may be varied by mutual agreement between the parties.

7.—EXPIRATION OF AGREEMENT

- (1) On the expiration of this Agreement and in the absence of the registration of a subsequent Enterprise Agreement, the provisions of this Agreement shall prevail for the purposes of the conditions of employment that will apply to teachers covered by this Agreement.
- (2) Negotiations for a new Enterprise Agreement will commence 6 months prior to the expiry of this Enterprise Agreement.

8.—NO EXTRA CLAIMS

It is a condition of this Agreement, that the parties will not make any further claims with respect to salaries and conditions during the period of this Agreement unless they are consistent with the State Wage Fixing Principles.

9.—NO DURESS

This Agreement was not entered into by either of the parties under duress from the other party or any other person or persons.

10.—OBJECTS OF THE AGREEMENT

In reaching this agreement the parties have recognised—

- Catholicity—
  - The need to maintain a just working environment in which education can be provided in harmony with the aims, objectives and philosophy of Catholic education.
- Professionalism—
  - A mutual responsibility to protect, develop and enhance Catholic education within the State of Western Australia.
  - The need to safeguard and enhance the quality of teaching and learning in Catholic schools in Western Australia and the public perception of it.

## Flexibility—

- The variety of educational and managerial arrangements that exist requiring flexibility in the application of regulations that govern employment practices.
- The need to consolidate, and develop further, initiatives arising out of the award restructuring process.
- Productivity and efficiency have a growing influence in educational policies and practices.

Schools are expected to do more with the same level of resources, necessitating productivity and efficiency improvements which may be qualitative rather than quantitative.

## 11.—CONDITIONS OF EMPLOYMENT

The parties acknowledge that the following *Conditions of Employment of Teachers in Catholic Schools in WA (2000)* is an official statement of the Catholic Education Commission of Western Australia and as such applies to all teachers employed in a Catholic school in Western Australia.

Conditions of Employment of Teachers in Catholic Schools in WA (2000)

## 1. The Employing Authority

1.1 In Diocesan accountable schools, the teacher is employed by the Bishop of the Diocese who delegates this power to the school board.

1.2 In Order accountable schools the teacher is employed by the Congregational Leader who may delegate this authority to a school board or principal.

## 2. The Fundamental Responsibilities of the Teacher

A teacher is required, under the direction of the Principal, to contribute actively towards;

2.1 the maintenance of the Catholicity of the school through a manner of life and stated beliefs which are in keeping with the teachings of the Catholic Church;

2.2 the promotion of the religious instruction and formation of pupils in accordance with the directives and requirements of the Catholic Education Commission and the Bishop of the Diocese;

2.3 the undertaking of appropriate accreditation programs, as required.

## 3. Duties

The teacher is required to—

- 3.1 perform such duties, teaching and non—teaching, as are customarily rostered and shared by all staff;
- 3.2 help ensure the provision of a Catholic perspective in the activities of the school;
- 3.3 model the leadership that is appropriate for all members of the school community;
- 3.4 keep abreast of current developments in educational theory and practice;
- 3.5 demonstrate a pastoral concern for each member of the school community.

## 4. Other Matters

4.1 A full time teacher shall be permitted to engage in other employment provided that—

- (i) such employment does not affect the teacher's employment and professional responsibilities to the school. and
- (ii) the principal is notified

4.2 Any fraudulent misrepresentation in the teacher's curriculum vitae, or other documentation presented to the employer, which impacts on the employment contract of the teacher may result in the termination of the employment contract.

4.3 The teacher has the responsibility to advise the employer of any previous or current criminal convictions or proceedings that may conflict with the stated philosophy of a Catholic school and the objects of this agreement. The teacher acknowledges that the employer has the right to enquire about such convictions or proceedings, provided that the employer notifies the teacher of any inquiry prior to it being conducted.

## 12.—CONTRACT OF SERVICE

(1) When a teacher accepts an appointment within the Catholic system in Western Australia for the first time, the appointment is probationary and as such the teacher is subject to professional appraisal in the second year of employment so as to confirm ongoing employment.

(2) (a) Except in the case of a relief or temporary teacher, the termination of the service of a teacher shall require a minimum of six weeks' notice by either party to take effect from the close of school business at the end of the school term.

(b) Provided that the requirements of this subclause may be waived in part or in whole by mutual agreement between the teacher and the employer. Any request to waiver such notice shall not be unreasonably withheld by the employer, where it is deemed that the teacher has not been able to give the required notice through no fault of their own.

(c) Subject to the provisions of this subclause, failure to give the required notice shall make either party liable for the payment to the other party of an amount equivalent to the period of notice not given.

(d) When a teacher resigns, the employer reserves the right to withhold or recover an amount equivalent to any period of overpayment of salary. However, approval must be obtained from the Director of Catholic education before such action is proceeded with.

## 13.—SALARIES

(1) The minimum annual rate of salary payable to teachers engaged in the classifications prescribed in Clause 11.—Salaries of the Award shall be—

Step	Salary (\$)
Step 1	24,156
Step 2	25,570
Step 3	30,924
Step 4	32,672
Step 5	33,964
Step 6	36,002
Step 7	37,395
Step 8	39,081
Step 9	41,827
Step 10	43,113
Step 11	44,898
Step 12	46,428
Step 13	48,264

(2) Notwithstanding subclause (1) of this clause, if, during the life of this Agreement, the Education Department of Western Australia salaries receive a further general increase, then the rates in (1) shall increase by that general increase from the same operative date as the EDWA increase.

(3) Subject to the provisions for implementing the classification set out in the Appendix to the Award, an appointee to a Senior Teacher classification shall be entitled to the following annual allowance—

- (a) Level One—3.2 % of the maximum total salary per annum as prescribed in subclause (1) of this clause.
- (b) Level Two—6.9% of the maximum total salary per annum as prescribed in subclause (1) of this clause.

(4) Notwithstanding the provisions of subclause (5) of Clause 11.—Salaries of the Award, relief teachers employed for five (5) days or less may be engaged by the day or half day. A half day is determined as the hours usually worked in a school prior to or immediately following the lunch break.

## (5) Accreditation B Certificate

(a) The holding of the study component of a current Accreditation B Certificate would allow a 3 year trained teacher with the 2 years of full time equivalent experience at Step 9 to move to Step 10 from 1 July 2000 and to step 11 from 1 January 2002.

(b) Thereafter, progression from Step 9 to Step 10 and then to Step 11, shall be by biennial steps for 3 year trained teachers.

## (6) Upgrading from a 3 year to a 4 year qualification

When a teacher upgrades their teaching qualification from 3 years to 4 years, then in calculating the new position on the incremental scale in sub-clause(1), all previous relevant full time equivalent experience shall count.

## (7) Salary Packaging

Salary packaging in compliance with the Catholic Education Commission of Western Australia's statement shall be available to teachers from 1 July 2000.

## 14.—DEFERRED SALARY SCHEME

Teachers may apply to have their salary payments deferred in accordance with the provisions of this clause.

## (1) Eligibility

(a) Teachers who have been employed within the Catholic system for a minimum of two (2) years, including full time and part time teachers, are eligible to apply.

(b) Approval of applications will be determined by the employer based on the needs and requirements of the school.

## (2) Period of Leave

(a) The period of leave will be for twelve (12) months, from 1 January to 31 December.

(b) Participants will not be able to return to a position at the same school during the 12 month leave period.

(c) Should alternative employment be sought during the year of leave, the teacher is to advise the employer.

(d) Should employment as a teacher be pursued within a Catholic school, only relief work may be undertaken by the teacher.

(e) The year of leave, the fifth year, will be taken in accordance with the conditions as prescribed within Clause 8—Leave, (3) Leave Without Pay of the Independent Schools' Teachers' Award.

## (3) Payment of Salary

(a) During the four year accrual period participants in the scheme receive 80% of their normal fortnightly salary and will thus be taxed at this reduced rate of pay. Normal salary is defined as a teacher's normal fortnightly salary plus any associated teaching allowances.

In the fifth year, when leave is taken, the participants will receive the money contributed over the four year period. This amount can be paid fortnightly; in one lump sum payment; or two payments, one in each of the financial years.

(b) The participant will be taxed only on the amount actually received, in this case approximately 80% of the normal salary (including allowances). This is a significant taxation incentive for participants. It is recommended that, prior to entering into this scheme, prospective participants discuss taxation implications and other related issues with their accountant or financial adviser.

(c) It should be noted that interest is not paid on amounts accumulated during the accrual period. A taxation ruling prohibits such payment on the basis that people taking advantage of a taxation incentive cannot derive interest on those funds. Interest accrued will be utilised to offset the administrative costs of the fund.

## (4) Suspension of Contributions

(a) Participation in the scheme will be suspended during any period of unpaid leave. Any period of unpaid leave will reduce payments into the fund and therefore proportionately reduce the accrued payment in the year of leave.

(b) A participant may elect to suspend contributions for a period of less than twelve months once during the accrual period. This will also reduce the accrued payment in the year of leave.

(c) The employer retains the discretionary authority to approve suspension for a period of twelve (12) months at the request of the participant. Such a suspension will extend the taking of the year of leave by one (1) year.

## (5) Withdrawal

(a) The participant may withdraw from the scheme at any time by notifying the employer in writing. It should be noted that only the exact money paid into the scheme will be paid in a lump sum on withdrawal and no interest will be paid on this amount.

(b) The participant who withdraws from the scheme will be taxed on the lump sum payment and any other salary received during that financial year. Significant taxation implications may, therefore, apply.

## (6) Long Service Leave, Sick Leave and Increment Entitlements

(a) A participant in the scheme will accrue the above entitlements at 100% of the normal accrual rate over the first four years only. The fifth year, the year of leave, is a non-accrual period.

(b) If a participant becomes eligible for long service leave during the fourth year of the deferred salary scheme, the long service leave entitlement will further be deferred and taken in the fifth year of the scheme or taken in the final term/semester of the fourth year of the scheme, or the first term/semester of the sixth year.

## (7) Workers' Compensation

(a) Participants in the scheme are covered by workers' compensation during the first four years of the scheme at 100% of their normal salary. A participant in receipt of workers' compensation during the first four years may elect to continue in the deferred salary scheme or suspend their contributions until their return to full duties.

(b) Any period of suspension due to workers' compensation shall be undertaken in accordance with subclause (4) of this clause.

(c) During the fifth year, the year of leave, the participant is not covered by workers' compensation.

## (8) Superannuation

Contributions are based on 100% of the participant's normal salary over the first four years only.

## (9) Fund Management

The scheme will be managed by the Catholic Education Office. During the four year accrual period, schools will remit 20% of salary foregone to the Office on a two or four weekly basis. Participants will receive a statement from the Office at the end of each year showing the amount accumulated in the scheme. At the beginning of the fifth year, when leave is taken, the accumulated amount will be forwarded to the participant's school for payment through the school's payroll. All contributions to the scheme are guaranteed by the Catholic Education Office of WA.

## (10) Portability

(a) Teachers are able to maintain their participation in the scheme should they transfer their employment between Catholic schools or to the Catholic Education Office.

(b) The teacher is obliged to notify the principal prior to appointment of their participation in the Deferred Salary Scheme and the date that leave is due to be taken.

(c) Participation in the Deferred Salary Scheme shall not impede an application for employment in a Catholic school.

## (11) Implementation Date

(a) Applications are to be forwarded to the Principal by the close of business 31 August of the year prior to the year of commencement.

(b) Schools will endeavour to notify the teacher of the result of their applications by 31 October of the same year.

## 15.—PROMOTIONAL POSITIONS

(1) The minimum promotional allowance payable to teachers engaged in the classifications prescribed in Clause 11.—Salaries, subclause (7) of the Award shall be—

(a) Promotion Level 1 Category A: 14.8% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.

(b) Promotion Level 1 Category B: 12.5% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.

(c) Promotion Level 1 Category C: 10.0% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.

(d) Promotion Levels 2, 3 and 4 shall be paid 70%, 50% and 30% respectively of Promotion Level 1 of the appropriate school category.

(2) In lieu of subclause (1) of this clause, a school may—

(a) after consultation with the staff and

(b) with the agreement of the parties to this Agreement opt to introduce a school based system of promotional positions to replace the arrangements in subclause (1).

(3) The structure and minimum promotional allowance payable to teachers engaged in the classifications prescribed in Clause 11.—Salaries, subclause (8), of the Award shall be as follows—

- (a) In schools with 100—300 students—
  - (i) one Assistant Principal at 15.5% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement; or
  - (ii) two Assistant Principals each at 7.75% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.
- (b) In schools greater than 300 students—
  - (i) two Assistant Principals each at 15.5% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement; or
  - (ii) three Assistant Principals each at 10.3% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.

#### 16.—LOCATION ALLOWANCES

Teachers shall be paid the allowance provided for below in lieu of the allowance prescribed in subclause (1) of Clause 17.—Location Allowances of the Award.

Town	Full Rate Allowance \$/week	Half Rate Allowance \$/week
Balgo Hills	160.24	80.12
Boulder	14.42	7.21
Beagle Bay	145.36	72.68
Billiluna	160.24	80.12
Broome	104.97	52.48
Carnarvon	45.15	22.58
Derby	109.62	54.81
Esperance	27.11	13.56
Gibb River	160.24	80.12
Kalgoorlie	14.42	7.21
Karratha	108.38	54.19
Kununurra	137.68	68.89
Lake Gregory/Mulan	160.24	80.12
Lombadina	145.36	72.68
Mullewa	5.52	2.76
Port Hedland	101.07	50.54
Red Hill/Halls Creek	129.18	64.59
Ringer Soak	160.24	80.12
Southern Cross	26.48	13.24
Tardun	47.93	23.97
Turkey Creek	145.36	72.68
Wyndham	136.66	68.33

#### 17.—SICK LEAVE

A medical certificate from a legally qualified medical practitioner shall be regarded as proof of sickness.

#### 18.—FAMILY LEAVE

(1) Use of sick leave

(a) A teacher with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill. Such leave shall not exceed five (5) days in any calendar year and is not cumulative.

(b) The teacher shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

(c) The entitlement to use sick leave is subject to—

- (i) the teacher being responsible for the care of the person concerned; and
- (ii) the person concerned being either a member of the teacher's immediate family or a member of the teacher's household.

(d) The teacher shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the teacher, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the teacher to give prior notice of absence, the teacher shall notify the

employer by telephone of such absence at the first opportunity on the day of absence.

(2) Use of unpaid leave

A teacher may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill.

(3) Nothing contained in this clause shall prevent a teacher from making application for leave as prescribed in Clause 8.—Leave, subclause (1) Special Leave of the Award.

#### 19.—LONG SERVICE LEAVE

(1) As from 1 January 1995, a teacher's entitlement to paid long service leave for each year of service within the Catholic Education system, will accrue at the following rates—

- (a) up to ten years of continuous service, 1.3 weeks for each year of service;
- (b) for each subsequent year, 1.86 weeks for each year of service.

(2) Subject to subclause (5) of this clause, a teacher who has accrued a minimum entitlement of ten weeks' long service leave shall be entitled to take such leave.

(3) For any service prior to the 1st January 1995, the provisions of long service leave shall be that which is prescribed under the terms of the Award.

(4) The process required for the taking of leave shall be as follows—

- (a) the employer shall advise the teacher of his/her impending entitlement to take long service leave prior to the completion of term three in the year preceding the entitlement becoming due;
- (b) the teacher shall advise the employer no later than the commencement of term four of the preceding year of their intention or otherwise to take leave;
- (c) where an agreement has been reached for the taking of long service leave and circumstances arise that necessitates an adjustment of such leave, then any request for the adjustment shall not be unreasonably withheld.

(5) Where the continuous service of a teacher during the period of accrual contains any period which is less than full time then that teacher's entitlement shall be calculated as follows—

- (a) the number of weeks accrued shall be in accordance with subclause (1) above; and
- (b) payment for the period accrued shall be the average that the teacher's hours bears to that of a full time teacher over the accrual period.

(6) The teacher continues to accrue long service leave entitlement for any period during which the teacher is absent on full pay from his/her duties; long service leave does not accrue for any period exceeding two weeks during which the teacher is absent on unpaid leave.

(7) (a) For the purposes of calculating long service leave entitlement the employer shall allow a break of service up to two terms without penalty to the teacher. Such a break in service shall be deemed to be 'leave without pay' for the purposes of calculating that teacher's entitlement.

(b) The provisions of this subclause shall not prevail if a teacher has been paid a pro-rata payment for accrued long service leave at the time of the break of service.

(8) Vacation leave observed by the school shall count for the purposes of calculating a teacher's entitlement to long service leave.

(9) Any public holiday which occurs during the period a teacher is on long service leave shall be treated as part of the long service leave and extra days in lieu thereof shall not be granted.

(10) Where a teacher has become entitled to a period of long service leave in accordance with the clause, the teacher shall commence such leave as soon as possible after the accrual date by one of the following options, at a time mutually agreed between the employer and the teacher—

- (a) as a term with the excess entitlement being retained as unused accrued long service leave; or

- (b) as a semester, with approved leave without pay for that portion which exceeds the fully accrued long service leave entitlement; or
- (c) with the agreement of the employer, as a term with the excess entitlement being paid for in addition to the ordinary payment for such leave.
- (d) with the agreement of the employer and in special circumstances, a lesser period may be taken than that prescribed in this subclause

(Notation: For the purposes of this subclause a semester is defined as school terms 1 and 2 or 3 and 4.)

(11) Payment for long service leave shall be made in full before the teacher goes on leave, or by agreement between the teacher and the employer at the same time as the teacher's salary would have been paid if the teacher had remained at work.

(12) Where a teacher has completed at least 7 continuous years of service and employment is terminated—

- (a) by the teacher's death; or
- (b) in any circumstances, other than serious misconduct; the amount of leave shall be such as has accrued under the provisions of subclause (1) of this clause.

(13) In the case to which subclause (12) of this clause applies, and in any case in which the employment of the teacher who has become entitled to leave hereunder is terminated before such leave is taken or fully taken, the employer shall—

- (a) upon termination of employment otherwise than by death, pay to the teacher; or
- (b) upon termination of employment by death, pay to the personal representative of the teacher upon request by the personal representative,

a sum equivalent to the amount which would have been payable in respect of the period of leave to which he/she is entitled or deemed to have been entitled and which would have been taken but for such termination.

Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.

(14) Accrued long service leave entitlements are portable between all Catholic schools in Western Australia and those schools subject to the Catholic Schools Long Service Leave Interstate Portability Agreement.

## 20.—PARENTAL LEAVE

Subject to the terms of this clause, a teacher is entitled to maternity, paternity and adoption leave and to work part time in connection with the birth or adoption of a child.

### Part 1—Parental Leave

#### (1) Eligibility for Maternity and Paternity Leave

(a) If a teacher or the teacher's spouse becomes pregnant, the teacher shall, subject to the conditions hereunder, be entitled to parental leave in accordance with the provisions of this clause.

Conditions of eligibility—

- (i) The teacher is a full-time teacher or is a part-time teacher whose teaching allotment is not less than three hours per week, but not a relief teacher.
- (ii) The teacher has had not less than 12 months continuous service in Catholic education in Western Australia immediately preceding the date upon which the teacher proceeds on such leave.
- (iii) The teacher shall produce to the employer a certificate from a legally qualified medical practitioner stating the presumed date of confinement.
- (iv) The teacher shall produce a statutory declaration stating particulars of any period of parental leave sought or taken by the teacher's spouse and that for the period of parental leave the teacher will not engage in any action inconsistent with the teacher's contract of employment.

(b) Such leave shall be without pay.

(c) The teacher's entitlement shall be reduced by any period of parental leave taken by the teacher's spouse in relation to the same child and, apart from parental leave of up to one week at the time of confinement, shall not be taken concurrently.

#### (2) Single Period of Parental Leave and Commencement

(a) Subject to subclauses (3) and (6) hereof—

- (i) the period of maternity leave shall be for an unbroken period of from six (6) to one hundred and four (104) weeks and shall include a period of six (6) weeks compulsory leave to be taken immediately following confinement;
- (ii) the period of paternity leave shall be for an unbroken period of from one (1) to one hundred and four (104) weeks and shall include a period of one (1) week compulsory leave to be taken immediately following confinement.
- (iii) however, the period of leave for a replacement teacher shall not extend beyond the period for which they have been engaged as a replacement teacher.

(b) A teacher shall not less than ten (10) weeks prior to the presumed date of confinement produce to the employer the certificate referred to in subclause (1)(a)(iii) and give notice in writing to the employer setting out the presumed date of confinement and the date upon which the teacher proposes to commence parental leave stating the period of leave to be taken.

(c) An employer by not less than fourteen (14) days' notice in writing to the teacher, may require the teacher to commence maternity leave at anytime within the six (6) weeks immediately prior to her presumed date of confinement, except where the teacher can produce a medical certificate from the legally qualified medical practitioner in subclause (1)(a)(iii) stating that they are fit to continue normal duties during the six (6) weeks prior to the presumed date of confinement.

(d) A teacher shall not be in breach of this provision as a consequence of failure to give the stipulated period of notice in accordance with paragraph (c) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.

(3) Further period of Parental Leave resulting from a subsequent pregnancy

(a) For the purposes of this clause a further period of parental leave shall mean a period of parental leave resulting from a subsequent pregnancy taken without a return to work from an initial period of parental leave and shall be deemed to be a new and separate period of parental leave.

(b) When a teacher who is already on parental leave under this clause applies for a further period of leave because of a subsequent pregnancy, the period of parental leave shall be for an agreed period and shall commence from the date of confinement and shall cease at either the start of the next school year or the start of the year following as determined by the teacher.

(c) Application for a subsequent period of parental leave shall comply with the provisions contained in subclauses (1) and (2) above, save that this will not require a teacher currently on paternity leave to return to work during the period of compulsory maternity leave of the mother following the birth of another child.

#### (4) Transfer to a Safe Job prior to Maternity Leave

(a) When in the opinion of a legally qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the teacher make it inadvisable for the teacher to continue at her present work the teacher shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

(b) If the transfer to a safe job is not practicable, the teacher may, or the employer may require the teacher to take leave for such period as is certified necessary by a legally qualified medical practitioner and such leave shall be treated as maternity leave for the purposes of subclauses (9), (10), (11) and (13) hereof.

#### (5) Variation of Maternity Leave

(a) Provided the addition does not extend each period of parental leave beyond one hundred and four (104) weeks, the period may be lengthened only once (save with the agreement of the employer) by the teacher giving not less than seven (7) weeks notice in writing stating the period by which the leave is to be lengthened.

(b) The period of leave may, with the consent of the employer, be shortened by the teacher giving not less than seven (7) working weeks notice in writing stating the period by which the leave is to be shortened.

(c) The provisions of paragraphs (a) and (b) hereof do not apply to those teachers taking further periods of leave, unless the employer consents.

(6) Cancellation of Parental Leave

(a) Parental leave applied for but not commenced shall be cancelled where the pregnancy of a teacher or the teacher's spouse terminates other than by the birth of a living child.

(b) Where the pregnancy of a teacher then on maternity leave terminates other than by the birth of a living child, it shall be the right of the teacher to resume work at a time nominated by the employer (which shall be no later than the beginning of the next succeeding term from the date of the notice in writing by the teacher to the employer that she wishes to resume work).

(c) In this case the teacher may undertake temporary employment with another employer without affecting his/her contract of service with the school from which he/she took leave.

(7) Special Maternity Leave and Sick Leave

(a) Where the pregnancy of a teacher not then on maternity leave terminates after twenty-eight (28) weeks other than by the birth of a living child, then—

(i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a legally qualified medical practitioner certifies as necessary before her return to work; or

(ii) for illness other than the normal consequences of confinement she shall be entitled either in lieu of or in addition to special maternity leave to such paid sick leave to which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work.

(b) Where a teacher not then on maternity leave suffers illness related to her pregnancy, she may take such sick leave to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a legally qualified medical practitioner certifies as necessary before her return to work provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed one hundred and four (104) weeks for the first period of maternity leave.

(c) For the purposes of subclauses (8), (9) and (10) hereof maternity leave shall include special maternity leave.

(d) A teacher returning to work after a period of leave taken pursuant to this subclause shall, subject to paragraph (e), be entitled to a position commensurate with her qualifications, experience and previous classification.

(e) A part-time teacher shall be entitled to return to a position which includes the same number of hours per week but not necessarily the same times or class levels.

(8) Parental Leave and Other Entitlements

Provided the aggregate of leave, including leave taken pursuant to subclauses (4) and (7) hereof, does not exceed one hundred and four (104) weeks for each period of parental leave or does not negate the obligation to return to work at the beginning of the school year for further periods of parental leave as defined in subclause (3)(a);

(a) a teacher may in lieu of or in conjunction with parental leave take any annual leave or long service leave or any part thereof to which the teacher is then entitled;

(b) paid leave other than long service leave is not available to a teacher during the teacher's absence on parental leave.

(9) Effect of Parental Leave on Employment

Notwithstanding any provision to the contrary, absence on parental leave shall not break the continuity of service of a teacher but shall not be taken into account in calculating the period of service for any purpose of this Agreement.

(10) Termination of Employment

(a) A teacher on parental leave may terminate employment at any time during the period of leave by due notice given.

(b) An employer shall not terminate the employment of a teacher on the grounds of pregnancy or absence on parental

leave but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(11) Return to work after a single period of Parental Leave

(a) Except as provided in paragraph (b) hereof, a teacher will return to work only from the beginning of a school term, preferably from the beginning of a school year and will indicate an intention of returning to work by giving in writing not less than seven (7) working weeks' notice wholly within a school term, that notice to be immediately prior to the proposed school term of commencement.

(b) An employer may by agreement with the teacher arrange for a teacher to return to work at some date other than the commencement of a school term.

(c) Provided the notice required pursuant to paragraph (a) above has been given, a teacher shall be entitled to a position commensurate with the teacher's qualifications, experience and previous classification.

(d) A part-time teacher shall be entitled to return to a position which includes the same number of hours per week, but not necessarily the same times or class levels.

(e) If no confirmation of an intention to return is received, the employer shall take reasonable steps of inquiry prior to making other arrangements.

(12) Return to work from a further period of parental leave resulting from a subsequent pregnancy

(a) A teacher will return to work only from the beginning of a school year and will indicate an intention of returning to work by giving in writing not less than seven (7) working weeks notice wholly within a school term in the school year prior to the intended return.

(b) Return to work from a further period of parental leave resulting from a subsequent pregnancy will comply with subclause (11) paragraphs (b), (c), (d) and (e).

(13) Replacement Teachers

(a) A teacher specifically engaged as a result of a teacher proceeding on parental leave will normally be a replacement teacher provided however that such replacement teacher does not have to fill the position vacated by the teacher proceeding on parental leave.

(b) Before an employer engages a replacement teacher under this subclause, the employer shall inform that person of the temporary nature of the employment and the rights of the teacher who is being replaced.

(c) Before an employer temporarily promotes or transfers a teacher to replace a teacher exercising rights under this clause the employer shall inform that person of the temporary nature of the promotion or transfer and the rights of the teacher who is being replaced.

(d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement teacher.

**Part 2—Adoption Leave**

(1) Definitions

In this subclause

“child”, in relation to a teacher, means a person under the age of 5 years who is placed with the teacher for the purposes of adoption and who has not previously lived continuously with the teacher for a period of 6 months or more or is not a child or step-child of the teacher or of the spouse of the teacher.

“primary care-giver” means a person who assumes the principal role of providing care and attention to a child.

“relative adoption” occurs where a child is adopted by a parent, a spouse of a parent or another relative, being a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

(2) Eligibility for adoption leave

(a) A teacher is, on production to the employer of the documentation required by subclause (3) below entitled to one or two periods of adoption leave, the total of which must not exceed 104 weeks in the following circumstances—

(i) An unbroken period of up to 3 weeks at a time of the placement of the child (referred to in this subclause as “short adoption leave”);

- (ii) An unbroken period of up to 104 weeks from the time of the placement of the child in order to be the primary care-giver of the child (referred to in this clause as "extended adoption leave"). This entitlement is to be reduced by any period of short adoption leave taken and the aggregate of any periods of adoption leave taken or to be taken by the teacher's spouse in relation to the same child. Save that for a replacement or relieving teacher, that period of leave shall not extend beyond the period for which they have been engaged as a replacement or relieving teacher;

(b) Extended adoption leave is not to be taken concurrently with adoption leave taken by the teacher's spouse in relation to the same child.

(c) The teacher must have had at least one year of continuous service within Catholic education in Western Australia immediately preceding the date on which the teacher commences either period of leave.

#### (3) Certification

(a) Before taking adoption leave, the teacher must produce to the employer a statement from an adoption agency or another appropriate body of the expected date of placement of the child with the teacher for adoption purposes; or a statement from the appropriate government authority confirming that the teacher is to have custody of the child pending application for an adoption order.

(b) In relation to any period of extended adoption leave to be taken, the teacher must also produce a statutory declaration—

- (i) stating that the teacher is seeking that period of adoption leave to become the primary care-giver of the child; and
- (ii) stating particulars of any period of adoption leave sought or taken by the teacher's spouse; and
- (iii) stating the teacher's agreement that for the period of the teacher's adoption leave the teacher will not engage in any action inconsistent with the teacher's contract of employment.

#### (4) Notice requirements

(a) On receiving notice of approval for adoption purposes, a teacher must notify the employer of the approval and within two (2) months after receiving notice of the approval, must further notify the employer of the period or periods of adoption leave which the teacher proposes to take. In the case of a relative adoption, the teacher must so notify the employer on deciding to take a child into custody pending an application for an adoption order.

(b) A teacher who commences employment with an employer after the date of approval for adoption purposes must notify the employer of that date on commencing employment and of the period of adoption leave which the teacher proposes to take.

(c) A teacher must, as soon as the teacher is aware of the expected date of placement of a child for adoption purposes but no later than fourteen (14) days before the expected date of placement, give notice in writing to the employer of that date, and of the date of commencement of any period of short adoption leave to be taken.

(d) A teacher must, at least seven (7) weeks before the proposed date of commencing any period of extended adoption leave to be taken, give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.

(e) A teacher shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with paragraphs (c) or (d) hereof if the failure is caused by—

- (i) the requirement of an adoption agency for the teacher to accept earlier or later placement of a child; or
- (ii) the death of the teacher's spouse.

#### (5) Variation of period of adoption leave

(a) Provided the addition does not extend adoption leave beyond 104 weeks, the period of extended adoption leave may be lengthened once only by the teacher giving not less than twenty-one (21) days notice in writing stating the period by which the leave is to be lengthened.

(b) The period may be further lengthened by agreement between the employer and the teacher.

(c) The period of extended adoption leave may, with the consent of the employer, be shortened by the teacher giving not less than seven (7) working weeks notice in writing stating the period by which the leave is to be shortened.

#### (6) Cancellation of adoption leave

(a) Adoption leave, applied for but not commenced, is cancelled should the placement of the child not proceed.

(b) If the placement of a child for adoption purposes with a teacher then on adoption leave does not proceed or continue, it shall be the right of the teacher to resume work at a time nominated by the employer (which shall be no later than the beginning of the next succeeding term from the date of the notice in writing by the teacher to the employer that the teacher wishes to resume work).

(d) In this case, the teacher may undertake temporary employment with another employer without affecting his/her contract of service with the school from which he/she took leave.

#### (7) Special Adoption leave

The employer must grant to any teacher who is seeking to adopt a child any leave not exceeding two (2) days (paid or otherwise), that is required by the teacher to attend any compulsory interviews or examinations that are necessary as part of the adoption procedure.

#### (8) Adoption leave and other entitlements

(a) So long as the aggregate of any leave, including leave taken under this subclause does not exceed 104 weeks, a teacher may, instead of or in conjunction with adoption leave, take any annual leave or long service leave or any part of it to which the teacher is entitled.

(b) Paid leave other than long service leave is not available to a teacher during the teacher's absence on adoption leave.

#### (9) Effect of adoption leave on employment

Notwithstanding any provision to the contrary, absence on adoption leave shall not break the continuity of service of a teacher but shall not be taken into account in calculating the period of service for any purpose of this Agreement provided that absence on adoption leave shall count for purposes of subclause (2)(c) above.

#### (10) Termination of employment

(a) A teacher on adoption leave may terminate employment at any time during the period of leave by due notice given.

(b) An employer shall not terminate the employment of a teacher on the ground of the teacher's absence on adoption leave but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

#### (11) Return to work after adoption leave

(a) Except as provided in paragraph (b) hereof, a teacher will return to work only from the beginning of a school term, preferably from the beginning of a school year and will indicate an intention of returning to work by giving in writing not less than seven (7) weeks' notice, that notice to be immediately prior to the proposed school term of commencement.

(b) An employer may by agreement with the teacher arrange for a teacher to return to work at some date other than the commencement of a school term.

(c) Provided the notice required pursuant to subclause (a) above has been given, a teacher shall be entitled to a position commensurate with the teacher's qualifications, experience and previous classification.

(d) A part-time teacher shall be entitled to return to a position which includes the same number of hours per week, but not necessarily the same times or class levels.

(e) If no confirmation of an intention to return is received, the employer shall take reasonable steps of inquiry prior to making other arrangements.

#### (12) Replacement Teachers

(a) A teacher specifically engaged as a result of a teacher proceeding on adoption leave will normally be a replacement teacher provided however that such replacement teacher does not have to fill the position vacated by the teacher proceeding on adoption leave.

(b) Before an employer engages a replacement teacher under this subclause, the employer shall inform that person of the temporary nature of the employment and the rights of the teacher who is being replaced.

(c) Before an employer temporarily promotes or transfers a teacher to replace a teacher exercising rights under this clause the employer shall inform that person of the temporary nature of the promotion or transfer and the rights of the teacher who is being replaced.

(d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement teacher.

### Part 3—Part-time Work

#### (1) Definitions

In this subclause

“Female teacher” means an employed female who is pregnant or is caring for a child whom she has borne or a child who has been placed with her for adoption purposes.

“Male teacher” means an employed male who is caring for a child of his spouse or a child placed with the teacher for adoption purposes.

“Part-time employment” means work of a lesser number of hours than constitutes full-time work under this Agreement, but does not include temporary or casual work.

“Former position” means the position held by a teacher immediately before commencing part-time employment under this subclause or, if such position no longer exists but there are other positions available for which the teacher is qualified and capable of performing, a position as nearly as possible comparable in status and pay to that of the position held by the teacher immediately before commencing part-time work.

#### (2) Entitlement

With the agreement of the employer—

- (a) a female teacher may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy necessary or desirable;
- (b) a female teacher may work part-time in one or more periods at any time from the seventh week after the date of the birth of the child until its third birthday;
- (c) a male teacher may work part-time in one or more periods at any time from the date of the birth of the child until its third birthday;
- (e) in relation to adoption, a female or male teacher may work part-time in one or more periods at any time from the date of placement of the child until the third anniversary of that date.

#### (3) Return to former position

(a) A teacher who has had at least one year of continuous service within Catholic education in Western Australia immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to their former position.

(b) Nothing in paragraph (a) hereof shall prevent the employer from permitting the teacher to return to their former position after a second or subsequent period of part-time employment.

#### (4) Effect of part-time work on continuous service

Under this Agreement, commencement on part-time employment under this subclause and return from part-time employment to full-time employment under this subclause does not break the continuity of service of a teacher.

#### (5) Pro-rata entitlements

Subject to the provisions of this subclause and the matters agreed to in subclause (6) hereof, part-time employment shall be in accordance with the provisions of the Award and/or this Agreement and shall apply pro-rata.

#### (6) Part-time Work Agreement

(a) Before commencing a period of part-time employment under this subclause the employer and the teacher shall agree—

- (i) that the teacher may work part-time;

- (ii) upon the hours to be worked by the teacher, the days upon which they will be worked and the commencing times for the work;

- (iii) upon the period of part-time employment.

(b) The terms of this agreement may be varied by consent.

(c) The terms of this agreement and any variation to it shall be in writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the teacher by the employer.

(d) The work to be performed part-time need not be the work performed by the teacher in the teacher's former position but shall be work commensurate with the teacher's qualifications, experience and previous classification.

(e) An employer may request, but not require, a teacher working part-time under this clause to work outside or in excess of the teacher's ordinary hours of duty provided for in accordance with paragraph (a) hereof.

#### (7) Termination of Employment

(a) The employment of a part-time teacher under this clause may be terminated in accordance with the provisions of the Award and/or this Agreement but may not be terminated by the employer because the teacher has exercised or proposes to exercise any rights under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.

(b) Any termination benefits payable to a teacher whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time teacher as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time teacher on a pro-rata basis.

#### (8) Replacement Teachers

(a) A teacher specifically engaged as a result of a teacher proceeding on part-time employment under this subclause will normally be a replacement teacher.

(b) Before an employer engages a replacement teacher under this subclause, the employer shall inform that person of the temporary nature of the employment and the rights of the teacher who is being replaced.

(c) Before an employer temporarily promotes or transfers a teacher to replace a teacher exercising rights under this clause the employer shall inform that person of the temporary nature of the promotion or transfer and the rights of the teacher who is being replaced.

(d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement teacher.

## 21.—REDUNDANCY PROVISIONS

(1) Should a position in a Catholic school become redundant then the provisions of—

- (a) the Workplace Relations Act (1996); and/or
  - (b) the Catholic Education Commission of Western Australia policy on redundancy; and/or
  - (c) this Agreement,
- whichever is the greater, shall apply.

(2) In calculating the years of service of a teacher, all continuous service within Catholic schools in Western Australia will be considered and not only the service completed at the current school.

(3) Where a school proposes to make one or more teaching positions redundant the employer shall make redundancy payments to the teachers made redundant—

<u>Period of Service</u>	<u>Weeks of severance pay.</u>
Less than 1 year	Nil
One year and less than two years	4 weeks
Two years and less than three years	6 weeks
Three years and less than four years	7 weeks
Four years and above	2 weeks per year of service to a maximum of 16 weeks.

(4) When the employer identifies a potential redundancy and before a teacher is named as the person whose position has been declared redundant, the employer shall offer all teachers at that school the opportunity to take leave without pay for a period of one school year or such a period to resolve the potential redundancy. Where a suitable application is received that resolves the potential redundancy, then the teacher shall be granted leave without pay for the period.

(5) Continuity of service for all purposes of the Award and/or this Agreement shall apply where a teacher has been made redundant and is re-employed by a Catholic school within six months.

(6) If during the life of this Agreement the Australian Industrial Relations Commission moves to a new redundancy standard in excess of the provisions of this clause, then the new standard will apply and as such the parties agree to amend this Agreement accordingly.

(7) Notwithstanding the other provisions of this clause, nothing shall prevent the parties from negotiating a redundancy settlement in excess of the provisions as determined in subclause (3) of this clause.

#### 22.—PLAYGROUND DUTY

Where a teacher is required to perform playground supervision, such supervision shall be so rostered as to allow a fair and reasonable midday meal break.

#### 23.—FLEXIBILITY IN THE SCHOOL DAY/YEAR

(1) Flexible working hours for teachers may be implemented at schools where an improved curriculum can be offered, or more effective and efficient use of resources occurs.

The following criteria shall be applied prior to the implementation of flexible hours—

- (a) a consultative process to occur at school level involving all stakeholders, including the ISSOA, school decision making groups, parents, students and staff;
- (b) issues such as duty of care, health, safety and welfare, equity and other legislative requirements allowed for;
- (c) workloads and career aspirations have been considered;
- (d) individual circumstances have been fairly and reasonably considered;
- (e) the distribution of hours to be equitable.

(2) Specifically excluded from these flexibility arrangements are increased working hours for teachers.

#### 24.—MANNER OF LIFE

(1) Where an allegation has been made against a teacher with regard to the teacher's manner of life and/or stated beliefs which may be in breach of Clause 11.—Conditions of Employment, subclause (2)(a) of this Agreement, the following procedures shall apply—

##### (2) The Allegation

(a) Any allegation for breach of this clause shall be directed to the Principal of the school in which the teacher is employed and shall be in writing stating—

- (i) the nature of the allegation;
- (ii) the proof supporting the allegation; and
- (iii) the source of the allegation.

(b) The person/s making the allegation must have direct knowledge of the alleged breach and shall be required to support the allegation in conformity with the provisions as outlined in paragraph (a) of this subclause.

(c) The Principal and/or the person/s making the allegation should observe confidentiality at all times and the Principal shall advise such person/s of the seriousness of their allegation and counsel such person/s of the consequences of malicious, false or exaggerated allegations.

(d) The employer shall record the details of the allegation and where necessary clarify any matter pertaining to the allegation.

##### (3) Advising the Teacher

(a) (i) Should the employer determine that the allegation cannot be sustained, the matter shall be discontinued and the person/s making the allegation advised accordingly.

(ii) Should the circumstances warrant, the employer may advise the teacher of the allegation and the outcome as prescribed in paragraph (a)(i) of this subclause.

(b) If the employer determines that the allegation needs to be acted upon, he/she shall advise the teacher in writing stating—

- (i) the nature of the allegation;
- (ii) the proof supporting the allegation;
- (iii) the source of the allegation;
- (iv) the potential consequences if the allegation is proven;
- (v) that the teacher is not required to answer the allegation immediately but may elect to seek the appropriate advice and representation; and
- (vi) a reasonable time frame for a response.

(4) Where an allegation for breach of this clause has been confirmed by the teacher, the teacher shall be offered the opportunity to rectify the matter where possible, in a manner agreed between the teacher and the employer. Such agreement shall be in writing.

(5) Should the matter not be resolved in accordance with subclauses (3) or (4) of this clause, the provisions of Clause 30.—Dispute Avoidance and Grievance Procedures of this Agreement shall apply.

#### 25.—PROFESSIONAL DEVELOPMENT

Professional development has as its priority the upgrading of professional knowledge and skills. Both the school and the teacher should share the responsibility of teachers' professional development.

In addition to courses provided in school hours, the parties accept that courses outside of school hours should be made available to teachers. Access to such courses should be at the discretion of the teacher.

#### 26.—PROFESSIONAL RESPONSIBILITIES

(1) The parties recognise that there is a wide range of duties and responsibilities involved in the profession of teaching.

(2) The parties recognise that the following principles apply in addressing the fair and reasonable participation of teachers—

- (a) Much of the life and culture of the school is derived from school activities involving teachers and students conducted outside regular classroom contact;
- (b) The efforts of teachers who contribute significantly to the life and values of the school should be recognised;
- (c) Duty of care responsibilities must be considered in the planning of all activities conducted by the school;
- (d) There will be collaborative planning between school and staff in the allocation of teachers to all activities conducted by the school;
- (e) The competence, skills and qualifications of teachers, including part-time teachers, will be considered in the planning and allocating of activities conducted by the school, having regard for the teacher's professional development and family responsibilities;
- (f) Some schools may have expanded educational programs which may require flexible employment arrangements.

#### 27.—SUMMATIVE APPRAISAL

During the life of this Agreement, all forms of teacher appraisal (including Summative and Senior Teacher appraisal) will be re-negotiated.

#### 28.—PART TIME TEACHERS

##### (1) Contract of employment

(a) In engaging a part time teacher schools will recognise that part time teachers are entitled to supplement their income through other employment.

(b) The number of hours of scheduled class time and professional responsibilities and duties of a part time teacher shall

be set out in writing by the employer at the time of engagement and at any other time when a variation occurs.

(2) A part time teacher's weekly rate of pay shall be assessed according to the following formula—

$$\frac{\text{Hours worked}}{\text{Full time teachers' hours}} \times \frac{\text{the appropriate}}{\text{full time salary}}$$

*Note: Hours = the number of hours of scheduled class time for the teacher*

(3) A part time teacher in a Primary School shall be given a proportional amount of release time for planning and preparation as given to a full time teacher in that school.

(4) A part time teacher shall be expected to undertake a proportional number of additional duties normally expected of a full time teacher in that school, provided that those duties fall at times adjoining that teacher's normal scheduled classroom teaching hours or on a usual day of employment, e.g. yard supervision, staff meetings, etc.

(5) Additional hours

(a) Where an employer requires and the part time teacher agrees to work additional hours, the teacher shall be paid for each additional hour or part thereof at that teacher's normal part-time hourly rate of pay.

(b) Such additional hours worked under this arrangement shall not result in proportionate adjustments under any other clause in the Award or this Agreement.

(6) Variation of hours

(a) The school may vary the teaching load of a part time teacher from the beginning of each school year with 6 weeks notice or at any time by agreement with the teacher.

(b) In the absence of the required notice as per subclause (a) and provided that the change involves a decrease in salary, the teacher's salary will be maintained at its former level for the period of the notice not given.

29.—SPECIAL LEAVE

(a) A teacher shall, on sufficient cause being shown, be granted special leave with pay.

(b) "Sufficient cause" is defined as a matter or situation for which—

- (i) no other paid leave is available
- (ii) no other arrangements can reasonably be made
- (iii) the absence from duty is required due to pressing necessity.

(c) The period determined at the discretion of the employer having regard to all of the circumstances but would not normally exceed 3 days for any one instance.

30.—DISPUTE AVOIDANCE AND GRIEVANCE PROCEDURE

(1) The objective of these procedures is the avoidance and resolution of industrial disputation by measures based on consultation, co-operation and negotiation and the parties to a dispute shall make reasonable attempts to resolve the matter by mutual discussion and determination.

(2) Without prejudice to either party, the parties to this Agreement shall ensure the continuation of work in accordance with the Award, this Agreement and the custom and practice in Catholic Schools in Western Australia.

(3) (a) In the event of any matter arising which is of concern, the teacher shall discuss this matter with the Principal or his/her nominee.

(b) If the matter is not resolved at this level, the teacher and/or the Principal may refer the matter to the Independent Schools Salaried Officers' Association and/or the Catholic Education Office (Employee and Community Relations Team).

(In an attempt to resolve the matter it may be necessary to have formal discussion between the ISSOA and the Director of Catholic Education in Western Australia.)

(c) If the matter cannot be resolved at this level it may be referred to the Western Australian Industrial Relations Commission.

(4) Nothing contained in this procedure shall prevent the Secretary of the ISSOA or his/her nominee or the Director of Catholic Education in Western Australia or his/her nominee from entering into negotiations at any level either at the

request of any of the parties to the dispute or on their own initiative in respect of matters in dispute should such action be considered conducive to achieving resolution of the dispute.

31.—SIGNATURES

.....  
 (Signature)  
 (Name of signatory in block letters)  
 The Sisters of the Holy Family of Nazareth  
 .....  
 (Signature)  
 (Name of signatory in block letters)  
 Independent Schools Salaried Officers'  
 Association of Western Australia,  
 Industrial Union of Workers

**WESTERN AUSTRALIAN CATHOLIC SCHOOLS  
 (ENTERPRISE BARGAINING) AGREEMENT  
 No. 4 of 2000.  
 No. AG 164 of 2000.**

**2000 WAIRC 00449**

WESTERN AUSTRALIAN  
 INDUSTRIAL RELATIONS COMMISSION.  
**PARTIES** THE INDEPENDENT SCHOOLS  
 SALARIED OFFICERS'  
 ASSOCIATION OF WESTERN  
 AUSTRALIA, INDUSTRIAL UNION  
 OF WORKERS & OTHER V (NOT  
 APPLICABLE)  
**CORAM** COMMISSIONER S J KENNER  
**DELIVERED** MONDAY, 28 AUGUST 2000  
**FILE NO/S** AG 164/2000

**Representation**  
**Applicant** Mr N Briggs  
**Respondent**

*Order.*

HAVING heard Mr N Briggs on behalf of the applicant and there being no appearance on behalf of the respondent and by consent the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

- (1) THAT the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 4 of 2000 as filed in the Commission on 10 July 2000 in the terms of the following schedule be and is hereby registered as an industrial agreement.
- (2) THAT the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 4 of 1998 No AG 150 of 1998 be and is hereby cancelled.

(Sgd.) S.J. KENNER,  
 Commissioner.

[L.S.]

Schedule.

1.—TITLE

This Agreement shall be known as the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 4 of 2000 and shall replace the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 4 of 1998.

2.—ARRANGEMENT

- 1. Title
- 2. Arrangement
- 3. Parties to the Agreement
- 4. Scope of Agreement
- 5. Relationship to Parent Award

6. Term of Agreement
7. Expiration of Agreement
8. No Extra Claims
9. No Duress
10. Objects of the Agreement
11. Conditions of Employment
12. Contract of Service
13. Salaries
14. Deferred Salary Scheme
15. Promotional Positions
16. Location Allowances
17. Sick Leave
18. Family Leave
19. Long Service Leave
20. Parental Leave
21. Redundancy Provisions
22. Playground Duty
23. Flexibility in the School Day/Year
24. Manner of Life
25. Professional Development
26. Professional Responsibilities
27. Summative Appraisal
28. Part Time Teachers
29. Special Leave
30. Dispute Avoidance and Grievance Procedure
31. Signatures

### 3.—PARTIES TO THE AGREEMENT

This Agreement is made between the Institute of the Blessed Virgin Mary and the Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers (the ISSOA), a registered organisation of employees.

### 4.—SCOPE OF AGREEMENT

(1) This Agreement shall apply to all teachers who are covered by the provisions of the Independent Schools' Teachers' Award (1976), as amended.

(2) The number of teachers covered by this agreement is 17.

### 5.—RELATIONSHIP TO PARENT AWARD

Except as provided by this Agreement, the conditions of employment of teachers employed in Catholic Schools in Western Australia will be in accordance with the Independent Schools' Teachers' Award (1976), as amended.

### 6.—TERM OF AGREEMENT

(1) This Agreement shall come into effect on and from 1 July 2000 and shall expire on 30 June 2003.

(2) During the term of this Agreement, the provisions of this Agreement may be varied by mutual agreement between the parties.

### 7.—EXPIRATION OF AGREEMENT

(1) On the expiration of this Agreement and in the absence of the registration of a subsequent Enterprise Agreement, the provisions of this Agreement shall prevail for the purposes of the conditions of employment that will apply to teachers covered by this Agreement.

(2) Negotiations for a new Enterprise Agreement will commence 6 months prior to the expiry of this Enterprise Agreement.

### 8.—NO EXTRA CLAIMS

It is a condition of this Agreement, that the parties will not make any further claims with respect to salaries and conditions during the period of this Agreement unless they are consistent with the State Wage Fixing Principles.

### 9.—NO DURESS

This Agreement was not entered into by either of the parties under duress from the other party or any other person or persons.

### 10.—OBJECTS OF THE AGREEMENT

In reaching this agreement the parties have recognised—  
Catholicity—

- The need to maintain a just working environment in which education can be provided in harmony with the aims, objectives and philosophy of Catholic education.

### Professionalism—

- A mutual responsibility to protect, develop and enhance Catholic education within the State of Western Australia.
- The need to safeguard and enhance the quality of teaching and learning in Catholic schools in Western Australia and the public perception of it.

### Flexibility—

- The variety of educational and managerial arrangements that exist requiring flexibility in the application of regulations that govern employment practices.
- The need to consolidate, and develop further, initiatives arising out of the award restructuring process.
- Productivity and efficiency have a growing influence in educational policies and practices.

Schools are expected to do more with the same level of resources, necessitating productivity and efficiency improvements which may be qualitative rather than quantitative.

### 11.—CONDITIONS OF EMPLOYMENT

The parties acknowledge that the following *Conditions of Employment of Teachers in Catholic Schools in WA (2000)* is an official statement of the Catholic Education Commission of Western Australia and as such applies to all teachers employed in a Catholic school in Western Australia.

#### Conditions of Employment of Teachers in Catholic Schools in WA (2000)

##### 1. The Employing Authority

1.1 In Diocesan accountable schools, the teacher is employed by the Bishop of the Diocese who delegates this power to the school board.

1.2 In Order accountable schools the teacher is employed by the Congregational Leader who may delegate this authority to a school board or principal.

##### 2. The Fundamental Responsibilities of the Teacher

A teacher is required, under the direction of the Principal, to contribute actively towards;

- 2.1 the maintenance of the Catholicity of the school through a manner of life and stated beliefs which are in keeping with the teachings of the Catholic Church;
- 2.2 the promotion of the religious instruction and formation of pupils in accordance with the directives and requirements of the Catholic Education Commission and the Bishop of the Diocese;
- 2.3 the undertaking of appropriate accreditation programs, as required.

##### 3. Duties

The teacher is required to;

- 3.1 perform such duties, teaching and non—teaching, as are customarily rostered and shared by all staff;
- 3.2 help ensure the provision of a Catholic perspective in the activities of the school;
- 3.3 model the leadership that is appropriate for all members of the school community;
- 3.4 keep abreast of current developments in educational theory and practice;
- 3.5 demonstrate a pastoral concern for each member of the school community.

##### 4. Other Matters

4.1 A full time teacher shall be permitted to engage in other employment provided that

- (i) such employment does not affect the teacher's employment and professional responsibilities to the school, and
- (ii) the principal is notified

4.2 Any fraudulent misrepresentation in the teacher's curriculum vitae, or other documentation presented to the employer, which impacts on the employment contract of the teacher may result in the termination of the employment contract.

4.3 The teacher has the responsibility to advise the employer of any previous or current criminal convictions or proceedings that may conflict with the stated philosophy of a Catholic school and the objects of this agreement. The teacher acknowledges that the employer has the right to enquire about such convictions or proceedings, provided that the employer notifies the teacher of any inquiry prior to it being conducted.

#### 12.—CONTRACT OF SERVICE

(1) When a teacher accepts an appointment within the Catholic system in Western Australia for the first time, the appointment is probationary and as such the teacher is subject to professional appraisal in the second year of employment so as to confirm ongoing employment.

(2) (a) Except in the case of a relief or temporary teacher, the termination of the service of a teacher shall require a minimum of six weeks' notice by either party to take effect from the close of school business at the end of the school term.

(b) Provided that the requirements of this subclause may be waived in part or in whole by mutual agreement between the teacher and the employer. Any request to waiver such notice shall not be unreasonably withheld by the employer, where it is deemed that the teacher has not been able to give the required notice through no fault of their own.

(c) Subject to the provisions of this subclause, failure to give the required notice shall make either party liable for the payment to the other party of an amount equivalent to the period of notice not given.

(d) When a teacher resigns, the employer reserves the right to withhold or recover an amount equivalent to any period of overpayment of salary. However, approval must be obtained from the Director of Catholic education before such action is proceeded with.

#### 13.—SALARIES

(1) The minimum annual rate of salary payable to teachers engaged in the classifications prescribed in Clause 11.—Salaries of the Award shall be—

Step	Salary (\$)
Step 1	24,156
Step 2	25,570
Step 3	30,924
Step 4	32,672
Step 5	33,964
Step 6	36,002
Step 7	37,395
Step 8	39,081
Step 9	41,827
Step 10	43,113
Step 11	44,898
Step 12	46,428
Step 13	48,264

(2) Notwithstanding subclause (1) of this clause, if, during the life of this Agreement, the Education Department of Western Australia salaries receive a further general increase, then the rates in (1) shall increase by that general increase from the same operative date as the EDWA increase.

(3) Subject to the provisions for implementing the classification set out in the Appendix to the Award, an appointee to a Senior Teacher classification shall be entitled to the following annual allowance—

- (a) Level One—3.2 % of the maximum total salary per annum as prescribed in subclause (1) of this clause.
- (b) Level Two—6.9% of the maximum total salary per annum as prescribed in subclause (1) of this clause.

(4) Notwithstanding the provisions of subclause (5) of Clause 11.—Salaries of the Award, relief teachers employed for five (5) days or less may be engaged by the day or half day. A half day is determined as the hours usually worked in a school prior to or immediately following the lunch break.

(5) Accreditation B Certificate

- (a) The holding of the study component of a current Accreditation B Certificate would allow a 3 year trained teacher with the 2 years of full time equivalent experience at Step 9 to move to Step 10 from 1 July 2000 and to step 11 from 1 January 2002.

- (b) Thereafter, progression from Step 9 to Step 10 and then to Step 11, shall be by biennial steps for 3 year trained teachers.

(6) Upgrading from a 3 year to a 4 year qualification

When a teacher upgrades their teaching qualification from 3 years to 4 years, then in calculating the new position on the incremental scale in sub-clause(1), all previous relevant full time equivalent experience shall count.

(7) Salary Packaging

Salary packaging in compliance with the Catholic Education Commission of Western Australia's statement shall be available to teachers from 1 July 2000.

#### 14.—DEFERRED SALARY SCHEME

Teachers may apply to have their salary payments deferred in accordance with the provisions of this clause.

(1) Eligibility

- (a) Teachers who have been employed within the Catholic system for a minimum of two (2) years, including full time and part time teachers, are eligible to apply.

- (b) Approval of applications will be determined by the employer based on the needs and requirements of the school.

(2) Period of Leave

- (a) The period of leave will be for twelve (12) months, from 1 January to 31 December.

- (b) Participants will not be able to return to a position at the same school during the 12 month leave period.

- (c) Should alternative employment be sought during the year of leave, the teacher is to advise the employer.

- (d) Should employment as a teacher be pursued within a Catholic school, only relief work may be undertaken by the teacher.

- (e) The year of leave, the fifth year, will be taken in accordance with the conditions as prescribed within Clause 8—Leave, (3) Leave Without Pay of the Independent Schools' Teachers' Award.

(3) Payment of Salary

- (a) During the four year accrual period participants in the scheme receive 80% of their normal fortnightly salary and will thus be taxed at this reduced rate of pay. Normal salary is defined as a teacher's normal fortnightly salary plus any associated teaching allowances.

In the fifth year, when leave is taken, the participants will receive the money contributed over the four year period. This amount can be paid fortnightly; in one lump sum payment; or two payments, one in each of the financial years.

- (b) The participant will be taxed only on the amount actually received, in this case approximately 80% of the normal salary (including allowances). This is a significant taxation incentive for participants. It is recommended that, prior to entering into this scheme, prospective participants discuss taxation implications and other related issues with their accountant or financial adviser.

- (c) It should be noted that interest is not paid on amounts accumulated during the accrual period. A taxation ruling prohibits such payment on the basis that people taking advantage of a taxation incentive cannot derive interest on those funds. Interest accrued will be utilised to offset the administrative costs of the fund.

(4) Suspension of Contributions

- (a) Participation in the scheme will be suspended during any period of unpaid leave. Any period of unpaid leave will reduce payments into the fund and therefore proportionately reduce the accrued payment in the year of leave.

- (b) A participant may elect to suspend contributions for a period of less than twelve months once during the accrual period. This will also reduce the accrued payment in the year of leave.

- (c) The employer retains the discretionary authority to approve suspension for a period of twelve (12) months at the request of the participant. Such a suspension will extend the taking of the year of leave by one (1) year.

(5) Withdrawal

- (a) The participant may withdraw from the scheme at any time by notifying the employer in writing. It should be noted that only the exact money paid into the scheme will be paid in a lump sum on withdrawal and no interest will be paid on this amount.
- (b) The participant who withdraws from the scheme will be taxed on the lump sum payment and any other salary received during that financial year. Significant taxation implications may, therefore, apply.

(6) Long Service Leave, Sick Leave and Increment Entitlements

- (a) A participant in the scheme will accrue the above entitlements at 100% of the normal accrual rate over the first four years only. The fifth year, the year of leave, is a non-accrual period.
- (b) If a participant becomes eligible for long service leave during the fourth year of the deferred salary scheme, the long service leave entitlement will further be deferred and taken in the fifth year of the scheme or taken in the final term/semester of the fourth year of the scheme, or the first term/ semester of the sixth year.

(7) Workers' Compensation

- (a) Participants in the scheme are covered by workers' compensation during the first four years of the scheme at 100% of their normal salary. A participant in receipt of workers' compensation during the first four years may elect to continue in the deferred salary scheme or suspend their contributions until their return to full duties.
- (b) Any period of suspension due to workers' compensation shall be undertaken in accordance with subclause (4) of this clause.
- (c) During the fifth year, the year of leave, the participant is not covered by workers' compensation.

(8) Superannuation

Contributions are based on 100% of the participant's normal salary over the first four years only.

(9) Fund Management

The scheme will be managed by the Catholic Education Office. During the four year accrual period, schools will remit 20% of salary foregone to the Office on a two or four weekly basis. Participants will receive a statement from the Office at the end of each year showing the amount accumulated in the scheme. At the beginning of the fifth year, when leave is taken, the accumulated amount will be forwarded to the participant's school for payment through the school's payroll. All contributions to the scheme are guaranteed by the Catholic Education Office of WA.

(10) Portability

- (a) Teachers are able to maintain their participation in the scheme should they transfer their employment between Catholic schools or to the Catholic Education Office.
- (b) The teacher is obliged to notify the principal prior to appointment of their participation in the Deferred Salary Scheme and the date that leave is due to be taken.
- (c) Participation in the Deferred Salary Scheme shall not impede an application for employment in a Catholic school.

(11) Implementation Date

- (a) Applications are to be forwarded to the Principal by the close of business 31 August of the year prior to the year of commencement.
- (b) Schools will endeavour to notify the teacher of the result of their applications by 31 October of the same year.

15.—PROMOTIONAL POSITIONS

(1) The minimum promotional allowance payable to teachers engaged in the classifications prescribed in Clause 11.—Salaries, subclause (7) of the Award shall be—

- (a) Promotion Level 1 Category A: 14.8% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.
- (b) Promotion Level 1 Category B: 12.5% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.
- (c) Promotion Level 1 Category C: 10.0% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.
- (d) Promotion Levels 2, 3 and 4 shall be paid 70%, 50% and 30% respectively of Promotion Level 1 of the appropriate school category.

(2) In lieu of subclause (1) of this clause, a school may

- (a) after consultation with the staff and
- (b) with the agreement of the parties to this Agreement

opt to introduce a school based system of promotional positions to replace the arrangements in subclause (1).

(3) The structure and minimum promotional allowance payable to teachers engaged in the classifications prescribed in Clause 11.—Salaries, subclause (8), of the Award shall be as follows:

- (a) In schools with 100—300 students;
- (i) one Assistant Principal at 15.5% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement; or
- (ii) two Assistant Principals each at 7.75% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.
- (b) In schools greater than 300 students;
- (i) two Assistant Principals each at 15.5% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement; or
- (ii) three Assistant Principals each at 10.3% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.

16.—LOCATION ALLOWANCES

Teachers shall be paid the allowance provided for below in lieu of the allowance prescribed in subclause (1) of Clause 17.—Location Allowances of the Award.

Town	Full Rate Allowance \$/week	Half Rate Allowance \$/week
Balgo Hills	160.24	80.12
Boulder	14.42	7.21
Beagle Bay	145.36	72.68
Billiluna	160.24	80.12
Broome	104.97	52.48
Carnarvon	45.15	22.58
Derby	109.62	54.81
Esperance	27.11	13.56
Gibb River	160.24	80.12
Kalgoorlie	14.42	7.21
Karratha	108.38	54.19
Kununurra	137.68	68.89
Lake Gregory/Mulan	160.24	80.12
Lombadina	145.36	72.68
Mullewa	5.52	2.76
Port Hedland	101.07	50.54
Red Hill/Halls Creek	129.18	64.59
Ringer Soak	160.24	80.12
Southern Cross	26.48	13.24
Tardun	47.93	23.97
Turkey Creek	145.36	72.68
Wyndham	136.66	68.33

17.—SICK LEAVE

A medical certificate from a legally qualified medical practitioner shall be regarded as proof of sickness.

## 18.—FAMILY LEAVE

## (1) Use of sick leave

(a) A teacher with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill. Such leave shall not exceed five (5) days in any calendar year and is not cumulative.

(b) The teacher shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

## (c) The entitlement to use sick leave is subject to—

- (i) the teacher being responsible for the care of the person concerned; and
- (ii) the person concerned being either a member of the teacher's immediate family or a member of the teacher's household.

(d) The teacher shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the teacher, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the teacher to give prior notice of absence, the teacher shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

## (2) Use of unpaid leave

A teacher may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill.

(3) Nothing contained in this clause shall prevent a teacher from making application for leave as prescribed in Clause 8.—Leave, subclause (1) Special Leave of the Award.

## 19.—LONG SERVICE LEAVE

(1) As from 1 January 1995, a teacher's entitlement to paid long service leave for each year of service within the Catholic Education system, will accrue at the following rates—

- (a) up to ten years of continuous service, 1.3 weeks for each year of service;
- (b) for each subsequent year, 1.86 weeks for each year of service.

(2) Subject to subclause (5) of this clause, a teacher who has accrued a minimum entitlement of ten weeks' long service leave shall be entitled to take such leave.

(3) For any service prior to the 1st January 1995, the provisions of long service leave shall be that which is prescribed under the terms of the Award.

(4) The process required for the taking of leave shall be as follows—

- (a) the employer shall advise the teacher of his/her impending entitlement to take long service leave prior to the completion of term three in the year preceding the entitlement becoming due;
- (b) the teacher shall advise the employer no later than the commencement of term four of the preceding year of their intention or otherwise to take leave;
- (c) where an agreement has been reached for the taking of long service leave and circumstances arise that necessitates an adjustment of such leave, then any request for the adjustment shall not be unreasonably withheld.

(5) Where the continuous service of a teacher during the period of accrual contains any period which is less than full time then that teacher's entitlement shall be calculated as follows;

- (a) the number of weeks accrued shall be in accordance with subclause (1) above; and
- (b) payment for the period accrued shall be the average that the teacher's hours bears to that of a full time teacher over the accrual period.

(6) The teacher continues to accrue long service leave entitlement for any period during which the teacher is absent on full pay from his/her duties; long service leave does not

accrue for any period exceeding two weeks during which the teacher is absent on unpaid leave.

(7) (a) For the purposes of calculating long service leave entitlement the employer shall allow a break of service up to two terms without penalty to the teacher. Such a break in service shall be deemed to be 'leave without pay' for the purposes of calculating that teacher's entitlement.

(b) The provisions of this subclause shall not prevail if a teacher has been paid a pro-rata payment for accrued long service leave at the time of the break of service.

(8) Vacation leave observed by the school shall count for the purposes of calculating a teacher's entitlement to long service leave.

(9) Any public holiday which occurs during the period a teacher is on long service leave shall be treated as part of the long service leave and extra days in lieu thereof shall not be granted.

(10) Where a teacher has become entitled to a period of long service leave in accordance with the clause, the teacher shall commence such leave as soon as possible after the accrual date by one of the following options, at a time mutually agreed between the employer and the teacher;

- (a) as a term with the excess entitlement being retained as unused accrued long service leave; or
- (b) as a semester, with approved leave without pay for that portion which exceeds the fully accrued long service leave entitlement; or
- (c) with the agreement of the employer, as a term with the excess entitlement being paid for in addition to the ordinary payment for such leave.
- (d) with the agreement of the employer and in special circumstances, a lesser period may be taken than that prescribed in this subclause

(Notation: For the purposes of this subclause a semester is defined as school terms 1 and 2 or 3 and 4.)

(11) Payment for long service leave shall be made in full before the teacher goes on leave, or by agreement between the teacher and the employer at the same time as the teacher's salary would have been paid if the teacher had remained at work.

(12) Where a teacher has completed at least 7 continuous years of service and employment is terminated—

- (a) by the teacher's death; or
- (b) in any circumstances, other than serious misconduct; the amount of leave shall be such as has accrued under the provisions of subclause (1) of this clause.

(13) In the case to which subclause (12) of this clause applies, and in any case in which the employment of the teacher who has become entitled to leave hereunder is terminated before such leave is taken or fully taken, the employer shall;

- (a) upon termination of employment otherwise than by death, pay to the teacher; or
- (b) upon termination of employment by death, pay to the personal representative of the teacher upon request by the personal representative,

a sum equivalent to the amount which would have been payable in respect of the period of leave to which he/she is entitled or deemed to have been entitled and which would have been taken but for such termination.

Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.

(14) Accrued long service leave entitlements are portable between all Catholic schools in Western Australia and those schools subject to the Catholic Schools Long Service Leave Interstate Portability Agreement.

## 20.—PARENTAL LEAVE

Subject to the terms of this clause, a teacher is entitled to maternity, paternity and adoption leave and to work part time in connection with the birth or adoption of a child.

**Part 1—Parental Leave**

## (1) Eligibility for Maternity and Paternity Leave

- (a) If a teacher or the teacher's spouse becomes pregnant, the teacher shall, subject to the conditions

hereunder, be entitled to parental leave in accordance with the provisions of this clause.

Conditions of eligibility:

- (i) The teacher is a full-time teacher or is a part-time teacher whose teaching allotment is not less than three hours per week, but not a relief teacher.
  - (ii) The teacher has had not less than 12 months continuous service in Catholic education in Western Australia immediately preceding the date upon which the teacher proceeds on such leave.
  - (iii) The teacher shall produce to the employer a certificate from a legally qualified medical practitioner stating the presumed date of confinement.
  - (iv) The teacher shall produce a statutory declaration stating particulars of any period of parental leave sought or taken by the teacher's spouse and that for the period of parental leave the teacher will not engage in any action inconsistent with the teacher's contract of employment.
- (b) Such leave shall be without pay.
  - (c) The teacher's entitlement shall be reduced by any period of parental leave taken by the teacher's spouse in relation to the same child and, apart from parental leave of up to one week at the time of confinement, shall not be taken concurrently.
- (2) Single Period of Parental Leave and Commencement
- (a) Subject to subclauses (3) and (6) hereof,
    - (i) the period of maternity leave shall be for an unbroken period of from six (6) to one hundred and four (104) weeks and shall include a period of six (6) weeks compulsory leave to be taken immediately following confinement;
    - (ii) the period of paternity leave shall be for an unbroken period of from one (1) to one hundred and four (104) weeks and shall include a period of one (1) week compulsory leave to be taken immediately following confinement.
    - (iii) however, the period of leave for a replacement teacher shall not extend beyond the period for which they have been engaged as a replacement teacher.
  - (b) A teacher shall not less than ten (10) weeks prior to the presumed date of confinement produce to the employer the certificate referred to in subclause (1)(a)(iii) and give notice in writing to the employer setting out the presumed date of confinement and the date upon which the teacher proposes to commence parental leave stating the period of leave to be taken.
  - (c) An employer by not less than fourteen (14) days' notice in writing to the teacher, may require the teacher to commence maternity leave at anytime within the six (6) weeks immediately prior to her presumed date of confinement, except where the teacher can produce a medical certificate from the legally qualified medical practitioner in subclause (1)(a)(iii) stating that they are fit to continue normal duties during the six (6) weeks prior to the presumed date of confinement.
  - (d) A teacher shall not be in breach of this provision as a consequence of failure to give the stipulated period of notice in accordance with paragraph (c) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.
- (3) Further period of Parental Leave resulting from a subsequent pregnancy
- (a) For the purposes of this clause a further period of parental leave shall mean a period of parental leave resulting from a subsequent pregnancy taken without a return to work from an initial period of parental leave and shall be deemed to be a new and separate period of parental leave.
    - (b) When a teacher who is already on parental leave under this clause applies for a further period of leave because of a subsequent pregnancy, the period of parental leave shall be for an agreed period and shall commence from the date of confinement and shall cease at either the start of the next school year or the start of the year following as determined by the teacher.
    - (c) Application for a subsequent period of parental leave shall comply with the provisions contained in subclauses (1) and (2) above, save that this will not require a teacher currently on paternity leave to return to work during the period of compulsory maternity leave of the mother following the birth of another child.
- (4) Transfer to a Safe Job prior to Maternity Leave
- (a) When in the opinion of a legally qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the teacher make it inadvisable for the teacher to continue at her present work the teacher shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
  - (b) If the transfer to a safe job is not practicable, the teacher may, or the employer may require the teacher to take leave for such period as is certified necessary by a legally qualified medical practitioner and such leave shall be treated as maternity leave for the purposes of subclauses (9), (10), (11) and (13) hereof.
- (5) Variation of Maternity Leave
- (a) Provided the addition does not extend each period of parental leave beyond one hundred and four (104) weeks, the period may be lengthened only once (save with the agreement of the employer) by the teacher giving not less than seven (7) weeks notice in writing stating the period by which the leave is to be lengthened.
  - (b) The period of leave may, with the consent of the employer, be shortened by the teacher giving not less than seven (7) working weeks notice in writing stating the period by which the leave is to be shortened.
  - (c) The provisions of paragraphs (a) and (b) hereof do not apply to those teachers taking further periods of leave, unless the employer consents.
- (6) Cancellation of Parental Leave
- (a) Parental leave applied for but not commenced shall be cancelled where the pregnancy of a teacher or the teacher's spouse terminates other than by the birth of a living child.
  - (b) Where the pregnancy of a teacher then on maternity leave terminates other than by the birth of a living child, it shall be the right of the teacher to resume work at a time nominated by the employer (which shall be no later than the beginning of the next succeeding term from the date of the notice in writing by the teacher to the employer that she wishes to resume work).
  - (c) In this case the teacher may undertake temporary employment with another employer without affecting his/her contract of service with the school from which he/she took leave.
- (7) Special Maternity Leave and Sick Leave
- (a) Where the pregnancy of a teacher not then on maternity leave terminates after twenty-eight (28) weeks other than by the birth of a living child, then—
    - (i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a legally qualified medical practitioner certifies as necessary before her return to work; or
    - (ii) for illness other than the normal consequences of confinement she shall be entitled either in lieu of or in addition to special maternity leave to such paid sick leave to which she is then

entitled and which a duly qualified medical practitioner certifies as necessary before her return to work.

- (b) Where a teacher not then on maternity leave suffers illness related to her pregnancy, she may take such sick leave to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a legally qualified medical practitioner certifies as necessary before her return to work provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed one hundred and four (104) weeks for the first period of maternity leave.
- (c) For the purposes of subclauses (8), (9) and (10) hereof maternity leave shall include special maternity leave.
- (d) A teacher returning to work after a period of leave taken pursuant to this subclause shall, subject to paragraph (e), be entitled to a position commensurate with her qualifications, experience and previous classification.
- (e) A part-time teacher shall be entitled to return to a position which includes the same number of hours per week but not necessarily the same times or class levels.

#### (8) Parental Leave and Other Entitlements

Provided the aggregate of leave, including leave taken pursuant to subclauses (4) and (7) hereof, does not exceed one hundred and four (104) weeks for each period of parental leave or does not negate the obligation to return to work at the beginning of the school year for further periods of parental leave as defined in subclause (3)(a);

- (a) a teacher may in lieu of or in conjunction with parental leave take any annual leave or long service leave or any part thereof to which the teacher is then entitled;
- (b) paid leave other than long service leave is not available to a teacher during the teacher's absence on parental leave.

#### (9) Effect of Parental Leave on Employment

Notwithstanding any provision to the contrary, absence on parental leave shall not break the continuity of service of a teacher but shall not be taken into account in calculating the period of service for any purpose of this Agreement.

#### (10) Termination of Employment

- (a) A teacher on parental leave may terminate employment at any time during the period of leave by due notice given.
- (b) An employer shall not terminate the employment of a teacher on the grounds of pregnancy or absence on parental leave but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

#### (11) Return to work after a single period of Parental Leave

- (a) Except as provided in paragraph (b) hereof, a teacher will return to work only from the beginning of a school term, preferably from the beginning of a school year and will indicate an intention of returning to work by giving in writing not less than seven (7) working weeks' notice wholly within a school term, that notice to be immediately prior to the proposed school term of commencement.
- (b) An employer may by agreement with the teacher arrange for a teacher to return to work at some date other than the commencement of a school term.
- (c) Provided the notice required pursuant to paragraph (a) above has been given, a teacher shall be entitled to a position commensurate with the teacher's qualifications, experience and previous classification.
- (d) A part-time teacher shall be entitled to return to a position which includes the same number of hours per week, but not necessarily the same times or class levels.

- (e) If no confirmation of an intention to return is received, the employer shall take reasonable steps of inquiry prior to making other arrangements.

#### (12) Return to work from a further period of parental leave resulting from a subsequent pregnancy

- (a) A teacher will return to work only from the beginning of a school year and will indicate an intention of returning to work by giving in writing not less than seven (7) working weeks notice wholly within a school term in the school year prior to the intended return.
- (b) Return to work from a further period of parental leave resulting from a subsequent pregnancy will comply with subclause (11) paragraphs (b), (c), (d) and (e).

#### (13) Replacement Teachers

- (a) A teacher specifically engaged as a result of a teacher proceeding on parental leave will normally be a replacement teacher provided however that such replacement teacher does not have to fill the position vacated by the teacher proceeding on parental leave.
- (b) Before an employer engages a replacement teacher under this subclause, the employer shall inform that person of the temporary nature of the employment and the rights of the teacher who is being replaced.
- (c) Before an employer temporarily promotes or transfers a teacher to replace a teacher exercising rights under this clause the employer shall inform that person of the temporary nature of the promotion or transfer and the rights of the teacher who is being replaced.
- (d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement teacher.

### Part 2—Adoption Leave

#### (1) Definitions

In this subclause

“child”, in relation to a teacher, means a person under the age of 5 years who is placed with the teacher for the purposes of adoption and who has not previously lived continuously with the teacher for a period of 6 months or more or is not a child or step-child of the teacher or of the spouse of the teacher.

“primary care-giver” means a person who assumes the principal role of providing care and attention to a child.

“relative adoption” occurs where a child is adopted by a parent, a spouse of a parent or another relative, being a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

#### (2) Eligibility for adoption leave

- (a) A teacher is, on production to the employer of the documentation required by subclause (3) below entitled to one or two periods of adoption leave, the total of which must not exceed 104 weeks in the following circumstances—
  - (i) An unbroken period of up to 3 weeks at a time of the placement of the child (referred to in this subclause as “short adoption leave”);
  - (ii) An unbroken period of up to 104 weeks from the time of the placement of the child in order to be the primary care-giver of the child (referred to in this clause as “extended adoption leave”). This entitlement is to be reduced by any period of short adoption leave taken and the aggregate of any periods of adoption leave taken or to be taken by the teacher's spouse in relation to the same child. Save that for a replacement or relieving teacher, that period of leave shall not extend beyond the period for which they have been engaged as a replacement or relieving teacher;

- (b) Extended adoption leave is not to be taken concurrently with adoption leave taken by the teacher's spouse in relation to the same child.
  - (c) The teacher must have had at least one year of continuous service within Catholic education in Western Australia immediately preceding the date on which the teacher commences either period of leave.
- (3) Certification
- (a) Before taking adoption leave, the teacher must produce to the employer a statement from an adoption agency or another appropriate body of the expected date of placement of the child with the teacher for adoption purposes; or a statement from the appropriate government authority confirming that the teacher is to have custody of the child pending application for an adoption order.
  - (b) In relation to any period of extended adoption leave to be taken, the teacher must also produce a statutory declaration;
    - (i) stating that the teacher is seeking that period of adoption leave to become the primary caregiver of the child; and
    - (ii) stating particulars of any period of adoption leave sought or taken by the teacher's spouse; and
    - (iii) stating the teacher's agreement that for the period of the teacher's adoption leave the teacher will not engage in any action inconsistent with the teacher's contract of employment.
- (4) Notice requirements
- (a) On receiving notice of approval for adoption purposes, a teacher must notify the employer of the approval and within two (2) months after receiving notice of the approval, must further notify the employer of the period or periods of adoption leave which the teacher proposes to take. In the case of a relative adoption, the teacher must so notify the employer on deciding to take a child into custody pending an application for an adoption order.
  - (b) A teacher who commences employment with an employer after the date of approval for adoption purposes must notify the employer of that date on commencing employment and of the period of adoption leave which the teacher proposes to take.
  - (c) A teacher must, as soon as the teacher is aware of the expected date of placement of a child for adoption purposes but no later than fourteen (14) days before the expected date of placement, give notice in writing to the employer of that date, and of the date of commencement of any period of short adoption leave to be taken.
  - (d) A teacher must, at least seven (7) weeks before the proposed date of commencing any period of extended adoption leave to be taken, give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.
  - (e) A teacher shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with paragraphs (c) or (d) hereof if the failure is caused by;
    - (i) the requirement of an adoption agency for the teacher to accept earlier or later placement of a child; or
    - (ii) the death of the teacher's spouse.
- (5) Variation of period of adoption leave
- (a) Provided the addition does not extend adoption leave beyond 104 weeks, the period of extended adoption leave may be lengthened once only by the teacher giving not less than twenty-one (21) days notice in writing stating the period by which the leave is to be lengthened.
  - (b) The period may be further lengthened by agreement between the employer and the teacher.
  - (c) The period of extended adoption leave may, with the consent of the employer, be shortened by the teacher giving not less than seven (7) working weeks notice in writing stating the period by which the leave is to be shortened.
- (6) Cancellation of adoption leave
- (a) Adoption leave, applied for but not commenced, is cancelled should the placement of the child not proceed.
  - (b) If the placement of a child for adoption purposes with a teacher then on adoption leave does not proceed or continue, it shall be the right of the teacher to resume work at a time nominated by the employer (which shall be no later than the beginning of the next succeeding term from the date of the notice in writing by the teacher to the employer that the teacher wishes to resume work).
  - (d) In this case, the teacher may undertake temporary employment with another employer without affecting his/her contract of service with the school from which he/she took leave.
- (7) Special Adoption leave
- The employer must grant to any teacher who is seeking to adopt a child any leave not exceeding two (2) days (paid or otherwise), that is required by the teacher to attend any compulsory interviews or examinations that are necessary as part of the adoption procedure.
- (8) Adoption leave and other entitlements
- (a) So long as the aggregate of any leave, including leave taken under this subclause does not exceed 104 weeks, a teacher may, instead of or in conjunction with adoption leave, take any annual leave or long service leave or any part of it to which the teacher is entitled.
  - (b) Paid leave other than long service leave is not available to a teacher during the teacher's absence on adoption leave.
- (9) Effect of adoption leave on employment
- Notwithstanding any provision to the contrary, absence on adoption leave shall not break the continuity of service of a teacher but shall not be taken into account in calculating the period of service for any purpose of this Agreement provided that absence on adoption leave shall count for purposes of subclause (2)(c) above.
- (10) Termination of employment
- (a) A teacher on adoption leave may terminate employment at any time during the period of leave by due notice given.
  - (b) An employer shall not terminate the employment of a teacher on the ground of the teacher's absence on adoption leave but otherwise the rights of an employer in relation to termination of employment are not hereby affected.
- (11) Return to work after adoption leave
- (a) Except as provided in paragraph (b) hereof, a teacher will return to work only from the beginning of a school term, preferably from the beginning of a school year and will indicate an intention of returning to work by giving in writing not less than seven (7) weeks' notice, that notice to be immediately prior to the proposed school term of commencement.
  - (b) An employer may by agreement with the teacher arrange for a teacher to return to work at some date other than the commencement of a school term.
  - (c) Provided the notice required pursuant to subclause (a) above has been given, a teacher shall be entitled to a position commensurate with the teacher's qualifications, experience and previous classification.
  - (d) A part-time teacher shall be entitled to return to a position which includes the same number of hours per week, but not necessarily the same times or class levels.
  - (e) If no confirmation of an intention to return is received, the employer shall take reasonable steps of inquiry prior to making other arrangements.

## (12) Replacement Teachers

- (a) A teacher specifically engaged as a result of a teacher proceeding on adoption leave will normally be a replacement teacher provided however that such replacement teacher does not have to fill the position vacated by the teacher proceeding on adoption leave.
- (b) Before an employer engages a replacement teacher under this subclause, the employer shall inform that person of the temporary nature of the employment and the rights of the teacher who is being replaced.
- (c) Before an employer temporarily promotes or transfers a teacher to replace a teacher exercising rights under this clause the employer shall inform that person of the temporary nature of the promotion or transfer and the rights of the teacher who is being replaced.
- (d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement teacher.

**Part 3—Part-time Work**

## (1) Definitions

In this subclause

“Female teacher” means an employed female who is pregnant or is caring for a child whom she has borne or a child who has been placed with her for adoption purposes.

“Male teacher” means an employed male who is caring for a child of his spouse or a child placed with the teacher for adoption purposes.

“Part-time employment” means work of a lesser number of hours than constitutes full-time work under this Agreement, but does not include temporary or casual work.

“Former position” means the position held by a teacher immediately before commencing part-time employment under this subclause or, if such position no longer exists but there are other positions available for which the teacher is qualified and capable of performing, a position as nearly as possible comparable in status and pay to that of the position held by the teacher immediately before commencing part-time work.

## (2) Entitlement

With the agreement of the employer;

- (a) a female teacher may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy necessary or desirable;
- (b) a female teacher may work part-time in one or more periods at any time from the seventh week after the date of the birth of the child until its third birthday;
- (c) a male teacher may work part-time in one or more periods at any time from the date of the birth of the child until its third birthday;
- (e) in relation to adoption, a female or male teacher may work part-time in one or more periods at any time from the date of placement of the child until the third anniversary of that date.

## (3) Return to former position

- (a) A teacher who has had at least one year of continuous service within Catholic education in Western Australia immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to their former position.
- (b) Nothing in paragraph (a) hereof shall prevent the employer from permitting the teacher to return to their former position after a second or subsequent period of part-time employment.

## (4) Effect of part-time work on continuous service

Under this Agreement, commencement on part-time employment under this subclause and return from part-time

employment to full-time employment under this subclause does not break the continuity of service of a teacher.

## (5) Pro-rata entitlements

Subject to the provisions of this subclause and the matters agreed to in subclause (6) hereof, part-time employment shall be in accordance with the provisions of the Award and/or this Agreement and shall apply pro-rata.

## (6) Part-time Work Agreement

- (a) Before commencing a period of part-time employment under this subclause the employer and the teacher shall agree;
  - (i) that the teacher may work part-time;
  - (ii) upon the hours to be worked by the teacher, the days upon which they will be worked and the commencing times for the work;
  - (iii) upon the period of part-time employment.
- (b) The terms of this agreement may be varied by consent.
- (c) The terms of this agreement and any variation to it shall be in writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the teacher by the employer.
- (d) The work to be performed part-time need not be the work performed by the teacher in the teacher's former position but shall be work commensurate with the teacher's qualifications, experience and previous classification.
- (e) An employer may request, but not require, a teacher working part-time under this clause to work outside or in excess of the teacher's ordinary hours of duty provided for in accordance with paragraph (a) hereof.

## (7) Termination of Employment

- (a) The employment of a part-time teacher under this clause may be terminated in accordance with the provisions of the Award and/or this Agreement but may not be terminated by the employer because the teacher has exercised or proposes to exercise any rights under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.
- (b) Any termination benefits payable to a teacher whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time teacher as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time teacher on a pro-rata basis.

## (8) Replacement Teachers

- (a) A teacher specifically engaged as a result of a teacher proceeding on part-time employment under this subclause will normally be a replacement teacher.
- (b) Before an employer engages a replacement teacher under this subclause, the employer shall inform that person of the temporary nature of the employment and the rights of the teacher who is being replaced.
- (c) Before an employer temporarily promotes or transfers a teacher to replace a teacher exercising rights under this clause the employer shall inform that person of the temporary nature of the promotion or transfer and the rights of the teacher who is being replaced.
- (d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement teacher.

**21.—REDUNDANCY PROVISIONS**

(1) Should a position in a Catholic school become redundant then the provisions of—

- (a) the Workplace Relations Act (1996); and/or
- (b) the Catholic Education Commission of Western Australia policy on redundancy; and/or
- (c) this Agreement,

whichever is the greater, shall apply.

(2) In calculating the years of service of a teacher, all continuous service within Catholic schools in Western Australia will be considered and not only the service completed at the current school.

(3) Where a school proposes to make one or more teaching positions redundant the employer shall make redundancy payments to the teachers made redundant—

<u>Period of Service</u>	<u>Weeks of severance pay</u>
Less than 1 year	Nil
One year and less than two years	4 weeks
Two years and less than three years	6 weeks
Three years and less than four years	7 weeks
Four years and above	2 weeks per year of service to a maximum of 16 weeks.

(4) When the employer identifies a potential redundancy and before a teacher is named as the person whose position has been declared redundant, the employer shall offer all teachers at that school the opportunity to take leave without pay for a period of one school year or such a period to resolve the potential redundancy. Where a suitable application is received that resolves the potential redundancy, then the teacher shall be granted leave without pay for the period.

(5) Continuity of service for all purposes of the Award and/or this Agreement shall apply where a teacher has been made redundant and is re-employed by a Catholic school within six months.

(6) If during the life of this Agreement the Australian Industrial Relations Commission moves to a new redundancy standard in excess of the provisions of this clause, then the new standard will apply and as such the parties agree to amend this Agreement accordingly.

(7) Notwithstanding the other provisions of this clause, nothing shall prevent the parties from negotiating a redundancy settlement in excess of the provisions as determined in subclause (3) of this clause.

## 22.—PLAYGROUND DUTY

Where a teacher is required to perform playground supervision, such supervision shall be so rostered as to allow a fair and reasonable midday meal break.

## 23.—FLEXIBILITY IN THE SCHOOL DAY/YEAR

(1) Flexible working hours for teachers may be implemented at schools where an improved curriculum can be offered, or more effective and efficient use of resources occurs.

The following criteria shall be applied prior to the implementation of flexible hours—

- a consultative process to occur at school level involving all stakeholders, including the ISSOA, school decision making groups, parents, students and staff;
- issues such as duty of care, health, safety and welfare, equity and other legislative requirements allowed for;
- workloads and career aspirations have been considered;
- individual circumstances have been fairly and reasonably considered;
- the distribution of hours to be equitable.

(2) Specifically excluded from these flexibility arrangements are increased working hours for teachers.

## 24.—MANNER OF LIFE

(1) Where an allegation has been made against a teacher with regard to the teacher's manner of life and/or stated beliefs which may be in breach of Clause 11.—Conditions of Employment, subclause (2)(a) of this Agreement, the following procedures shall apply—

(2) The Allegation

- Any allegation for breach of this clause shall be directed to the Principal of the school in which the teacher is employed and shall be in writing stating—
  - the nature of the allegation;

- the proof supporting the allegation; and
- the source of the allegation.

- The person/s making the allegation must have direct knowledge of the alleged breach and shall be required to support the allegation in conformity with the provisions as outlined in paragraph (a) of this subclause.
- The Principal and/or the person/s making the allegation should observe confidentiality at all times and the Principal shall advise such person/s of the seriousness of their allegation and counsel such person/s of the consequences of malicious, false or exaggerated allegations.
- The employer shall record the details of the allegation and where necessary clarify any matter pertaining to the allegation.

(3) Advising the Teacher

(a) (i) Should the employer determine that the allegation cannot be sustained, the matter shall be discontinued and the person/s making the allegation advised accordingly.

(ii) Should the circumstances warrant, the employer may advise the teacher of the allegation and the outcome as prescribed in paragraph (a)(i) of this subclause.

(b) If the employer determines that the allegation needs to be acted upon, he/she shall advise the teacher in writing stating—

- the nature of the allegation;
- the proof supporting the allegation;
- the source of the allegation;
- the potential consequences if the allegation is proven;
- that the teacher is not required to answer the allegation immediately but may elect to seek the appropriate advice and representation; and
- a reasonable time frame for a response.

(4) Where an allegation for breach of this clause has been confirmed by the teacher, the teacher shall be offered the opportunity to rectify the matter where possible, in a manner agreed between the teacher and the employer. Such agreement shall be in writing.

(5) Should the matter not be resolved in accordance with subclauses (3) or (4) of this clause, the provisions of Clause 30.—Dispute Avoidance and Grievance Procedures of this Agreement shall apply.

## 25.—PROFESSIONAL DEVELOPMENT

Professional development has as its priority the upgrading of professional knowledge and skills. Both the school and the teacher should share the responsibility of teachers' professional development.

In addition to courses provided in school hours, the parties accept that courses outside of school hours should be made available to teachers. Access to such courses should be at the discretion of the teacher.

## 26.—PROFESSIONAL RESPONSIBILITIES

(1) The parties recognise that there is a wide range of duties and responsibilities involved in the profession of teaching.

(2) The parties recognise that the following principles apply in addressing the fair and reasonable participation of teachers—

- Much of the life and culture of the school is derived from school activities involving teachers and students conducted outside regular classroom contact;
- The efforts of teachers who contribute significantly to the life and values of the school should be recognised;
- Duty of care responsibilities must be considered in the planning of all activities conducted by the school;
- There will be collaborative planning between school and staff in the allocation of teachers to all activities conducted by the school;
- The competence, skills and qualifications of teachers, including part-time teachers, will be considered in the planning and allocating of activities conducted by the school, having regard for the teacher's professional development and family responsibilities;

- (f) Some schools may have expanded educational programs which may require flexible employment arrangements.

27.—SUMMATIVE APPRAISAL

During the life of this Agreement, all forms of teacher appraisal (including Summative and Senior Teacher appraisal) will be re-negotiated.

28.—PART TIME TEACHERS

(1) Contract of employment

- (a) In engaging a part time teacher schools will recognise that part time teachers are entitled to supplement their income through other employment.
- (b) The number of hours of scheduled class time and professional responsibilities and duties of a part time teacher shall be set out in writing by the employer at the time of engagement and at any other time when a variation occurs.

(2) A part time teacher's weekly rate of pay shall be assessed according to the following formula—

$$\frac{\text{Hours worked}}{\text{Full time teachers' hours}} \times \frac{\text{the appropriate}}{\text{full time salary}}$$

Note: Hours = the number of hours of scheduled class time for the teacher

(3) A part time teacher in a Primary School shall be given a proportional amount of release time for planning and preparation as given to a full time teacher in that school.

(4) A part time teacher shall be expected to undertake a proportional number of additional duties normally expected of a full time teacher in that school, provided that those duties fall at times adjoining that teacher's normal scheduled classroom teaching hours or on a usual day of employment, e.g. yard supervision, staff meetings, etc.

(5) Additional hours

- (a) Where an employer requires and the part time teacher agrees to work additional hours, the teacher shall be paid for each additional hour or part thereof at that teacher's normal part-time hourly rate of pay.
- (b) Such additional hours worked under this arrangement shall not result in proportionate adjustments under any other clause in the Award or this Agreement.

(6) Variation of hours

- (a) The school may vary the teaching load of a part time teacher from the beginning of each school year with 6 weeks notice or at any time by agreement with the teacher.
- (b) In the absence of the required notice as per subclause (a) and provided that the change involves a decrease in salary, the teacher's salary will be maintained at its former level for the period of the notice not given.

29.—SPECIAL LEAVE

(a) A teacher shall, on sufficient cause being shown, be granted special leave with pay.

(b) "Sufficient cause" is defined as a matter or situation for which

- (i) no other paid leave is available
- (ii) no other arrangements can reasonably be made
- (iii) the absence from duty is required due to pressing necessity.

(c) The period determined at the discretion of the employer having regard to all of the circumstances but would not normally exceed 3 days for any one instance.

30.—DISPUTE AVOIDANCE AND GRIEVANCE PROCEDURE

(1) The objective of these procedures is the avoidance and resolution of industrial disputation by measures based on consultation, co-operation and negotiation and the parties to a dispute shall make reasonable attempts to resolve the matter by mutual discussion and determination.

(2) Without prejudice to either party, the parties to this Agreement shall ensure the continuation of work in accordance with

the Award, this Agreement and the custom and practice in Catholic Schools in Western Australia.

(3) (a) In the event of any matter arising which is of concern, the teacher shall discuss this matter with the Principal or his/her nominee.

(b) If the matter is not resolved at this level, the teacher and/or the Principal may refer the matter to the Independent Schools Salaried Officers' Association and/or the Catholic Education Office (Employee and Community Relations Team).

(In an attempt to resolve the matter it may be necessary to have formal discussion between the ISSOA and the Director of Catholic Education in Western Australia.)

(c) If the matter cannot be resolved at this level it may be referred to the Western Australian Industrial Relations Commission.

(4) Nothing contained in this procedure shall prevent the Secretary of the ISSOA or his/her nominee or the Director of Catholic Education in Western Australia or his/her nominee from entering into negotiations at any level either at the request of any of the parties to the dispute or on their own initiative in respect of matters in dispute should such action be considered conducive to achieving resolution of the dispute.

31.—SIGNATURES

(Sgd.).....	(Sgd.) .....
(Signature)	(Signature)
LEONIE PETERSON	T. I. HOWE
(Name of signatory in block letters)	(Name of signatory in block letters)
Institute of the Blessed Virgin Mary	Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers

**WESTERN AUSTRALIAN CATHOLIC SCHOOLS  
(ENTERPRISE BARGAINING) AGREEMENT  
NO. 5 OF 2000.  
No. AG 173 of 2000.**

**2000 WAIRC 00500**

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

<b>PARTIES</b>	THE INDEPENDENT SCHOOLS SALARIED OFFICERS' ASSOCIATION OF WESTERN AUSTRALIA, INDUSTRIAL UNION OF WORKERS & OTHER V (NOT APPLICABLE)
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<b>CORAM</b>	COMMISSIONER S J KENNER
<b>DELIVERED</b>	MONDAY, 28 AUGUST 2000
<b>FILE NO/S</b>	AG 173/2000

<b>Representation</b>	
<b>Applicant</b>	Mr N Briggs
<b>Respondent</b>	

Order.

HAVING heard Mr N Briggs on behalf of the applicant and there being no appearance on behalf of the respondent and by consent the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

- (1) THAT the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 5 of 2000 as filed in the Commission on 10 July 2000 in the terms of the following schedule be and is hereby registered as an industrial agreement.

- (2) THAT the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 5 of 1998 No AG 148 of 1998 be and is hereby cancelled.

[L.S.] (Sgd.) S. J. KENNER,  
Commissioner.

Schedule.

1.—TITLE

This Agreement shall be known as the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 5 of 2000 and shall replace the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 5 of 1998.

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Parties to the Agreement
4. Scope of Agreement
5. Relationship to Parent Award
6. Term of Agreement
7. Expiration of Agreement
8. No Extra Claims
9. No Duress
10. Objects of the Agreement
11. Conditions of Employment
12. Contract of Service
13. Salaries
14. Deferred Salary Scheme
15. Promotional Positions
16. Location Allowances
17. Sick Leave
18. Family Leave
19. Long Service Leave
20. Parental Leave
21. Redundancy Provisions
22. Playground Duty
23. Flexibility in the School Day/Year
24. Manner of Life
25. Professional Development
26. Professional Responsibilities
27. Summative Appraisal
28. Part Time Teachers
29. Special Leave
30. Dispute Avoidance and Grievance Procedure
31. Signatures

3.—PARTIES TO THE AGREEMENT

This Agreement is made between the Congregation of the Missionary Oblates of the Most Holy and Immaculate Virgin Mary and the Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers (the ISSOA), a registered organisation of employees.

4.—SCOPE OF AGREEMENT

(1) This Agreement shall apply to all teachers who are covered by the provisions of the Independent Schools' Teachers' Award (1976), as amended.

(2) The number of teachers covered by this agreement is 46.

5.—RELATIONSHIP TO PARENT AWARD

Except as provided by this Agreement, the conditions of employment of teachers employed in Catholic Schools in Western Australia will be in accordance with the Independent Schools' Teachers' Award (1976), as amended.

6.—TERM OF AGREEMENT

(1) This Agreement shall come into effect on and from 1 July 2000 and shall expire on 30 June 2003.

(2) During the term of this Agreement, the provisions of this Agreement may be varied by mutual agreement between the parties.

7.—EXPIRATION OF AGREEMENT

(1) On the expiration of this Agreement and in the absence of the registration of a subsequent Enterprise Agreement, the provisions of this Agreement shall prevail for the purposes of the conditions of employment that will apply to teachers covered by this Agreement.

(2) Negotiations for a new Enterprise Agreement will commence 6 months prior to the expiry of this Enterprise Agreement.

8.—NO EXTRA CLAIMS

It is a condition of this Agreement, that the parties will not make any further claims with respect to salaries and conditions during the period of this Agreement unless they are consistent with the State Wage Fixing Principles.

9.—NO DURESS

This Agreement was not entered into by either of the parties under duress from the other party or any other person or persons.

10.—OBJECTS OF THE AGREEMENT

In reaching this agreement the parties have recognised—  
Catholicity—

- The need to maintain a just working environment in which education can be provided in harmony with the aims, objectives and philosophy of Catholic education.

Professionalism—

- A mutual responsibility to protect, develop and enhance Catholic education within the State of Western Australia.
- The need to safeguard and enhance the quality of teaching and learning in Catholic schools in Western Australia and the public perception of it.

Flexibility—

- The variety of educational and managerial arrangements that exist requiring flexibility in the application of regulations that govern employment practices.
- The need to consolidate, and develop further, initiatives arising out of the award restructuring process.
- Productivity and efficiency have a growing influence in educational policies and practices.

Schools are expected to do more with the same level of resources, necessitating productivity and efficiency improvements which may be qualitative rather than quantitative.

11.—CONDITIONS OF EMPLOYMENT

The parties acknowledge that the following *Conditions of Employment of Teachers in Catholic Schools in WA (2000)* is an official statement of the Catholic Education Commission of Western Australia and as such applies to all teachers employed in a Catholic school in Western Australia.

Conditions of Employment of Teachers in Catholic Schools in WA (2000)

1. The Employing Authority

1.1 In Diocesan accountable schools, the teacher is employed by the Bishop of the Diocese who delegates this power to the school board.

1.2 In Order accountable schools the teacher is employed by the Congregational Leader who may delegate this authority to a school board or principal.

2. The Fundamental Responsibilities of the Teacher

A teacher is required, under the direction of the Principal, to contribute actively towards;

2.1 the maintenance of the Catholicity of the school through a manner of life and stated beliefs which are in keeping with the teachings of the Catholic Church;

2.2 the promotion of the religious instruction and formation of pupils in accordance with the directives and requirements of the Catholic Education Commission and the Bishop of the Diocese;

2.3 the undertaking of appropriate accreditation programs, as required.

3. Duties

The teacher is required to—

- 3.1 perform such duties, teaching and non—teaching, as are customarily rostered and shared by all staff;
- 3.2 help ensure the provision of a Catholic perspective in the activities of the school;

- 3.3 model the leadership that is appropriate for all members of the school community;
- 3.4 keep abreast of current developments in educational theory and practice;
- 3.5 demonstrate a pastoral concern for each member of the school community.

#### 4. Other Matters

4.1 A full time teacher shall be permitted to engage in other employment provided that—

- (i) such employment does not affect the teacher's employment and professional responsibilities to the school. and
- (ii) the principal is notified

4.2 Any fraudulent misrepresentation in the teacher's curriculum vitae, or other documentation presented to the employer, which impacts on the employment contract of the teacher may result in the termination of the employment contract.

4.3 The teacher has the responsibility to advise the employer of any previous or current criminal convictions or proceedings that may conflict with the stated philosophy of a Catholic school and the objects of this agreement. The teacher acknowledges that the employer has the right to enquire about such convictions or proceedings, provided that the employer notifies the teacher of any inquiry prior to it being conducted.

### 12.—CONTRACT OF SERVICE

(1) When a teacher accepts an appointment within the Catholic system in Western Australia for the first time, the appointment is probationary and as such the teacher is subject to professional appraisal in the second year of employment so as to confirm ongoing employment.

(2) (a) Except in the case of a relief or temporary teacher, the termination of the service of a teacher shall require a minimum of six weeks' notice by either party to take effect from the close of school business at the end of the school term.

(b) Provided that the requirements of this subclause may be waived in part or in whole by mutual agreement between the teacher and the employer. Any request to waiver such notice shall not be unreasonably withheld by the employer, where it is deemed that the teacher has not been able to give the required notice through no fault of their own.

(c) Subject to the provisions of this subclause, failure to give the required notice shall make either party liable for the payment to the other party of an amount equivalent to the period of notice not given.

(d) When a teacher resigns, the employer reserves the right to withhold or recover an amount equivalent to any period of overpayment of salary. However, approval must be obtained from the Director of Catholic education before such action is proceeded with.

### 13.—SALARIES

(1) The minimum annual rate of salary payable to teachers engaged in the classifications prescribed in Clause 11.—Salaries of the Award shall be—

Step	Salary (\$)
Step 1	24,156
Step 2	25,570
Step 3	30,924
Step 4	32,672
Step 5	33,964
Step 6	36,002
Step 7	37,395
Step 8	39,081
Step 9	41,827
Step 10	43,113
Step 11	44,898
Step 12	46,428
Step 13	48,264

(2) Notwithstanding subclause (1) of this clause, if, during the life of this Agreement, the Education Department of Western Australia salaries receive a further general increase, then the rates in (1) shall increase by that general increase from the same operative date as the EDWA increase.

(3) Subject to the provisions for implementing the classification set out in the Appendix to the Award, an appointee to a Senior Teacher classification shall be entitled to the following annual allowance—

- (a) Level One—3.2 % of the maximum total salary per annum as prescribed in subclause (1) of this clause.
- (b) Level Two—6.9% of the maximum total salary per annum as prescribed in subclause (1) of this clause.

(4) Notwithstanding the provisions of subclause (5) of Clause 11.—Salaries of the Award, relief teachers employed for five (5) days or less may be engaged by the day or half day. A half day is determined as the hours usually worked in a school prior to or immediately following the lunch break.

#### (5) Accreditation B Certificate

(a) The holding of the study component of a current Accreditation B Certificate would allow a 3 year trained teacher with the 2 years of full time equivalent experience at Step 9 to move to Step 10 from 1 July 2000 and to step 11 from 1 January 2002.

(b) Thereafter, progression from Step 9 to Step 10 and then to Step 11, shall be by biennial steps for 3 year trained teachers.

#### (6) Upgrading from a 3 year to a 4 year qualification

When a teacher upgrades their teaching qualification from 3 years to 4 years, then in calculating the new position on the incremental scale in sub-clause(1), all previous relevant full time equivalent experience shall count.

#### (7) Salary Packaging

Salary packaging in compliance with the Catholic Education Commission of Western Australia's statement shall be available to teachers from 1 July 2000.

### 14.—DEFERRED SALARY SCHEME

Teachers may apply to have their salary payments deferred in accordance with the provisions of this clause.

#### (1) Eligibility

(a) Teachers who have been employed within the Catholic system for a minimum of two (2) years, including full time and part time teachers, are eligible to apply.

(b) Approval of applications will be determined by the employer based on the needs and requirements of the school.

#### (2) Period of Leave

(a) The period of leave will be for twelve (12) months, from 1 January to 31 December.

(b) Participants will not be able to return to a position at the same school during the 12 month leave period.

(c) Should alternative employment be sought during the year of leave, the teacher is to advise the employer.

(d) Should employment as a teacher be pursued within a Catholic school, only relief work may be undertaken by the teacher.

(e) The year of leave, the fifth year, will be taken in accordance with the conditions as prescribed within Clause 8—Leave, (3) Leave Without Pay of the Independent Schools' Teachers' Award.

#### (3) Payment of Salary

(a) During the four year accrual period participants in the scheme receive 80% of their normal fortnightly salary and will thus be taxed at this reduced rate of pay. Normal salary is defined as a teacher's normal fortnightly salary plus any associated teaching allowances.

In the fifth year, when leave is taken, the participants will receive the money contributed over the four year period. This amount can be paid fortnightly; in one lump sum payment; or two payments, one in each of the financial years.

(b) The participant will be taxed only on the amount actually received, in this case approximately 80% of the normal salary (including allowances). This is a significant taxation incentive for participants. It is recommended that, prior to entering into this scheme, prospective participants discuss taxation implications and other related issues with their accountant or financial adviser.

(c) It should be noted that interest is not paid on amounts accumulated during the accrual period. A taxation ruling

prohibits such payment on the basis that people taking advantage of a taxation incentive cannot derive interest on those funds. Interest accrued will be utilised to offset the administrative costs of the fund.

(4) Suspension of Contributions

(a) Participation in the scheme will be suspended during any period of unpaid leave. Any period of unpaid leave will reduce payments into the fund and therefore proportionately reduce the accrued payment in the year of leave.

(b) A participant may elect to suspend contributions for a period of less than twelve months once during the accrual period. This will also reduce the accrued payment in the year of leave.

(c) The employer retains the discretionary authority to approve suspension for a period of twelve (12) months at the request of the participant. Such a suspension will extend the taking of the year of leave by one (1) year.

(5) Withdrawal

(a) The participant may withdraw from the scheme at any time by notifying the employer in writing. It should be noted that only the exact money paid into the scheme will be paid in a lump sum on withdrawal and no interest will be paid on this amount.

(b) The participant who withdraws from the scheme will be taxed on the lump sum payment and any other salary received during that financial year. Significant taxation implications may, therefore, apply.

(6) Long Service Leave, Sick Leave and Increment Entitlements

(a) A participant in the scheme will accrue the above entitlements at 100% of the normal accrual rate over the first four years only. The fifth year, the year of leave, is a non-accrual period.

(b) If a participant becomes eligible for long service leave during the fourth year of the deferred salary scheme, the long service leave entitlement will further be deferred and taken in the fifth year of the scheme or taken in the final term/semester of the fourth year of the scheme, or the first term/ semester of the sixth year.

(7) Workers' Compensation

(a) Participants in the scheme are covered by workers' compensation during the first four years of the scheme at 100% of their normal salary. A participant in receipt of workers' compensation during the first four years may elect to continue in the deferred salary scheme or suspend their contributions until their return to full duties.

(b) Any period of suspension due to workers' compensation shall be undertaken in accordance with subclause (4) of this clause.

(c) During the fifth year, the year of leave, the participant is not covered by workers' compensation.

(8) Superannuation

Contributions are based on 100% of the participant's normal salary over the first four years only.

(9) Fund Management

The scheme will be managed by the Catholic Education Office. During the four year accrual period, schools will remit 20% of salary foregone to the Office on a two or four weekly basis. Participants will receive a statement from the Office at the end of each year showing the amount accumulated in the scheme. At the beginning of the fifth year, when leave is taken, the accumulated amount will be forwarded to the participant's school for payment through the school's payroll. All contributions to the scheme are guaranteed by the Catholic Education Office of WA.

(10) Portability

(a) Teachers are able to maintain their participation in the scheme should they transfer their employment between Catholic schools or to the Catholic Education Office.

(b) The teacher is obliged to notify the principal prior to appointment of their participation in the Deferred Salary Scheme and the date that leave is due to be taken.

(c) Participation in the Deferred Salary Scheme shall not impede an application for employment in a Catholic school.

(11) Implementation Date

(a) Applications are to be forwarded to the Principal by the close of business 31 August of the year prior to the year of commencement.

(b) Schools will endeavour to notify the teacher of the result of their applications by 31 October of the same year.

15.—PROMOTIONAL POSITIONS

(1) The minimum promotional allowance payable to teachers engaged in the classifications prescribed in Clause 11.—Salaries, subclause (7) of the Award shall be—

(a) Promotion Level 1 Category A: 14.8% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.

(b) Promotion Level 1 Category B: 12.5% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.

(c) Promotion Level 1 Category C: 10.0% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.

(d) Promotion Levels 2, 3 and 4 shall be paid 70%, 50% and 30% respectively of Promotion Level 1 of the appropriate school category.

(2) In lieu of subclause (1) of this clause, a school may—

(a) after consultation with the staff and

(b) with the agreement of the parties to this Agreement

opt to introduce a school based system of promotional positions to replace the arrangements in subclause (1).

(3) The structure and minimum promotional allowance payable to teachers engaged in the classifications prescribed in Clause 11.—Salaries, subclause (8), of the Award shall be as follows—

(a) In schools with 100—300 students—

(i) one Assistant Principal at 15.5% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement; or

(ii) two Assistant Principals each at 7.75% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.

(b) In schools greater than 300 students—

(i) two Assistant Principals each at 15.5% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement; or

(ii) three Assistant Principals each at 10.3% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.

16.—LOCATION ALLOWANCES

Teachers shall be paid the allowance provided for below in lieu of the allowance prescribed in subclause (1) of Clause 17.—Location Allowances of the Award.

Town	Full Rate Allowance \$/week	Half Rate Allowance \$/week
Balgo Hills	160.24	80.12
Boulder	14.42	7.21
Beagle Bay	145.36	72.68
Billiluna	160.24	80.12
Broome	104.97	52.48
Carnarvon	45.15	22.58
Derby	109.62	54.81
Esperance	27.11	13.56
Gibb River	160.24	80.12
Kalgoorlie	14.42	7.21
Karratha	108.38	54.19
Kununurra	137.68	68.89
Lake Gregory/Mulan	160.24	80.12
Lombadina	145.36	72.68
Mullewa	5.52	2.76
Port Hedland	101.07	50.54
Red Hill/Halls Creek	129.18	64.59
Ringer Soak	160.24	80.12
Southern Cross	26.48	13.24
Tardun	47.93	23.97
Turkey Creek	145.36	72.68
Wyndham	136.66	68.33

## 17.—SICK LEAVE

A medical certificate from a legally qualified medical practitioner shall be regarded as proof of sickness.

## 18.—FAMILY LEAVE

## (1) Use of sick leave

(a) A teacher with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill. Such leave shall not exceed five (5) days in any calendar year and is not cumulative.

(b) The teacher shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

## (c) The entitlement to use sick leave is subject to—

- (i) the teacher being responsible for the care of the person concerned; and
- (ii) the person concerned being either a member of the teacher's immediate family or a member of the teacher's household.

(d) The teacher shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the teacher, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the teacher to give prior notice of absence, the teacher shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

## (2) Use of unpaid leave

A teacher may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill.

(3) Nothing contained in this clause shall prevent a teacher from making application for leave as prescribed in Clause 8.-Leave, subclause (1) Special Leave of the Award.

## 19.—LONG SERVICE LEAVE

(1) As from 1 January 1995, a teacher's entitlement to paid long service leave for each year of service within the Catholic Education system, will accrue at the following rates—

- (a) up to ten years of continuous service, 1.3 weeks for each year of service;
- (b) for each subsequent year, 1.86 weeks for each year of service.

(2) Subject to subclause (5) of this clause, a teacher who has accrued a minimum entitlement of ten weeks' long service leave shall be entitled to take such leave.

(3) For any service prior to the 1st January 1995, the provisions of long service leave shall be that which is prescribed under the terms of the Award.

(4) The process required for the taking of leave shall be as follows—

- (a) the employer shall advise the teacher of his/her impending entitlement to take long service leave prior to the completion of term three in the year preceding the entitlement becoming due;
- (b) the teacher shall advise the employer no later than the commencement of term four of the preceding year of their intention or otherwise to take leave;
- (c) where an agreement has been reached for the taking of long service leave and circumstances arise that necessitates an adjustment of such leave, then any request for the adjustment shall not be unreasonably withheld.

(5) Where the continuous service of a teacher during the period of accrual contains any period which is less than full time then that teacher's entitlement shall be calculated as follows—

- (a) the number of weeks accrued shall be in accordance with subclause (1) above; and
- (b) payment for the period accrued shall be the average that the teacher's hours bears to that of a full time teacher over the accrual period.

(6) The teacher continues to accrue long service leave entitlement for any period during which the teacher is absent on full pay from his/her duties; long service leave does not accrue for any period exceeding two weeks during which the teacher is absent on unpaid leave.

(7) (a) For the purposes of calculating long service leave entitlement the employer shall allow a break of service up to two terms without penalty to the teacher. Such a break in service shall be deemed to be 'leave without pay' for the purposes of calculating that teacher's entitlement.

(b) The provisions of this subclause shall not prevail if a teacher has been paid a pro-rata payment for accrued long service leave at the time of the break of service.

(8) Vacation leave observed by the school shall count for the purposes of calculating a teacher's entitlement to long service leave.

(9) Any public holiday which occurs during the period a teacher is on long service leave shall be treated as part of the long service leave and extra days in lieu thereof shall not be granted.

(10) Where a teacher has become entitled to a period of long service leave in accordance with the clause, the teacher shall commence such leave as soon as possible after the accrual date by one of the following options, at a time mutually agreed between the employer and the teacher—

- (a) as a term with the excess entitlement being retained as unused accrued long service leave; or
- (b) as a semester, with approved leave without pay for that portion which exceeds the fully accrued long service leave entitlement; or
- (c) with the agreement of the employer, as a term with the excess entitlement being paid for in addition to the ordinary payment for such leave.
- (d) with the agreement of the employer and in special circumstances, a lesser period may be taken than that prescribed in this subclause

(Notation: For the purposes of this subclause a semester is defined as school terms 1 and 2 or 3 and 4.)

(11) Payment for long service leave shall be made in full before the teacher goes on leave, or by agreement between the teacher and the employer at the same time as the teacher's salary would have been paid if the teacher had remained at work.

(12) Where a teacher has completed at least 7 continuous years of service and employment is terminated—

- (a) by the teacher's death; or
- (b) in any circumstances, other than serious misconduct;

the amount of leave shall be such as has accrued under the provisions of subclause (1) of this clause.

(13) In the case to which subclause (12) of this clause applies, and in any case in which the employment of the teacher who has become entitled to leave hereunder is terminated before such leave is taken or fully taken, the employer shall—

- (a) upon termination of employment otherwise than by death, pay to the teacher; or
- (b) upon termination of employment by death, pay to the personal representative of the teacher upon request by the personal representative,

a sum equivalent to the amount which would have been payable in respect of the period of leave to which he/she is entitled or deemed to have been entitled and which would have been taken but for such termination.

Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.

(14) Accrued long service leave entitlements are portable between all Catholic schools in Western Australia and those schools subject to the Catholic Schools Long Service Leave Interstate Portability Agreement.

## 20.—PARENTAL LEAVE

Subject to the terms of this clause, a teacher is entitled to maternity, paternity and adoption leave and to work part time in connection with the birth or adoption of a child.

**Part 1—Parental Leave****(1) Eligibility for Maternity and Paternity Leave**

(a) If a teacher or the teacher's spouse becomes pregnant, the teacher shall, subject to the conditions hereunder, be entitled to parental leave in accordance with the provisions of this clause.

**Conditions of eligibility—**

- (i) The teacher is a full-time teacher or is a part-time teacher whose teaching allotment is not less than three hours per week, but not a relief teacher.
- (ii) The teacher has had not less than 12 months continuous service in Catholic education in Western Australia immediately preceding the date upon which the teacher proceeds on such leave.
- (iii) The teacher shall produce to the employer a certificate from a legally qualified medical practitioner stating the presumed date of confinement.
- (iv) The teacher shall produce a statutory declaration stating particulars of any period of parental leave sought or taken by the teacher's spouse and that for the period of parental leave the teacher will not engage in any action inconsistent with the teacher's contract of employment.

(b) Such leave shall be without pay.

(c) The teacher's entitlement shall be reduced by any period of parental leave taken by the teacher's spouse in relation to the same child and, apart from parental leave of up to one week at the time of confinement, shall not be taken concurrently.

**(2) Single Period of Parental Leave and Commencement**

(a) Subject to subclauses (3) and (6) hereof—

- (i) the period of maternity leave shall be for an unbroken period of from six (6) to one hundred and four (104) weeks and shall include a period of six (6) weeks compulsory leave to be taken immediately following confinement;
- (ii) the period of paternity leave shall be for an unbroken period of from one (1) to one hundred and four (104) weeks and shall include a period of one (1) week compulsory leave to be taken immediately following confinement.
- (iii) however, the period of leave for a replacement teacher shall not extend beyond the period for which they have been engaged as a replacement teacher.

(b) A teacher shall not less than ten (10) weeks prior to the presumed date of confinement produce to the employer the certificate referred to in subclause (1)(a)(iii) and give notice in writing to the employer setting out the presumed date of confinement and the date upon which the teacher proposes to commence parental leave stating the period of leave to be taken.

(c) An employer by not less than fourteen (14) days' notice in writing to the teacher, may require the teacher to commence maternity leave at anytime within the six (6) weeks immediately prior to her presumed date of confinement, except where the teacher can produce a medical certificate from the legally qualified medical practitioner in subclause (1)(a)(iii) stating that they are fit to continue normal duties during the six (6) weeks prior to the presumed date of confinement.

(d) A teacher shall not be in breach of this provision as a consequence of failure to give the stipulated period of notice in accordance with paragraph (c) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.

**(3) Further period of Parental Leave resulting from a subsequent pregnancy**

(a) For the purposes of this clause a further period of parental leave shall mean a period of parental leave resulting from a subsequent pregnancy taken without a return to work from an initial period of parental leave and shall be deemed to be a new and separate period of parental leave.

(b) When a teacher who is already on parental leave under this clause applies for a further period of leave because of a subsequent pregnancy, the period of parental leave shall be for an agreed period and shall commence from the date of confinement and shall cease at either the start of the next school

year or the start of the year following as determined by the teacher.

(c) Application for a subsequent period of parental leave shall comply with the provisions contained in subclauses (1) and (2) above, save that this will not require a teacher currently on paternity leave to return to work during the period of compulsory maternity leave of the mother following the birth of another child.

**(4) Transfer to a Safe Job prior to Maternity Leave**

(a) When in the opinion of a legally qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the teacher make it inadvisable for the teacher to continue at her present work the teacher shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

(b) If the transfer to a safe job is not practicable, the teacher may, or the employer may require the teacher to take leave for such period as is certified necessary by a legally qualified medical practitioner and such leave shall be treated as maternity leave for the purposes of subclauses (9), (10), (11) and (13) hereof.

**(5) Variation of Maternity Leave**

(a) Provided the addition does not extend each period of parental leave beyond one hundred and four (104) weeks, the period may be lengthened only once (save with the agreement of the employer) by the teacher giving not less than seven (7) weeks notice in writing stating the period by which the leave is to be lengthened.

(b) The period of leave may, with the consent of the employer, be shortened by the teacher giving not less than seven (7) working weeks notice in writing stating the period by which the leave is to be shortened.

(c) The provisions of paragraphs (a) and (b) hereof do not apply to those teachers taking further periods of leave, unless the employer consents.

**(6) Cancellation of Parental Leave**

(a) Parental leave applied for but not commenced shall be cancelled where the pregnancy of a teacher or the teacher's spouse terminates other than by the birth of a living child.

(b) Where the pregnancy of a teacher then on maternity leave terminates other than by the birth of a living child, it shall be the right of the teacher to resume work at a time nominated by the employer (which shall be no later than the beginning of the next succeeding term from the date of the notice in writing by the teacher to the employer that she wishes to resume work).

(c) In this case the teacher may undertake temporary employment with another employer without affecting his/her contract of service with the school from which he/she took leave.

**(7) Special Maternity Leave and Sick Leave**

(a) Where the pregnancy of a teacher not then on maternity leave terminates after twenty-eight (28) weeks other than by the birth of a living child, then—

- (i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a legally qualified medical practitioner certifies as necessary before her return to work; or
- (ii) for illness other than the normal consequences of confinement she shall be entitled either in lieu of or in addition to special maternity leave to such paid sick leave to which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work.

(b) Where a teacher not then on maternity leave suffers illness related to her pregnancy, she may take such sick leave to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a legally qualified medical practitioner certifies as necessary before her return to work provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed one hundred and four (104) weeks for the first period of maternity leave.

(c) For the purposes of subclauses (8), (9) and (10) hereof maternity leave shall include special maternity leave.

(d) A teacher returning to work after a period of leave taken pursuant to this subclause shall, subject to paragraph (e), be entitled to a position commensurate with her qualifications, experience and previous classification.

(e) A part-time teacher shall be entitled to return to a position which includes the same number of hours per week but not necessarily the same times or class levels.

#### (8) Parental Leave and Other Entitlements

Provided the aggregate of leave, including leave taken pursuant to subclauses (4) and (7) hereof, does not exceed one hundred and four (104) weeks for each period of parental leave or does not negate the obligation to return to work at the beginning of the school year for further periods of parental leave as defined in subclause (3)(a);

(a) a teacher may in lieu of or in conjunction with parental leave take any annual leave or long service leave or any part thereof to which the teacher is then entitled;

(b) paid leave other than long service leave is not available to a teacher during the teacher's absence on parental leave.

#### (9) Effect of Parental Leave on Employment

Notwithstanding any provision to the contrary, absence on parental leave shall not break the continuity of service of a teacher but shall not be taken into account in calculating the period of service for any purpose of this Agreement.

#### (10) Termination of Employment

(a) A teacher on parental leave may terminate employment at any time during the period of leave by due notice given.

(b) An employer shall not terminate the employment of a teacher on the grounds of pregnancy or absence on parental leave but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

#### (11) Return to work after a single period of Parental Leave

(a) Except as provided in paragraph (b) hereof, a teacher will return to work only from the beginning of a school term, preferably from the beginning of a school year and will indicate an intention of returning to work by giving in writing not less than seven (7) working weeks' notice wholly within a school term, that notice to be immediately prior to the proposed school term of commencement.

(b) An employer may by agreement with the teacher arrange for a teacher to return to work at some date other than the commencement of a school term.

(c) Provided the notice required pursuant to paragraph (a) above has been given, a teacher shall be entitled to a position commensurate with the teacher's qualifications, experience and previous classification.

(d) A part-time teacher shall be entitled to return to a position which includes the same number of hours per week, but not necessarily the same times or class levels.

(e) If no confirmation of an intention to return is received, the employer shall take reasonable steps of inquiry prior to making other arrangements.

(12) Return to work from a further period of parental leave resulting from a subsequent pregnancy

(a) A teacher will return to work only from the beginning of a school year and will indicate an intention of returning to work by giving in writing not less than seven (7) working weeks notice wholly within a school term in the school year prior to the intended return.

(b) Return to work from a further period of parental leave resulting from a subsequent pregnancy will comply with subclause (11) paragraphs (b), (c), (d) and (e).

#### (13) Replacement Teachers

(a) A teacher specifically engaged as a result of a teacher proceeding on parental leave will normally be a replacement teacher provided however that such replacement teacher does not have to fill the position vacated by the teacher proceeding on parental leave.

(b) Before an employer engages a replacement teacher under this subclause, the employer shall inform that person of the temporary nature of the employment and the rights of the teacher who is being replaced.

(c) Before an employer temporarily promotes or transfers a teacher to replace a teacher exercising rights under this clause

the employer shall inform that person of the temporary nature of the promotion or transfer and the rights of the teacher who is being replaced.

(d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement teacher.

### Part 2—Adoption Leave

#### (1) Definitions

In this subclause

“child”, in relation to a teacher, means a person under the age of 5 years who is placed with the teacher for the purposes of adoption and who has not previously lived continuously with the teacher for a period of 6 months or more or is not a child or step-child of the teacher or of the spouse of the teacher.

“primary care-giver” means a person who assumes the principal role of providing care and attention to a child.

“relative adoption” occurs where a child is adopted by a parent, a spouse of a parent or another relative, being a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

#### (2) Eligibility for adoption leave

(a) A teacher is, on production to the employer of the documentation required by subclause (3) below entitled to one or two periods of adoption leave, the total of which must not exceed 104 weeks in the following circumstances—

(i) An unbroken period of up to 3 weeks at a time of the placement of the child (referred to in this subclause as “short adoption leave”);

(ii) An unbroken period of up to 104 weeks from the time of the placement of the child in order to be the primary care-giver of the child (referred to in this clause as “extended adoption leave”). This entitlement is to be reduced by any period of short adoption leave taken and the aggregate of any periods of adoption leave taken or to be taken by the teacher's spouse in relation to the same child. Save that for a replacement or relieving teacher, that period of leave shall not extend beyond the period for which they have been engaged as a replacement or relieving teacher;

(b) Extended adoption leave is not to be taken concurrently with adoption leave taken by the teacher's spouse in relation to the same child.

(c) The teacher must have had at least one year of continuous service within Catholic education in Western Australia immediately preceding the date on which the teacher commences either period of leave.

#### (3) Certification

(a) Before taking adoption leave, the teacher must produce to the employer a statement from an adoption agency or another appropriate body of the expected date of placement of the child with the teacher for adoption purposes; or a statement from the appropriate government authority confirming that the teacher is to have custody of the child pending application for an adoption order.

(b) In relation to any period of extended adoption leave to be taken, the teacher must also produce a statutory declaration—

(i) stating that the teacher is seeking that period of adoption leave to become the primary care-giver of the child; and

(ii) stating particulars of any period of adoption leave sought or taken by the teacher's spouse; and

(iii) stating the teacher's agreement that for the period of the teacher's adoption leave the teacher will not engage in any action inconsistent with the teacher's contract of employment.

#### (4) Notice requirements

(a) On receiving notice of approval for adoption purposes, a teacher must notify the employer of the approval and within two (2) months after receiving notice of the approval, must further notify the employer of the period or periods of adoption leave which the teacher proposes to take. In the case of a relative adoption, the teacher must so notify the employer on deciding to take a child into custody pending an application for an adoption order.

(b) A teacher who commences employment with an employer after the date of approval for adoption purposes must notify the employer of that date on commencing employment and of the period of adoption leave which the teacher proposes to take.

(c) A teacher must, as soon as the teacher is aware of the expected date of placement of a child for adoption purposes but no later than fourteen (14) days before the expected date of placement, give notice in writing to the employer of that date, and of the date of commencement of any period of short adoption leave to be taken.

(d) A teacher must, at least seven (7) weeks before the proposed date of commencing any period of extended adoption leave to be taken, give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.

(e) A teacher shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with paragraphs (c) or (d) hereof if the failure is caused by—

- (i) the requirement of an adoption agency for the teacher to accept earlier or later placement of a child; or
- (ii) the death of the teacher's spouse.

(5) Variation of period of adoption leave

(a) Provided the addition does not extend adoption leave beyond 104 weeks, the period of extended adoption leave may be lengthened once only by the teacher giving not less than twenty-one (21) days notice in writing stating the period by which the leave is to be lengthened.

(b) The period may be further lengthened by agreement between the employer and the teacher.

(c) The period of extended adoption leave may, with the consent of the employer, be shortened by the teacher giving not less than seven (7) working weeks notice in writing stating the period by which the leave is to be shortened.

(6) Cancellation of adoption leave

(a) Adoption leave, applied for but not commenced, is cancelled should the placement of the child not proceed.

(b) If the placement of a child for adoption purposes with a teacher then on adoption leave does not proceed or continue, it shall be the right of the teacher to resume work at a time nominated by the employer (which shall be no later than the beginning of the next succeeding term from the date of the notice in writing by the teacher to the employer that the teacher wishes to resume work).

(d) In this case, the teacher may undertake temporary employment with another employer without affecting his/her contract of service with the school from which he/she took leave.

(7) Special Adoption leave

The employer must grant to any teacher who is seeking to adopt a child any leave not exceeding two (2) days (paid or otherwise), that is required by the teacher to attend any compulsory interviews or examinations that are necessary as part of the adoption procedure.

(8) Adoption leave and other entitlements

(a) So long as the aggregate of any leave, including leave taken under this subclause does not exceed 104 weeks, a teacher may, instead of or in conjunction with adoption leave, take any annual leave or long service leave or any part of it to which the teacher is entitled.

(b) Paid leave other than long service leave is not available to a teacher during the teacher's absence on adoption leave.

(9) Effect of adoption leave on employment

Notwithstanding any provision to the contrary, absence on adoption leave shall not break the continuity of service of a teacher but shall not be taken into account in calculating the period of service for any purpose of this Agreement provided that absence on adoption leave shall count for purposes of subclause (2)(c) above.

(10) Termination of employment

(a) A teacher on adoption leave may terminate employment at any time during the period of leave by due notice given.

(b) An employer shall not terminate the employment of a teacher on the ground of the teacher's absence on adoption

leave but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(11) Return to work after adoption leave

(a) Except as provided in paragraph (b) hereof, a teacher will return to work only from the beginning of a school term, preferably from the beginning of a school year and will indicate an intention of returning to work by giving in writing not less than seven (7) weeks' notice, that notice to be immediately prior to the proposed school term of commencement.

(b) An employer may by agreement with the teacher arrange for a teacher to return to work at some date other than the commencement of a school term.

(c) Provided the notice required pursuant to subclause (a) above has been given, a teacher shall be entitled to a position commensurate with the teacher's qualifications, experience and previous classification.

(d) A part-time teacher shall be entitled to return to a position which includes the same number of hours per week, but not necessarily the same times or class levels.

(e) If no confirmation of an intention to return is received, the employer shall take reasonable steps of inquiry prior to making other arrangements.

(12) Replacement Teachers

(a) A teacher specifically engaged as a result of a teacher proceeding on adoption leave will normally be a replacement teacher provided however that such replacement teacher does not have to fill the position vacated by the teacher proceeding on adoption leave.

(b) Before an employer engages a replacement teacher under this subclause, the employer shall inform that person of the temporary nature of the employment and the rights of the teacher who is being replaced.

(c) Before an employer temporarily promotes or transfers a teacher to replace a teacher exercising rights under this clause the employer shall inform that person of the temporary nature of the promotion or transfer and the rights of the teacher who is being replaced.

(d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement teacher.

**Part 3—Part-time Work**

(1) Definitions

In this subclause

“Female teacher” means an employed female who is pregnant or is caring for a child whom she has borne or a child who has been placed with her for adoption purposes.

“Male teacher” means an employed male who is caring for a child of his spouse or a child placed with the teacher for adoption purposes.

“Part-time employment” means work of a lesser number of hours than constitutes full-time work under this Agreement, but does not include temporary or casual work.

“Former position” means the position held by a teacher immediately before commencing part-time employment under this subclause or, if such position no longer exists but there are other positions available for which the teacher is qualified and capable of performing, a position as nearly as possible comparable in status and pay to that of the position held by the teacher immediately before commencing part-time work.

(2) Entitlement

With the agreement of the employer—

(a) a female teacher may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy necessary or desirable;

(b) a female teacher may work part-time in one or more periods at any time from the seventh week after the date of the birth of the child until its third birthday;

(c) a male teacher may work part-time in one or more periods at any time from the date of the birth of the child until its third birthday;

(e) in relation to adoption, a female or male teacher may work part-time in one or more periods at any time

from the date of placement of the child until the third anniversary of that date.

(3) Return to former position

(a) A teacher who has had at least one year of continuous service within Catholic education in Western Australia immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to their former position.

(b) Nothing in paragraph (a) hereof shall prevent the employer from permitting the teacher to return to their former position after a second or subsequent period of part-time employment.

(4) Effect of part-time work on continuous service

Under this Agreement, commencement on part-time employment under this subclause and return from part-time employment to full-time employment under this subclause does not break the continuity of service of a teacher.

(5) Pro-rata entitlements

Subject to the provisions of this subclause and the matters agreed to in subclause (6) hereof, part-time employment shall be in accordance with the provisions of the Award and/or this Agreement and shall apply pro-rata.

(6) Part-time Work Agreement

(a) Before commencing a period of part-time employment under this subclause the employer and the teacher shall agree—

- (i) that the teacher may work part-time;
- (ii) upon the hours to be worked by the teacher, the days upon which they will be worked and the commencing times for the work;
- (iii) upon the period of part-time employment.

(b) The terms of this agreement may be varied by consent.

(c) The terms of this agreement and any variation to it shall be in writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the teacher by the employer.

(d) The work to be performed part-time need not be the work performed by the teacher in the teacher's former position but shall be work commensurate with the teacher's qualifications, experience and previous classification.

(e) An employer may request, but not require, a teacher working part-time under this clause to work outside or in excess of the teacher's ordinary hours of duty provided for in accordance with paragraph (a) hereof.

(7) Termination of Employment

(a) The employment of a part-time teacher under this clause may be terminated in accordance with the provisions of the Award and/or this Agreement but may not be terminated by the employer because the teacher has exercised or proposes to exercise any rights under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.

(b) Any termination benefits payable to a teacher whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time teacher as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time teacher on a pro-rata basis.

(8) Replacement Teachers

(a) A teacher specifically engaged as a result of a teacher proceeding on part-time employment under this subclause will normally be a replacement teacher.

(b) Before an employer engages a replacement teacher under this subclause, the employer shall inform that person of the temporary nature of the employment and the rights of the teacher who is being replaced.

(c) Before an employer temporarily promotes or transfers a teacher to replace a teacher exercising rights under this clause the employer shall inform that person of the temporary nature of the promotion or transfer and the rights of the teacher who is being replaced.

(d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement teacher.

## 21.—REDUNDANCY PROVISIONS

(1) Should a position in a Catholic school become redundant then the provisions of—

- (a) the Workplace Relations Act (1996); and/or
  - (b) the Catholic Education Commission of Western Australia policy on redundancy; and/or
  - (c) this Agreement,
- whichever is the greater, shall apply.

(2) In calculating the years of service of a teacher, all continuous service within Catholic schools in Western Australia will be considered and not only the service completed at the current school.

(3) Where a school proposes to make one or more teaching positions redundant the employer shall make redundancy payments to the teachers made redundant—

<u>Period of Service</u>	<u>Weeks of severance pay.</u>
Less than 1 year	Nil
One year and less than two years	4 weeks
Two years and less than three years	6 weeks
Three years and less than four years	7 weeks
Four years and above	2 weeks per year of service to a maximum of 16 weeks.

(4) When the employer identifies a potential redundancy and before a teacher is named as the person whose position has been declared redundant, the employer shall offer all teachers at that school the opportunity to take leave without pay for a period of one school year or such a period to resolve the potential redundancy. Where a suitable application is received that resolves the potential redundancy, then the teacher shall be granted leave without pay for the period.

(5) Continuity of service for all purposes of the Award and/or this Agreement shall apply where a teacher has been made redundant and is re-employed by a Catholic school within six months.

(6) If during the life of this Agreement the Australian Industrial Relations Commission moves to a new redundancy standard in excess of the provisions of this clause, then the new standard will apply and as such the parties agree to amend this Agreement accordingly.

(7) Notwithstanding the other provisions of this clause, nothing shall prevent the parties from negotiating a redundancy settlement in excess of the provisions as determined in subclause (3) of this clause.

## 22.—PLAYGROUND DUTY

Where a teacher is required to perform playground supervision, such supervision shall be so rostered as to allow a fair and reasonable midday meal break.

## 23.—FLEXIBILITY IN THE SCHOOL DAY/YEAR

(1) Flexible working hours for teachers may be implemented at schools where an improved curriculum can be offered, or more effective and efficient use of resources occurs.

The following criteria shall be applied prior to the implementation of flexible hours—

- (a) a consultative process to occur at school level involving all stakeholders, including the ISSOA, school decision making groups, parents, students and staff;
- (b) issues such as duty of care, health, safety and welfare, equity and other legislative requirements allowed for;
- (c) workloads and career aspirations have been considered;
- (d) individual circumstances have been fairly and reasonably considered;
- (e) the distribution of hours to be equitable.

(2) Specifically excluded from these flexibility arrangements are increased working hours for teachers.

## 24.—MANNER OF LIFE

(1) Where an allegation has been made against a teacher with regard to the teacher's manner of life and/or stated beliefs which may be in breach of Clause 11.—Conditions of Employment, subclause (2)(a) of this Agreement, the following procedures shall apply—

## (2) The Allegation

(a) Any allegation for breach of this clause shall be directed to the Principal of the school in which the teacher is employed and shall be in writing stating—

- (i) the nature of the allegation;
- (ii) the proof supporting the allegation; and
- (iii) the source of the allegation.

(b) The person/s making the allegation must have direct knowledge of the alleged breach and shall be required to support the allegation in conformity with the provisions as outlined in paragraph (a) of this subclause.

(c) The Principal and/or the person/s making the allegation should observe confidentiality at all times and the Principal shall advise such person/s of the seriousness of their allegation and counsel such person/s of the consequences of malicious, false or exaggerated allegations.

(d) The employer shall record the details of the allegation and where necessary clarify any matter pertaining to the allegation.

## (3) Advising the Teacher

(a) (i) Should the employer determine that the allegation cannot be sustained, the matter shall be discontinued and the person/s making the allegation advised accordingly.

(ii) Should the circumstances warrant, the employer may advise the teacher of the allegation and the outcome as prescribed in paragraph (a)(i) of this subclause.

(b) If the employer determines that the allegation needs to be acted upon, he/she shall advise the teacher in writing stating—

- (i) the nature of the allegation;
- (ii) the proof supporting the allegation;
- (iii) the source of the allegation;
- (iv) the potential consequences if the allegation is proven;
- (v) that the teacher is not required to answer the allegation immediately but may elect to seek the appropriate advice and representation; and
- (vi) a reasonable time frame for a response.

(4) Where an allegation for breach of this clause has been confirmed by the teacher, the teacher shall be offered the opportunity to rectify the matter where possible, in a manner agreed between the teacher and the employer. Such agreement shall be in writing.

(5) Should the matter not be resolved in accordance with subclauses (3) or (4) of this clause, the provisions of Clause 30.—Dispute Avoidance and Grievance Procedures of this Agreement shall apply.

## 25.—PROFESSIONAL DEVELOPMENT

Professional development has as its priority the upgrading of professional knowledge and skills. Both the school and the teacher should share the responsibility of teachers' professional development.

In addition to courses provided in school hours, the parties accept that courses outside of school hours should be made available to teachers. Access to such courses should be at the discretion of the teacher.

## 26.—PROFESSIONAL RESPONSIBILITIES

(1) The parties recognise that there is a wide range of duties and responsibilities involved in the profession of teaching.

(2) The parties recognise that the following principles apply in addressing the fair and reasonable participation of teachers—

- (a) Much of the life and culture of the school is derived from school activities involving teachers and students conducted outside regular classroom contact;
- (b) The efforts of teachers who contribute significantly to the life and values of the school should be recognised;

- (c) Duty of care responsibilities must be considered in the planning of all activities conducted by the school;
- (d) There will be collaborative planning between school and staff in the allocation of teachers to all activities conducted by the school;
- (e) The competence, skills and qualifications of teachers, including part-time teachers, will be considered in the planning and allocating of activities conducted by the school, having regard for the teacher's professional development and family responsibilities;
- (f) Some schools may have expanded educational programs which may require flexible employment arrangements.

## 27.—SUMMATIVE APPRAISAL

During the life of this Agreement, all forms of teacher appraisal (including Summative and Senior Teacher appraisal) will be re-negotiated.

## 28.—PART TIME TEACHERS

## (1) Contract of employment

(a) In engaging a part time teacher schools will recognise that part time teachers are entitled to supplement their income through other employment.

(b) The number of hours of scheduled class time and professional responsibilities and duties of a part time teacher shall be set out in writing by the employer at the time of engagement and at any other time when a variation occurs.

(2) A part time teacher's weekly rate of pay shall be assessed according to the following formula—

$$\frac{\text{Hours worked}}{\text{Full time teachers' hours}} \times \frac{\text{the appropriate}}{\text{full time salary}}$$

*Note: Hours = the number of hours of scheduled class time for the teacher*

(3) A part time teacher in a Primary School shall be given a proportional amount of release time for planning and preparation as given to a full time teacher in that school.

(4) A part time teacher shall be expected to undertake a proportional number of additional duties normally expected of a full time teacher in that school, provided that those duties fall at times adjoining that teacher's normal scheduled classroom teaching hours or on a usual day of employment, e.g. yard supervision, staff meetings, etc.

## (5) Additional hours

(a) Where an employer requires and the part time teacher agrees to work additional hours, the teacher shall be paid for each additional hour or part thereof at that teacher's normal part-time hourly rate of pay.

(b) Such additional hours worked under this arrangement shall not result in proportionate adjustments under any other clause in the Award or this Agreement.

## (6) Variation of hours

(a) The school may vary the teaching load of a part time teacher from the beginning of each school year with 6 weeks notice or at any time by agreement with the teacher.

(b) In the absence of the required notice as per subclause (a) and provided that the change involves a decrease in salary, the teacher's salary will be maintained at its former level for the period of the notice not given.

## 29.—SPECIAL LEAVE

(a) A teacher shall, on sufficient cause being shown, be granted special leave with pay.

(b) "Sufficient cause" is defined as a matter or situation for which—

- (i) no other paid leave is available
- (ii) no other arrangements can reasonably be made
- (iii) the absence from duty is required due to pressing necessity.

(c) The period determined at the discretion of the employer having regard to all of the circumstances but would not normally exceed 3 days for any one instance.

30.—DISPUTE AVOIDANCE AND GRIEVANCE PROCEDURE

(1) The objective of these procedures is the avoidance and resolution of industrial disputation by measures based on consultation, co-operation and negotiation and the parties to a dispute shall make reasonable attempts to resolve the matter by mutual discussion and determination.

(2) Without prejudice to either party, the parties to this Agreement shall ensure the continuation of work in accordance with the Award, this Agreement and the custom and practice in Catholic Schools in Western Australia.

(3) (a) In the event of any matter arising which is of concern, the teacher shall discuss this matter with the Principal or his/her nominee.

(b) If the matter is not resolved at this level, the teacher and/or the Principal may refer the matter to the Independent Schools Salaried Officers' Association and/or the Catholic Education Office (Employee and Community Relations Team).

(In an attempt to resolve the matter it may be necessary to have formal discussion between the ISSOA and the Director of Catholic Education in Western Australia.)

(c) If the matter cannot be resolved at this level it may be referred to the Western Australian Industrial Relations Commission.

(4) Nothing contained in this procedure shall prevent the Secretary of the ISSOA or his/her nominee or the Director of Catholic Education in Western Australia or his/her nominee from entering into negotiations at any level either at the request of any of the parties to the dispute or on their own initiative in respect of matters in dispute should such action be considered conducive to achieving resolution of the dispute.

31.—SIGNATURES

(Signature)
(Name of signatory in block letters)
Congregation of The Missionary Oblates
of the Most Holy and Immaculate Virgin Mary

(Signature)
(Name of signatory in block letters)
Independent Schools Salaried Officers'
Association of Western Australia,
Industrial Union of Workers

WESTERN AUSTRALIAN CATHOLIC SCHOOLS (ENTERPRISE BARGAINING) AGREEMENT NO. 6 OF 2000.

No. AG 165 of 2000.

2000 WAIRC 00518

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

PARTIES THE INDEPENDENT SCHOOLS SALARIED OFFICERS' ASSOCIATION OF WESTERN AUSTRALIA, INDUSTRIAL UNION OF WORKERS & OTHER V (NOT APPLICABLE)

CORAM COMMISSIONER S J KENNER

DELIVERED MONDAY, 28 AUGUST 2000

FILE NO/S AG 165/2000

Representation

Applicant Mr N Briggs

Respondent

Order.

HAVING heard Mr N Briggs on behalf of the applicant and there being no appearance on behalf of the respondent and by

consent the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

(1) THAT the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 6 of 2000 as filed in the Commission on 10 July 2000 in the terms of the following schedule be and is hereby registered as an industrial agreement.

(2) THAT the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 6 of 1998 No AG 144 of 1998 be and is hereby cancelled.

(Sgd.) S. J. KENNER, Commissioner.

[L.S.]

Schedule.

1.—TITLE

This Agreement shall be known as the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 6 of 2000 and shall replace the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 6 of 1998.

2.—ARRANGEMENT

- 1. Title
2. Arrangement
3. Parties to the Agreement
4. Scope of Agreement
5. Relationship to Parent Award
6. Term of Agreement
7. Expiration of Agreement
8. No Extra Claims
9. No Duress
10. Objects of the Agreement
11. Conditions of Employment
12. Contract of Service
13. Salaries
14. Deferred Salary Scheme
15. Promotional Positions
16. Location Allowances
17. Sick Leave
18. Family Leave
19. Long Service Leave
20. Parental Leave
21. Redundancy Provisions
22. Playground Duty
23. Flexibility in the School Day/Year
24. Manner of Life
25. Professional Development
26. Professional Responsibilities
27. Summative Appraisal
28. Part Time Teachers
29. Special Leave
30. Dispute Avoidance and Grievance Procedure
31. Signatures

3.—PARTIES TO THE AGREEMENT

This Agreement is made between The Roman Catholic Bishop of Bunbury and the Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers (the ISSOA), a registered organisation of employees.

4.—SCOPE OF AGREEMENT

(1) This Agreement shall apply to all teachers who are covered by the provisions of the Independent Schools' Teachers' Award (1976), as amended.

(2) The number of teachers covered by this agreement is 565.

5.—RELATIONSHIP TO PARENT AWARD

Except as provided by this Agreement, the conditions of employment of teachers employed in Catholic Schools in Western Australia will be in accordance with the Independent Schools' Teachers' Award (1976), as amended.

6.—TERM OF AGREEMENT

(1) This Agreement shall come into effect on and from 1 July 2000 and shall expire on 30 June 2003.

(2) During the term of this Agreement, the provisions of this Agreement may be varied by mutual agreement between the parties.

#### 7.—EXPIRATION OF AGREEMENT

(1) On the expiration of this Agreement and in the absence of the registration of a subsequent Enterprise Agreement, the provisions of this Agreement shall prevail for the purposes of the conditions of employment that will apply to teachers covered by this Agreement.

(2) Negotiations for a new Enterprise Agreement will commence 6 months prior to the expiry of this Enterprise Agreement.

#### 8.—NO EXTRA CLAIMS

It is a condition of this Agreement, that the parties will not make any further claims with respect to salaries and conditions during the period of this Agreement unless they are consistent with the State Wage Fixing Principles.

#### 9.—NO DURESS

This Agreement was not entered into by either of the parties under duress from the other party or any other person or persons.

#### 10.—OBJECTS OF THE AGREEMENT

In reaching this agreement the parties have recognised—  
Catholicity—

- The need to maintain a just working environment in which education can be provided in harmony with the aims, objectives and philosophy of Catholic education.

Professionalism—

- A mutual responsibility to protect, develop and enhance Catholic education within the State of Western Australia.
- The need to safeguard and enhance the quality of teaching and learning in Catholic schools in Western Australia and the public perception of it.

Flexibility—

- The variety of educational and managerial arrangements that exist requiring flexibility in the application of regulations that govern employment practices.
- The need to consolidate, and develop further, initiatives arising out of the award restructuring process.
- Productivity and efficiency have a growing influence in educational policies and practices.

Schools are expected to do more with the same level of resources, necessitating productivity and efficiency improvements which may be qualitative rather than quantitative.

#### 11.—CONDITIONS OF EMPLOYMENT

The parties acknowledge that the following *Conditions of Employment of Teachers in Catholic Schools in WA (2000)* is an official statement of the Catholic Education Commission of Western Australia and as such applies to all teachers employed in a Catholic school in Western Australia.

Conditions of Employment of Teachers in Catholic Schools in WA (2000)

##### 1. The Employing Authority

1.1 In Diocesan accountable schools, the teacher is employed by the Bishop of the Diocese who delegates this power to the school board.

1.2 In Order accountable schools the teacher is employed by the Congregational Leader who may delegate this authority to a school board or principal.

##### 2. The Fundamental Responsibilities of the Teacher

A teacher is required, under the direction of the Principal, to contribute actively towards;

2.1 the maintenance of the Catholicity of the school through a manner of life and stated beliefs which are in keeping with the teachings of the Catholic Church;

2.2 the promotion of the religious instruction and formation of pupils in accordance with the directives and requirements of the Catholic Education Commission and the Bishop of the Diocese;

2.3 the undertaking of appropriate accreditation programs, as required.

##### 3. Duties

The teacher is required to—

- 3.1 perform such duties, teaching and non—teaching, as are customarily rostered and shared by all staff;
- 3.2 help ensure the provision of a Catholic perspective in the activities of the school;
- 3.3 model the leadership that is appropriate for all members of the school community;
- 3.4 keep abreast of current developments in educational theory and practice;
- 3.5 demonstrate a pastoral concern for each member of the school community.

##### 4. Other Matters

4.1 A full time teacher shall be permitted to engage in other employment provided that—

- (i) such employment does not affect the teacher's employment and professional responsibilities to the school, and
- (ii) the principal is notified

4.2 Any fraudulent misrepresentation in the teacher's curriculum vitae, or other documentation presented to the employer, which impacts on the employment contract of the teacher may result in the termination of the employment contract.

4.3 The teacher has the responsibility to advise the employer of any previous or current criminal convictions or proceedings that may conflict with the stated philosophy of a Catholic school and the objects of this agreement. The teacher acknowledges that the employer has the right to enquire about such convictions or proceedings, provided that the employer notifies the teacher of any inquiry prior to it being conducted.

#### 12.—CONTRACT OF SERVICE

(1) When a teacher accepts an appointment within the Catholic system in Western Australia for the first time, the appointment is probationary and as such the teacher is subject to professional appraisal in the second year of employment so as to confirm ongoing employment.

(2) (a) Except in the case of a relief or temporary teacher, the termination of the service of a teacher shall require a minimum of six weeks' notice by either party to take effect from the close of school business at the end of the school term.

(b) Provided that the requirements of this subclause may be waived in part or in whole by mutual agreement between the teacher and the employer. Any request to waiver such notice shall not be unreasonably withheld by the employer, where it is deemed that the teacher has not been able to give the required notice through no fault of their own.

(c) Subject to the provisions of this subclause, failure to give the required notice shall make either party liable for the payment to the other party of an amount equivalent to the period of notice not given.

(d) When a teacher resigns, the employer reserves the right to withhold or recover an amount equivalent to any period of overpayment of salary. However, approval must be obtained from the Director of Catholic education before such action is proceeded with.

#### 13.—SALARIES

(1) The minimum annual rate of salary payable to teachers engaged in the classifications prescribed in Clause 11.—Salaries of the Award shall be—

Step	Salary (\$)
Step 1	24,156
Step 2	25,570
Step 3	30,924
Step 4	32,672
Step 5	33,964
Step 6	36,002
Step 7	37,395
Step 8	39,081
Step 9	41,827
Step 10	43,113
Step 11	44,898
Step 12	46,428
Step 13	48,264

(2) Notwithstanding subclause (1) of this clause, if, during the life of this Agreement, the Education Department of Western Australia salaries receive a further general increase, then the rates in (1) shall increase by that general increase from the same operative date as the EDWA increase.

(3) Subject to the provisions for implementing the classification set out in the Appendix to the Award, an appointee to a Senior Teacher classification shall be entitled to the following annual allowance—

- (a) Level One—3.2 % of the maximum total salary per annum as prescribed in subclause (1) of this clause.
- (b) Level Two—6.9% of the maximum total salary per annum as prescribed in subclause (1) of this clause.

(4) Notwithstanding the provisions of subclause (5) of Clause 11.—Salaries of the Award, relief teachers employed for five (5) days or less may be engaged by the day or half day. A half day is determined as the hours usually worked in a school prior to or immediately following the lunch break.

(5) Accreditation B Certificate

(a) The holding of the study component of a current Accreditation B Certificate would allow a 3 year trained teacher with the 2 years of full time equivalent experience at Step 9 to move to Step 10 from 1 July 2000 and to step 11 from 1 January 2002.

(b) Thereafter, progression from Step 9 to Step 10 and then to Step 11, shall be by biennial steps for 3 year trained teachers.

(6) Upgrading from a 3 year to a 4 year qualification

When a teacher upgrades their teaching qualification from 3 years to 4 years, then in calculating the new position on the incremental scale in sub-clause(1), all previous relevant full time equivalent experience shall count.

(7) Salary Packaging

Salary packaging in compliance with the Catholic Education Commission of Western Australia's statement shall be available to teachers from 1 July 2000.

#### 14.—DEFERRED SALARY SCHEME

Teachers may apply to have their salary payments deferred in accordance with the provisions of this clause.

(1) Eligibility

(a) Teachers who have been employed within the Catholic system for a minimum of two (2) years, including full time and part time teachers, are eligible to apply.

(b) Approval of applications will be determined by the employer based on the needs and requirements of the school.

(2) Period of Leave

(a) The period of leave will be for twelve (12) months, from 1 January to 31 December.

(b) Participants will not be able to return to a position at the same school during the 12 month leave period.

(c) Should alternative employment be sought during the year of leave, the teacher is to advise the employer.

(d) Should employment as a teacher be pursued within a Catholic school, only relief work may be undertaken by the teacher.

(e) The year of leave, the fifth year, will be taken in accordance with the conditions as prescribed within Clause 8—Leave, (3) Leave Without Pay of the Independent Schools' Teachers' Award.

(3) Payment of Salary

(a) During the four year accrual period participants in the scheme receive 80% of their normal fortnightly salary and will thus be taxed at this reduced rate of pay. Normal salary is defined as a teacher's normal fortnightly salary plus any associated teaching allowances.

In the fifth year, when leave is taken, the participants will receive the money contributed over the four year period. This amount can be paid fortnightly; in one lump sum payment; or two payments, one in each of the financial years.

(b) The participant will be taxed only on the amount actually received, in this case approximately 80% of the normal salary (including allowances). This is a significant taxation incentive for participants. It is recommended that, prior to

entering into this scheme, prospective participants discuss taxation implications and other related issues with their accountant or financial adviser.

(c) It should be noted that interest is not paid on amounts accumulated during the accrual period. A taxation ruling prohibits such payment on the basis that people taking advantage of a taxation incentive cannot derive interest on those funds. Interest accrued will be utilised to offset the administrative costs of the fund.

(4) Suspension of Contributions

(a) Participation in the scheme will be suspended during any period of unpaid leave. Any period of unpaid leave will reduce payments into the fund and therefore proportionately reduce the accrued payment in the year of leave.

(b) A participant may elect to suspend contributions for a period of less than twelve months once during the accrual period. This will also reduce the accrued payment in the year of leave.

(c) The employer retains the discretionary authority to approve suspension for a period of twelve (12) months at the request of the participant. Such a suspension will extend the taking of the year of leave by one (1) year.

(5) Withdrawal

(a) The participant may withdraw from the scheme at any time by notifying the employer in writing. It should be noted that only the exact money paid into the scheme will be paid in a lump sum on withdrawal and no interest will be paid on this amount.

(b) The participant who withdraws from the scheme will be taxed on the lump sum payment and any other salary received during that financial year. Significant taxation implications may, therefore, apply.

(6) Long Service Leave, Sick Leave and Increment Entitlements

(a) A participant in the scheme will accrue the above entitlements at 100% of the normal accrual rate over the first four years only. The fifth year, the year of leave, is a non-accrual period.

(b) If a participant becomes eligible for long service leave during the fourth year of the deferred salary scheme, the long service leave entitlement will further be deferred and taken in the fifth year of the scheme or taken in the final term/semester of the fourth year of the scheme, or the first term/ semester of the sixth year.

(7) Workers' Compensation

(a) Participants in the scheme are covered by workers' compensation during the first four years of the scheme at 100% of their normal salary. A participant in receipt of workers' compensation during the first four years may elect to continue in the deferred salary scheme or suspend their contributions until their return to full duties.

(b) Any period of suspension due to workers' compensation shall be undertaken in accordance with subclause (4) of this clause.

(c) During the fifth year, the year of leave, the participant is not covered by workers' compensation.

(8) Superannuation

Contributions are based on 100% of the participant's normal salary over the first four years only.

(9) Fund Management

The scheme will be managed by the Catholic Education Office. During the four year accrual period, schools will remit 20% of salary foregone to the Office on a two or four weekly basis. Participants will receive a statement from the Office at the end of each year showing the amount accumulated in the scheme. At the beginning of the fifth year, when leave is taken, the accumulated amount will be forwarded to the participant's school for payment through the school's payroll. All contributions to the scheme are guaranteed by the Catholic Education Office of WA.

(10) Portability

(a) Teachers are able to maintain their participation in the scheme should they transfer their employment between Catholic schools or to the Catholic Education Office.

(b) The teacher is obliged to notify the principal prior to appointment of their participation in the Deferred Salary Scheme and the date that leave is due to be taken.

(c) Participation in the Deferred Salary Scheme shall not impede an application for employment in a Catholic school.

(11) Implementation Date

(a) Applications are to be forwarded to the Principal by the close of business 31 August of the year prior to the year of commencement.

(b) Schools will endeavour to notify the teacher of the result of their applications by 31 October of the same year.

15.—PROMOTIONAL POSITIONS

(1) The minimum promotional allowance payable to teachers engaged in the classifications prescribed in Clause 11.—Salaries, subclause (7) of the Award shall be—

(a) Promotion Level 1 Category A: 14.8% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.

(b) Promotion Level 1 Category B: 12.5% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.

(c) Promotion Level 1 Category C: 10.0% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.

(d) Promotion Levels 2, 3 and 4 shall be paid 70%, 50% and 30% respectively of Promotion Level 1 of the appropriate school category.

(2) In lieu of subclause (1) of this clause, a school may—

(a) after consultation with the staff and

(b) with the agreement of the parties to this Agreement opt to introduce a school based system of promotional positions to replace the arrangements in subclause (1).

(3) The structure and minimum promotional allowance payable to teachers engaged in the classifications prescribed in Clause 11.—Salaries, subclause (8), of the Award shall be as follows—

(a) In schools with 100—300 students—

(i) one Assistant Principal at 15.5% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement; or

(ii) two Assistant Principals each at 7.75% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.

(b) In schools greater than 300 students—

(i) two Assistant Principals each at 15.5% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement; or

(ii) three Assistant Principals each at 10.3% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.

16.—LOCATION ALLOWANCES

Teachers shall be paid the allowance provided for below in lieu of the allowance prescribed in subclause (1) of Clause 17.—Location Allowances of the Award.

Town	Full Rate Allowance \$/week	Half Rate Allowance \$/week
Balgo Hills	160.24	80.12
Boulder	14.42	7.21
Beagle Bay	145.36	72.68
Billiluna	160.24	80.12
Broome	104.97	52.48
Carnarvon	45.15	22.58
Derby	109.62	54.81
Esperance	27.11	13.56
Gibb River	160.24	80.12
Kalgoorlie	14.42	7.21
Karratha	108.38	54.19
Kununurra	137.68	68.89
Lake Gregory/Mulan	160.24	80.12
Lombadina	145.36	72.68
Mullewa	5.52	2.76
Port Hedland	101.07	50.54

Town	Full Rate Allowance \$/week	Half Rate Allowance \$/week
Red Hill/Halls Creek	129.18	64.59
Ringer Soak	160.24	80.12
Southern Cross	26.48	13.24
Tardun	47.93	23.97
Turkey Creek	145.36	72.68
Wyndham	136.66	68.33

17.—SICK LEAVE

A medical certificate from a legally qualified medical practitioner shall be regarded as proof of sickness.

18.—FAMILY LEAVE

(1) Use of sick leave

(a) A teacher with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill. Such leave shall not exceed five (5) days in any calendar year and is not cumulative.

(b) The teacher shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

(c) The entitlement to use sick leave is subject to—

(i) the teacher being responsible for the care of the person concerned; and

(ii) the person concerned being either a member of the teacher's immediate family or a member of the teacher's household.

(d) The teacher shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the teacher, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the teacher to give prior notice of absence, the teacher shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(2) Use of unpaid leave

A teacher may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill.

(3) Nothing contained in this clause shall prevent a teacher from making application for leave as prescribed in Clause 8.—Leave, subclause (1) Special Leave of the Award.

19.—LONG SERVICE LEAVE

(1) As from 1 January 1995, a teacher's entitlement to paid long service leave for each year of service within the Catholic Education system, will accrue at the following rates—

(a) up to ten years of continuous service, 1.3 weeks for each year of service;

(b) for each subsequent year, 1.86 weeks for each year of service.

(2) Subject to subclause (5) of this clause, a teacher who has accrued a minimum entitlement of ten weeks' long service leave shall be entitled to take such leave.

(3) For any service prior to the 1st January 1995, the provisions of long service leave shall be that which is prescribed under the terms of the Award.

(4) The process required for the taking of leave shall be as follows—

(a) the employer shall advise the teacher of his/her impending entitlement to take long service leave prior to the completion of term three in the year preceding the entitlement becoming due;

(b) the teacher shall advise the employer no later than the commencement of term four of the preceding year of their intention or otherwise to take leave;

(c) where an agreement has been reached for the taking of long service leave and circumstances arise that necessitates an adjustment of such leave, then any request for the adjustment shall not be unreasonably withheld.

(5) Where the continuous service of a teacher during the period of accrual contains any period which is less than full time then that teacher's entitlement shall be calculated as follows—

- (a) the number of weeks accrued shall be in accordance with subclause (1) above; and
- (b) payment for the period accrued shall be the average that the teacher's hours bears to that of a full time teacher over the accrual period.

(6) The teacher continues to accrue long service leave entitlement for any period during which the teacher is absent on full pay from his/her duties; long service leave does not accrue for any period exceeding two weeks during which the teacher is absent on unpaid leave.

(7) (a) For the purposes of calculating long service leave entitlement the employer shall allow a break of service up to two terms without penalty to the teacher. Such a break in service shall be deemed to be 'leave without pay' for the purposes of calculating that teacher's entitlement.

(b) The provisions of this subclause shall not prevail if a teacher has been paid a pro-rata payment for accrued long service leave at the time of the break of service.

(8) Vacation leave observed by the school shall count for the purposes of calculating a teacher's entitlement to long service leave.

(9) Any public holiday which occurs during the period a teacher is on long service leave shall be treated as part of the long service leave and extra days in lieu thereof shall not be granted.

(10) Where a teacher has become entitled to a period of long service leave in accordance with the clause, the teacher shall commence such leave as soon as possible after the accrual date by one of the following options, at a time mutually agreed between the employer and the teacher—

- (a) as a term with the excess entitlement being retained as unused accrued long service leave; or
- (b) as a semester, with approved leave without pay for that portion which exceeds the fully accrued long service leave entitlement; or
- (c) with the agreement of the employer, as a term with the excess entitlement being paid for in addition to the ordinary payment for such leave.
- (d) with the agreement of the employer and in special circumstances, a lesser period may be taken than that prescribed in this subclause

(Notation: For the purposes of this subclause a semester is defined as school terms 1 and 2 or 3 and 4.)

(11) Payment for long service leave shall be made in full before the teacher goes on leave, or by agreement between the teacher and the employer at the same time as the teacher's salary would have been paid if the teacher had remained at work.

(12) Where a teacher has completed at least 7 continuous years of service and employment is terminated—

- (a) by the teacher's death; or
- (b) in any circumstances, other than serious misconduct; the amount of leave shall be such as has accrued under the provisions of subclause (1) of this clause.

(13) In the case to which subclause (12) of this clause applies, and in any case in which the employment of the teacher who has become entitled to leave hereunder is terminated before such leave is taken or fully taken, the employer shall—

- (a) upon termination of employment otherwise than by death, pay to the teacher; or
- (b) upon termination of employment by death, pay to the personal representative of the teacher upon request by the personal representative,

a sum equivalent to the amount which would have been payable in respect of the period of leave to which he/she is entitled or deemed to have been entitled and which would have been taken but for such termination.

Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.

(14) Accrued long service leave entitlements are portable between all Catholic schools in Western Australia and those schools subject to the Catholic Schools Long Service Leave Interstate Portability Agreement.

## 20.—PARENTAL LEAVE

Subject to the terms of this clause, a teacher is entitled to maternity, paternity and adoption leave and to work part time in connection with the birth or adoption of a child.

### Part 1—Parental Leave

#### (1) Eligibility for Maternity and Paternity Leave

(a) If a teacher or the teacher's spouse becomes pregnant, the teacher shall, subject to the conditions hereunder, be entitled to parental leave in accordance with the provisions of this clause.

#### Conditions of eligibility—

- (i) The teacher is a full-time teacher or is a part-time teacher whose teaching allotment is not less than three hours per week, but not a relief teacher.
- (ii) The teacher has had not less than 12 months continuous service in Catholic education in Western Australia immediately preceding the date upon which the teacher proceeds on such leave.
- (iii) The teacher shall produce to the employer a certificate from a legally qualified medical practitioner stating the presumed date of confinement.
- (iv) The teacher shall produce a statutory declaration stating particulars of any period of parental leave sought or taken by the teacher's spouse and that for the period of parental leave the teacher will not engage in any action inconsistent with the teacher's contract of employment.

(b) Such leave shall be without pay.

(c) The teacher's entitlement shall be reduced by any period of parental leave taken by the teacher's spouse in relation to the same child and, apart from parental leave of up to one week at the time of confinement, shall not be taken concurrently.

#### (2) Single Period of Parental Leave and Commencement

(a) Subject to subclauses (3) and (6) hereof—

- (i) the period of maternity leave shall be for an unbroken period of from six (6) to one hundred and four (104) weeks and shall include a period of six (6) weeks compulsory leave to be taken immediately following confinement;
- (ii) the period of paternity leave shall be for an unbroken period of from one (1) to one hundred and four (104) weeks and shall include a period of one (1) week compulsory leave to be taken immediately following confinement.
- (iii) however, the period of leave for a replacement teacher shall not extend beyond the period for which they have been engaged as a replacement teacher.

(b) A teacher shall not less than ten (10) weeks prior to the presumed date of confinement produce to the employer the certificate referred to in subclause (1)(a)(iii) and give notice in writing to the employer setting out the presumed date of confinement and the date upon which the teacher proposes to commence parental leave stating the period of leave to be taken.

(c) An employer by not less than fourteen (14) days' notice in writing to the teacher, may require the teacher to commence maternity leave at anytime within the six (6) weeks immediately prior to her presumed date of confinement, except where the teacher can produce a medical certificate from the legally qualified medical practitioner in subclause (1)(a)(iii) stating that they are fit to continue normal duties during the six (6) weeks prior to the presumed date of confinement.

(d) A teacher shall not be in breach of this provision as a consequence of failure to give the stipulated period of notice in accordance with paragraph (c) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.

(3) Further period of Parental Leave resulting from a subsequent pregnancy

(a) For the purposes of this clause a further period of parental leave shall mean a period of parental leave resulting from a subsequent pregnancy taken without a return to work from an initial period of parental leave and shall be deemed to be a new and separate period of parental leave.

(b) When a teacher who is already on parental leave under this clause applies for a further period of leave because of a subsequent pregnancy, the period of parental leave shall be for an agreed period and shall commence from the date of confinement and shall cease at either the start of the next school year or the start of the year following as determined by the teacher.

(c) Application for a subsequent period of parental leave shall comply with the provisions contained in subclauses (1) and (2) above, save that this will not require a teacher currently on paternity leave to return to work during the period of compulsory maternity leave of the mother following the birth of another child.

#### (4) Transfer to a Safe Job prior to Maternity Leave

(a) When in the opinion of a legally qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the teacher make it inadvisable for the teacher to continue at her present work the teacher shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

(b) If the transfer to a safe job is not practicable, the teacher may, or the employer may require the teacher to take leave for such period as is certified necessary by a legally qualified medical practitioner and such leave shall be treated as maternity leave for the purposes of subclauses (9), (10), (11) and (13) hereof.

#### (5) Variation of Maternity Leave

(a) Provided the addition does not extend each period of parental leave beyond one hundred and four (104) weeks, the period may be lengthened only once (save with the agreement of the employer) by the teacher giving not less than seven (7) weeks notice in writing stating the period by which the leave is to be lengthened.

(b) The period of leave may, with the consent of the employer, be shortened by the teacher giving not less than seven (7) working weeks notice in writing stating the period by which the leave is to be shortened.

(c) The provisions of paragraphs (a) and (b) hereof do not apply to those teachers taking further periods of leave, unless the employer consents.

#### (6) Cancellation of Parental Leave

(a) Parental leave applied for but not commenced shall be cancelled where the pregnancy of a teacher or the teacher's spouse terminates other than by the birth of a living child.

(b) Where the pregnancy of a teacher then on maternity leave terminates other than by the birth of a living child, it shall be the right of the teacher to resume work at a time nominated by the employer (which shall be no later than the beginning of the next succeeding term from the date of the notice in writing by the teacher to the employer that she wishes to resume work).

(c) In this case the teacher may undertake temporary employment with another employer without affecting his/her contract of service with the school from which he/she took leave.

#### (7) Special Maternity Leave and Sick Leave

(a) Where the pregnancy of a teacher not then on maternity leave terminates after twenty-eight (28) weeks other than by the birth of a living child, then—

(i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a legally qualified medical practitioner certifies as necessary before her return to work; or

(ii) for illness other than the normal consequences of confinement she shall be entitled either in lieu of or in addition to special maternity leave to such paid sick leave to which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work.

(b) Where a teacher not then on maternity leave suffers illness related to her pregnancy, she may take such sick leave to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a legally qualified medical practitioner certifies as necessary before her return to work provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed one hundred and four (104) weeks for the first period of maternity leave.

(c) For the purposes of subclauses (8), (9) and (10) hereof maternity leave shall include special maternity leave.

(d) A teacher returning to work after a period of leave taken pursuant to this subclause shall, subject to paragraph (e), be entitled to a position commensurate with her qualifications, experience and previous classification.

(e) A part-time teacher shall be entitled to return to a position which includes the same number of hours per week but not necessarily the same times or class levels.

#### (8) Parental Leave and Other Entitlements

Provided the aggregate of leave, including leave taken pursuant to subclauses (4) and (7) hereof, does not exceed one hundred and four (104) weeks for each period of parental leave or does not negate the obligation to return to work at the beginning of the school year for further periods of parental leave as defined in subclause (3)(a);

(a) a teacher may in lieu of or in conjunction with parental leave take any annual leave or long service leave or any part thereof to which the teacher is then entitled;

(b) paid leave other than long service leave is not available to a teacher during the teacher's absence on parental leave.

#### (9) Effect of Parental Leave on Employment

Notwithstanding any provision to the contrary, absence on parental leave shall not break the continuity of service of a teacher but shall not be taken into account in calculating the period of service for any purpose of this Agreement.

#### (10) Termination of Employment

(a) A teacher on parental leave may terminate employment at any time during the period of leave by due notice given.

(b) An employer shall not terminate the employment of a teacher on the grounds of pregnancy or absence on parental leave but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

#### (11) Return to work after a single period of Parental Leave

(a) Except as provided in paragraph (b) hereof, a teacher will return to work only from the beginning of a school term, preferably from the beginning of a school year and will indicate an intention of returning to work by giving in writing not less than seven (7) working weeks' notice wholly within a school term, that notice to be immediately prior to the proposed school term of commencement.

(b) An employer may by agreement with the teacher arrange for a teacher to return to work at some date other than the commencement of a school term.

(c) Provided the notice required pursuant to paragraph (a) above has been given, a teacher shall be entitled to a position commensurate with the teacher's qualifications, experience and previous classification.

(d) A part-time teacher shall be entitled to return to a position which includes the same number of hours per week, but not necessarily the same times or class levels.

(e) If no confirmation of an intention to return is received, the employer shall take reasonable steps of inquiry prior to making other arrangements.

(12) Return to work from a further period of parental leave resulting from a subsequent pregnancy

(a) A teacher will return to work only from the beginning of a school year and will indicate an intention of returning to work by giving in writing not less than seven (7) working weeks notice wholly within a school term in the school year prior to the intended return.

(b) Return to work from a further period of parental leave resulting from a subsequent pregnancy will comply with subclause (11) paragraphs (b), (c), (d) and (e).

**(13) Replacement Teachers**

(a) A teacher specifically engaged as a result of a teacher proceeding on parental leave will normally be a replacement teacher provided however that such replacement teacher does not have to fill the position vacated by the teacher proceeding on parental leave.

(b) Before an employer engages a replacement teacher under this subclause, the employer shall inform that person of the temporary nature of the employment and the rights of the teacher who is being replaced.

(c) Before an employer temporarily promotes or transfers a teacher to replace a teacher exercising rights under this clause the employer shall inform that person of the temporary nature of the promotion or transfer and the rights of the teacher who is being replaced.

(d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement teacher.

**Part 2—Adoption Leave****(1) Definitions**

In this subclause

“child”, in relation to a teacher, means a person under the age of 5 years who is placed with the teacher for the purposes of adoption and who has not previously lived continuously with the teacher for a period of 6 months or more or is not a child or step-child of the teacher or of the spouse of the teacher.

“primary care-giver” means a person who assumes the principal role of providing care and attention to a child.

“relative adoption” occurs where a child is adopted by a parent, a spouse of a parent or another relative, being a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

**(2) Eligibility for adoption leave**

(a) A teacher is, on production to the employer of the documentation required by subclause (3) below entitled to one or two periods of adoption leave, the total of which must not exceed 104 weeks in the following circumstances—

- (i) An unbroken period of up to 3 weeks at a time of the placement of the child (referred to in this subclause as “short adoption leave”);
- (ii) An unbroken period of up to 104 weeks from the time of the placement of the child in order to be the primary care-giver of the child (referred to in this clause as “extended adoption leave”). This entitlement is to be reduced by any period of short adoption leave taken and the aggregate of any periods of adoption leave taken or to be taken by the teacher’s spouse in relation to the same child. Save that for a replacement or relieving teacher, that period of leave shall not extend beyond the period for which they have been engaged as a replacement or relieving teacher;

(b) Extended adoption leave is not to be taken concurrently with adoption leave taken by the teacher’s spouse in relation to the same child.

(c) The teacher must have had at least one year of continuous service within Catholic education in Western Australia immediately preceding the date on which the teacher commences either period of leave.

**(3) Certification**

(a) Before taking adoption leave, the teacher must produce to the employer a statement from an adoption agency or another appropriate body of the expected date of placement of the child with the teacher for adoption purposes; or a statement from the appropriate government authority confirming that the teacher is to have custody of the child pending application for an adoption order.

(b) In relation to any period of extended adoption leave to be taken, the teacher must also produce a statutory declaration—

- (i) stating that the teacher is seeking that period of adoption leave to become the primary care-giver of the child; and
- (ii) stating particulars of any period of adoption leave sought or taken by the teacher’s spouse; and

(iii) stating the teacher’s agreement that for the period of the teacher’s adoption leave the teacher will not engage in any action inconsistent with the teacher’s contract of employment.

**(4) Notice requirements**

(a) On receiving notice of approval for adoption purposes, a teacher must notify the employer of the approval and within two (2) months after receiving notice of the approval, must further notify the employer of the period or periods of adoption leave which the teacher proposes to take. In the case of a relative adoption, the teacher must so notify the employer on deciding to take a child into custody pending an application for an adoption order.

(b) A teacher who commences employment with an employer after the date of approval for adoption purposes must notify the employer of that date on commencing employment and of the period of adoption leave which the teacher proposes to take.

(c) A teacher must, as soon as the teacher is aware of the expected date of placement of a child for adoption purposes but no later than fourteen (14) days before the expected date of placement, give notice in writing to the employer of that date, and of the date of commencement of any period of short adoption leave to be taken.

(d) A teacher must, at least seven (7) weeks before the proposed date of commencing any period of extended adoption leave to be taken, give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.

(e) A teacher shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with paragraphs (c) or (d) hereof if the failure is caused by—

- (i) the requirement of an adoption agency for the teacher to accept earlier or later placement of a child; or
- (ii) the death of the teacher’s spouse.

**(5) Variation of period of adoption leave**

(a) Provided the addition does not extend adoption leave beyond 104 weeks, the period of extended adoption leave may be lengthened once only by the teacher giving not less than twenty-one (21) days notice in writing stating the period by which the leave is to be lengthened.

(b) The period may be further lengthened by agreement between the employer and the teacher.

(c) The period of extended adoption leave may, with the consent of the employer, be shortened by the teacher giving not less than seven (7) working weeks notice in writing stating the period by which the leave is to be shortened.

**(6) Cancellation of adoption leave**

(a) Adoption leave, applied for but not commenced, is cancelled should the placement of the child not proceed.

(b) If the placement of a child for adoption purposes with a teacher then on adoption leave does not proceed or continue, it shall be the right of the teacher to resume work at a time nominated by the employer (which shall be no later than the beginning of the next succeeding term from the date of the notice in writing by the teacher to the employer that the teacher wishes to resume work).

(d) In this case, the teacher may undertake temporary employment with another employer without affecting his/her contract of service with the school from which he/she took leave.

**(7) Special Adoption leave**

The employer must grant to any teacher who is seeking to adopt a child any leave not exceeding two (2) days (paid or otherwise), that is required by the teacher to attend any compulsory interviews or examinations that are necessary as part of the adoption procedure.

**(8) Adoption leave and other entitlements**

(a) So long as the aggregate of any leave, including leave taken under this subclause does not exceed 104 weeks, a teacher may, instead of or in conjunction with adoption leave, take any annual leave or long service leave or any part of it to which the teacher is entitled.

(b) Paid leave other than long service leave is not available to a teacher during the teacher’s absence on adoption leave.

## (9) Effect of adoption leave on employment

Notwithstanding any provision to the contrary, absence on adoption leave shall not break the continuity of service of a teacher but shall not be taken into account in calculating the period of service for any purpose of this Agreement provided that absence on adoption leave shall count for purposes of subclause (2)(c) above.

## (10) Termination of employment

(a) A teacher on adoption leave may terminate employment at any time during the period of leave by due notice given.

(b) An employer shall not terminate the employment of a teacher on the ground of the teacher's absence on adoption leave but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

## (11) Return to work after adoption leave

(a) Except as provided in paragraph (b) hereof, a teacher will return to work only from the beginning of a school term, preferably from the beginning of a school year and will indicate an intention of returning to work by giving in writing not less than seven (7) weeks' notice, that notice to be immediately prior to the proposed school term of commencement.

(b) An employer may by agreement with the teacher arrange for a teacher to return to work at some date other than the commencement of a school term.

(c) Provided the notice required pursuant to subclause (a) above has been given, a teacher shall be entitled to a position commensurate with the teacher's qualifications, experience and previous classification.

(d) A part-time teacher shall be entitled to return to a position which includes the same number of hours per week, but not necessarily the same times or class levels.

(e) If no confirmation of an intention to return is received, the employer shall take reasonable steps of inquiry prior to making other arrangements.

## (12) Replacement Teachers

(a) A teacher specifically engaged as a result of a teacher proceeding on adoption leave will normally be a replacement teacher provided however that such replacement teacher does not have to fill the position vacated by the teacher proceeding on adoption leave.

(b) Before an employer engages a replacement teacher under this subclause, the employer shall inform that person of the temporary nature of the employment and the rights of the teacher who is being replaced.

(c) Before an employer temporarily promotes or transfers a teacher to replace a teacher exercising rights under this clause the employer shall inform that person of the temporary nature of the promotion or transfer and the rights of the teacher who is being replaced.

(d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement teacher.

**Part 3—Part-time Work**

## (1) Definitions

In this subclause

“Female teacher” means an employed female who is pregnant or is caring for a child whom she has borne or a child who has been placed with her for adoption purposes.

“Male teacher” means an employed male who is caring for a child of his spouse or a child placed with the teacher for adoption purposes.

“Part-time employment” means work of a lesser number of hours than constitutes full-time work under this Agreement, but does not include temporary or casual work.

“Former position” means the position held by a teacher immediately before commencing part-time employment under this subclause or, if such position no longer exists but there are other positions available for which the teacher is qualified and capable of performing, a position as nearly as possible comparable in status and pay to that of the position held by the teacher immediately before commencing part-time work.

## (2) Entitlement

With the agreement of the employer—

- (a) a female teacher may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy necessary or desirable;
- (b) a female teacher may work part-time in one or more periods at any time from the seventh week after the date of the birth of the child until its third birthday;
- (c) a male teacher may work part-time in one or more periods at any time from the date of the birth of the child until its third birthday;
- (e) in relation to adoption, a female or male teacher may work part-time in one or more periods at any time from the date of placement of the child until the third anniversary of that date.

## (3) Return to former position

(a) A teacher who has had at least one year of continuous service within Catholic education in Western Australia immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to their former position.

(b) Nothing in paragraph (a) hereof shall prevent the employer from permitting the teacher to return to their former position after a second or subsequent period of part-time employment.

## (4) Effect of part-time work on continuous service

Under this Agreement, commencement on part-time employment under this subclause and return from part-time employment to full-time employment under this subclause does not break the continuity of service of a teacher.

## (5) Pro-rata entitlements

Subject to the provisions of this subclause and the matters agreed to in subclause (6) hereof, part-time employment shall be in accordance with the provisions of the Award and/or this Agreement and shall apply pro-rata.

## (6) Part-time Work Agreement

(a) Before commencing a period of part-time employment under this subclause the employer and the teacher shall agree—

- (i) that the teacher may work part-time;
- (ii) upon the hours to be worked by the teacher, the days upon which they will be worked and the commencing times for the work;
- (iii) upon the period of part-time employment.

(b) The terms of this agreement may be varied by consent.

(c) The terms of this agreement and any variation to it shall be in writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the teacher by the employer.

(d) The work to be performed part-time need not be the work performed by the teacher in the teacher's former position but shall be work commensurate with the teacher's qualifications, experience and previous classification.

(e) An employer may request, but not require, a teacher working part-time under this clause to work outside or in excess of the teacher's ordinary hours of duty provided for in accordance with paragraph (a) hereof.

## (7) Termination of Employment

(a) The employment of a part-time teacher under this clause may be terminated in accordance with the provisions of the Award and/or this Agreement but may not be terminated by the employer because the teacher has exercised or proposes to exercise any rights under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.

(b) Any termination benefits payable to a teacher whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time teacher as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time teacher on a pro-rata basis.

## (8) Replacement Teachers

(a) A teacher specifically engaged as a result of a teacher proceeding on part-time employment under this subclause will normally be a replacement teacher.

(b) Before an employer engages a replacement teacher under this subclause, the employer shall inform that person of the temporary nature of the employment and the rights of the teacher who is being replaced.

(c) Before an employer temporarily promotes or transfers a teacher to replace a teacher exercising rights under this clause the employer shall inform that person of the temporary nature of the promotion or transfer and the rights of the teacher who is being replaced.

(d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement teacher.

## 21.—REDUNDANCY PROVISIONS

(1) Should a position in a Catholic school become redundant then the provisions of—

- (a) the Workplace Relations Act (1996); and/or
  - (b) the Catholic Education Commission of Western Australia policy on redundancy; and/or
  - (c) this Agreement,
- whichever is the greater, shall apply.

(2) In calculating the years of service of a teacher, all continuous service within Catholic schools in Western Australia will be considered and not only the service completed at the current school.

(3) Where a school proposes to make one or more teaching positions redundant the employer shall make redundancy payments to the teachers made redundant—

<u>Period of Service</u>	<u>Weeks of severance pay.</u>
Less than 1 year	Nil
One year and less than two years	4 weeks
Two years and less than three years	6 weeks
Three years and less than four years	7 weeks
Four years and above	2 weeks per year of service to a maximum of 16 weeks.

(4) When the employer identifies a potential redundancy and before a teacher is named as the person whose position has been declared redundant, the employer shall offer all teachers at that school the opportunity to take leave without pay for a period of one school year or such a period to resolve the potential redundancy. Where a suitable application is received that resolves the potential redundancy, then the teacher shall be granted leave without pay for the period.

(5) Continuity of service for all purposes of the Award and/or this Agreement shall apply where a teacher has been made redundant and is re-employed by a Catholic school within six months.

(6) If during the life of this Agreement the Australian Industrial Relations Commission moves to a new redundancy standard in excess of the provisions of this clause, then the new standard will apply and as such the parties agree to amend this Agreement accordingly.

(7) Notwithstanding the other provisions of this clause, nothing shall prevent the parties from negotiating a redundancy settlement in excess of the provisions as determined in subclause (3) of this clause.

## 22.—PLAYGROUND DUTY

Where a teacher is required to perform playground supervision, such supervision shall be so rostered as to allow a fair and reasonable midday meal break.

## 23.—FLEXIBILITY IN THE SCHOOL DAY/YEAR

(1) Flexible working hours for teachers may be implemented at schools where an improved curriculum can be offered, or more effective and efficient use of resources occurs.

The following criteria shall be applied prior to the implementation of flexible hours—

- (a) a consultative process to occur at school level involving all stakeholders, including the ISSOA,

school decision making groups, parents, students and staff;

- (b) issues such as duty of care, health, safety and welfare, equity and other legislative requirements allowed for;
- (c) workloads and career aspirations have been considered;
- (d) individual circumstances have been fairly and reasonably considered;
- (e) the distribution of hours to be equitable.

(2) Specifically excluded from these flexibility arrangements are increased working hours for teachers.

## 24.—MANNER OF LIFE

(1) Where an allegation has been made against a teacher with regard to the teacher's manner of life and/or stated beliefs which may be in breach of Clause 11.—Conditions of Employment, subclause (2)(a) of this Agreement, the following procedures shall apply—

## (2) The Allegation

(a) Any allegation for breach of this clause shall be directed to the Principal of the school in which the teacher is employed and shall be in writing stating—

- (i) the nature of the allegation;
- (ii) the proof supporting the allegation; and
- (iii) the source of the allegation.

(b) The person/s making the allegation must have direct knowledge of the alleged breach and shall be required to support the allegation in conformity with the provisions as outlined in paragraph (a) of this subclause.

(c) The Principal and/or the person/s making the allegation should observe confidentiality at all times and the Principal shall advise such person/s of the seriousness of their allegation and counsel such person/s of the consequences of malicious, false or exaggerated allegations.

(d) The employer shall record the details of the allegation and where necessary clarify any matter pertaining to the allegation.

## (3) Advising the Teacher

(a) (i) Should the employer determine that the allegation cannot be sustained, the matter shall be discontinued and the person/s making the allegation advised accordingly.

(ii) Should the circumstances warrant, the employer may advise the teacher of the allegation and the outcome as prescribed in paragraph (a)(i) of this subclause.

(b) If the employer determines that the allegation needs to be acted upon, he/she shall advise the teacher in writing stating—

- (i) the nature of the allegation;
- (ii) the proof supporting the allegation;
- (iii) the source of the allegation;
- (iv) the potential consequences if the allegation is proven;
- (v) that the teacher is not required to answer the allegation immediately but may elect to seek the appropriate advice and representation; and
- (vi) a reasonable time frame for a response.

(4) Where an allegation for breach of this clause has been confirmed by the teacher, the teacher shall be offered the opportunity to rectify the matter where possible, in a manner agreed between the teacher and the employer. Such agreement shall be in writing.

(5) Should the matter not be resolved in accordance with subclauses (3) or (4) of this clause, the provisions of Clause 30.—Dispute Avoidance and Grievance Procedures of this Agreement shall apply.

## 25.—PROFESSIONAL DEVELOPMENT

Professional development has as its priority the upgrading of professional knowledge and skills. Both the school and the teacher should share the responsibility of teachers' professional development.

In addition to courses provided in school hours, the parties accept that courses outside of school hours should be made available to teachers. Access to such courses should be at the discretion of the teacher.

26.—PROFESSIONAL RESPONSIBILITIES

(1) The parties recognise that there is a wide range of duties and responsibilities involved in the profession of teaching.

(2) The parties recognise that the following principles apply in addressing the fair and reasonable participation of teachers—

- (a) Much of the life and culture of the school is derived from school activities involving teachers and students conducted outside regular classroom contact;
- (b) The efforts of teachers who contribute significantly to the life and values of the school should be recognised;
- (c) Duty of care responsibilities must be considered in the planning of all activities conducted by the school;
- (d) There will be collaborative planning between school and staff in the allocation of teachers to all activities conducted by the school;
- (e) The competence, skills and qualifications of teachers, including part-time teachers, will be considered in the planning and allocating of activities conducted by the school, having regard for the teacher's professional development and family responsibilities;
- (f) Some schools may have expanded educational programs which may require flexible employment arrangements.

27.—SUMMATIVE APPRAISAL

During the life of this Agreement, all forms of teacher appraisal (including Summative and Senior Teacher appraisal) will be re-negotiated.

28.—PART TIME TEACHERS

(1) Contract of employment

(a) In engaging a part time teacher schools will recognise that part time teachers are entitled to supplement their income through other employment.

(b) The number of hours of scheduled class time and professional responsibilities and duties of a part time teacher shall be set out in writing by the employer at the time of engagement and at any other time when a variation occurs.

(2) A part time teacher's weekly rate of pay shall be assessed according to the following formula—

$$\frac{\text{Hours worked}}{\text{Full time teachers' hours}} \times \frac{\text{the appropriate}}{\text{full time salary}}$$

*Note: Hours = the number of hours of scheduled class time for the teacher*

(3) A part time teacher in a Primary School shall be given a proportional amount of release time for planning and preparation as given to a full time teacher in that school.

(4) A part time teacher shall be expected to undertake a proportional number of additional duties normally expected of a full time teacher in that school, provided that those duties fall at times adjoining that teacher's normal scheduled classroom teaching hours or on a usual day of employment, e.g. yard supervision, staff meetings, etc.

(5) Additional hours

(a) Where an employer requires and the part time teacher agrees to work additional hours, the teacher shall be paid for each additional hour or part thereof at that teacher's normal part-time hourly rate of pay.

(b) Such additional hours worked under this arrangement shall not result in proportionate adjustments under any other clause in the Award or this Agreement.

(6) Variation of hours

(a) The school may vary the teaching load of a part time teacher from the beginning of each school year with 6 weeks notice or at any time by agreement with the teacher.

(b) In the absence of the required notice as per subclause (a) and provided that the change involves a decrease in salary, the teacher's salary will be maintained at its former level for the period of the notice not given.

29.—SPECIAL LEAVE

(a) A teacher shall, on sufficient cause being shown, be granted special leave with pay.

(b) "Sufficient cause" is defined as a matter or situation for which—

- (i) no other paid leave is available
- (ii) no other arrangements can reasonably be made
- (iii) the absence from duty is required due to pressing necessity.

(c) The period determined at the discretion of the employer having regard to all of the circumstances but would not normally exceed 3 days for any one instance.

30.—DISPUTE AVOIDANCE AND GRIEVANCE PROCEDURE

(1) The objective of these procedures is the avoidance and resolution of industrial disputation by measures based on consultation, co-operation and negotiation and the parties to a dispute shall make reasonable attempts to resolve the matter by mutual discussion and determination.

(2) Without prejudice to either party, the parties to this Agreement shall ensure the continuation of work in accordance with the Award, this Agreement and the custom and practice in Catholic Schools in Western Australia.

(3) (a) In the event of any matter arising which is of concern, the teacher shall discuss this matter with the Principal or his/her nominee.

(b) If the matter is not resolved at this level, the teacher and/or the Principal may refer the matter to the Independent Schools Salaried Officers' Association and/or the Catholic Education Office (Employee and Community Relations Team).

(In an attempt to resolve the matter it may be necessary to have formal discussion between the ISSOA and the Director of Catholic Education in Western Australia.)

(c) If the matter cannot be resolved at this level it may be referred to the Western Australian Industrial Relations Commission.

(4) Nothing contained in this procedure shall prevent the Secretary of the ISSOA or his/her nominee or the Director of Catholic Education in Western Australia or his/her nominee from entering into negotiations at any level either at the request of any of the parties to the dispute or on their own initiative in respect of matters in dispute should such action be considered conducive to achieving resolution of the dispute.

31.—SIGNATURES

.....  
 (Signature)  
 (Name of signatory in block letters)  
 The Roman Catholic Bishop of Bunbury

.....  
 (Signature)  
 (Name of signatory in block letters)  
 Independent Schools Salaried Officers'  
 Association of Western Australia,  
 Industrial Union of Workers

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**WESTERN AUSTRALIAN CATHOLIC SCHOOLS  
(ENTERPRISE BARGAINING) AGREEMENT  
NO. 7 OF 2000.**

**No. AG 176 of 2000.**

**2000 WAIRC 00508**

WESTERN AUSTRALIAN  
INDUSTRIAL RELATIONS COMMISSION.

**PARTIES** THE INDEPENDENT SCHOOLS  
SALARIED OFFICERS'  
ASSOCIATION OF WESTERN  
AUSTRALIA, INDUSTRIAL UNION  
OF WORKERS & OTHER V (NOT  
APPLICABLE)

**CORAM** COMMISSIONER S J KENNER

**DELIVERED** MONDAY, 28 AUGUST 2000

**FILE NO/S** AG 176/2000

**Representation**

**Applicant** Mr N Briggs

**Respondent**

*Order.*

HAVING heard Mr N Briggs on behalf of the applicant and there being no appearance on behalf of the respondent and by consent the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

- (1) THAT the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 7 of 2000 as filed in the Commission on 10 July 2000 in the terms of the following schedule be and is hereby registered as an industrial agreement.
- (2) THAT the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 7 of 1998 No AG 141 of 1998 be and is hereby cancelled.

(Sgd.) S. J. KENNER,

[L.S.] Commissioner.

Schedule.

1.—TITLE

This Agreement shall be known as the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 7 of 2000 and shall replace the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 7 of 1998.

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Parties to the Agreement
4. Scope of Agreement
5. Relationship to Parent Award
6. Term of Agreement
7. Expiration of Agreement
8. No Extra Claims
9. No Duress
10. Objects of the Agreement
11. Conditions of Employment
12. Contract of Service
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3.—PARTIES TO THE AGREEMENT

This Agreement is made between the Servite College Council Inc and the Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers (the ISSOA), a registered organisation of employees.

4.—SCOPE OF AGREEMENT

(1) This Agreement shall apply to all teachers who are covered by the provisions of the Independent Schools' Teachers' Award (1976), as amended.

(2) The number of teachers covered by this agreement is 78.

5.—RELATIONSHIP TO PARENT AWARD

Except as provided by this Agreement, the conditions of employment of teachers employed in Catholic Schools in Western Australia will be in accordance with the Independent Schools' Teachers' Award (1976), as amended.

6.—TERM OF AGREEMENT

(1) This Agreement shall come into effect on and from 1 July 2000 and shall expire on 30 June 2003.

(2) During the term of this Agreement, the provisions of this Agreement may be varied by mutual agreement between the parties.

7.—EXPIRATION OF AGREEMENT

(1) On the expiration of this Agreement and in the absence of the registration of a subsequent Enterprise Agreement, the provisions of this Agreement shall prevail for the purposes of the conditions of employment that will apply to teachers covered by this Agreement.

(2) Negotiations for a new Enterprise Agreement will commence 6 months prior to the expiry of this Enterprise Agreement.

8.—NO EXTRA CLAIMS

It is a condition of this Agreement, that the parties will not make any further claims with respect to salaries and conditions during the period of this Agreement unless they are consistent with the State Wage Fixing Principles.

9.—NO DURESS

This Agreement was not entered into by either of the parties under duress from the other party or any other person or persons.

10.—OBJECTS OF THE AGREEMENT

In reaching this agreement the parties have recognised—  
Catholicity—

- The need to maintain a just working environment in which education can be provided in harmony with the aims, objectives and philosophy of Catholic education.

Professionalism—

- A mutual responsibility to protect, develop and enhance Catholic education within the State of Western Australia.
- The need to safeguard and enhance the quality of teaching and learning in Catholic schools in Western Australia and the public perception of it.

Flexibility—

- The variety of educational and managerial arrangements that exist requiring flexibility in the application of regulations that govern employment practices.
- The need to consolidate, and develop further, initiatives arising out of the award restructuring process.
- Productivity and efficiency have a growing influence in educational policies and practices.

Schools are expected to do more with the same level of resources, necessitating productivity and efficiency improvements which may be qualitative rather than quantitative.

### 11.—CONDITIONS OF EMPLOYMENT

The parties acknowledge that the following *Conditions of Employment of Teachers in Catholic Schools in WA (2000)* is an official statement of the Catholic Education Commission of Western Australia and as such applies to all teachers employed in a Catholic school in Western Australia.

Conditions of Employment of Teachers in Catholic Schools in WA (2000)

#### 1. The Employing Authority

1.1 In Diocesan accountable schools, the teacher is employed by the Bishop of the Diocese who delegates this power to the school board.

1.2 In Order accountable schools the teacher is employed by the Congregational Leader who may delegate this authority to a school board or principal.

#### 2. The Fundamental Responsibilities of the Teacher

A teacher is required, under the direction of the Principal, to contribute actively towards;

2.1 the maintenance of the Catholicity of the school through a manner of life and stated beliefs which are in keeping with the teachings of the Catholic Church;

2.2 the promotion of the religious instruction and formation of pupils in accordance with the directives and requirements of the Catholic Education Commission and the Bishop of the Diocese;

2.3 the undertaking of appropriate accreditation programs, as required.

#### 3. Duties

The teacher is required to—

- 3.1 perform such duties, teaching and non—teaching, as are customarily rostered and shared by all staff;
- 3.2 help ensure the provision of a Catholic perspective in the activities of the school;
- 3.3 model the leadership that is appropriate for all members of the school community;
- 3.4 keep abreast of current developments in educational theory and practice;
- 3.5 demonstrate a pastoral concern for each member of the school community.

#### 4. Other Matters

4.1 A full time teacher shall be permitted to engage in other employment provided that—

- (i) such employment does not affect the teacher's employment and professional responsibilities to the school. and
- (ii) the principal is notified

4.2 Any fraudulent misrepresentation in the teacher's curriculum vitae, or other documentation presented to the employer, which impacts on the employment contract of the teacher may result in the termination of the employment contract.

4.3 The teacher has the responsibility to advise the employer of any previous or current criminal convictions or proceedings that may conflict with the stated philosophy of a Catholic school and the objects of this agreement. The teacher acknowledges that the employer has the right to enquire about such convictions or proceedings, provided that the employer notifies the teacher of any inquiry prior to it being conducted.

### 12.—CONTRACT OF SERVICE

(1) When a teacher accepts an appointment within the Catholic system in Western Australia for the first time, the appointment is probationary and as such the teacher is subject to professional appraisal in the second year of employment so as to confirm ongoing employment.

(2) (a) Except in the case of a relief or temporary teacher, the termination of the service of a teacher shall require a minimum of six weeks' notice by either party to take effect from the close of school business at the end of the school term.

(b) Provided that the requirements of this subclause may be waived in part or in whole by mutual agreement between the teacher and the employer. Any request to waiver such notice shall not be unreasonably withheld by the employer, where it is deemed that the teacher has not been able to give the required notice through no fault of their own.

(c) Subject to the provisions of this subclause, failure to give the required notice shall make either party liable for the payment to the other party of an amount equivalent to the period of notice not given.

(d) When a teacher resigns, the employer reserves the right to withhold or recover an amount equivalent to any period of overpayment of salary. However, approval must be obtained from the Director of Catholic education before such action is proceeded with.

### 13.—SALARIES

(1) The minimum annual rate of salary payable to teachers engaged in the classifications prescribed in Clause 11.—Salaries of the Award shall be—

Step	Salary (\$)
Step 1	24,156
Step 2	25,570
Step 3	30,924
Step 4	32,672
Step 5	33,964
Step 6	36,002
Step 7	37,395
Step 8	39,081
Step 9	41,827
Step 10	43,113
Step 11	44,898
Step 12	46,428
Step 13	48,264

(2) Notwithstanding subclause (1) of this clause, if, during the life of this Agreement, the Education Department of Western Australia salaries receive a further general increase, then the rates in (1) shall increase by that general increase from the same operative date as the EDWA increase.

(3) Subject to the provisions for implementing the classification set out in the Appendix to the Award, an appointee to a Senior Teacher classification shall be entitled to the following annual allowance—

- (a) Level One—3.2 % of the maximum total salary per annum as prescribed in subclause (1) of this clause.
- (b) Level Two—6.9% of the maximum total salary per annum as prescribed in subclause (1) of this clause.

(4) Notwithstanding the provisions of subclause (5) of Clause 11.—Salaries of the Award, relief teachers employed for five (5) days or less may be engaged by the day or half day. A half day is determined as the hours usually worked in a school prior to or immediately following the lunch break.

#### (5) Accreditation B Certificate

(a) The holding of the study component of a current Accreditation B Certificate would allow a 3 year trained teacher with the 2 years of full time equivalent experience at Step 9 to move to Step 10 from 1 July 2000 and to step 11 from 1 January 2002.

(b) Thereafter, progression from Step 9 to Step 10 and then to Step 11, shall be by biennial steps for 3 year trained teachers.

#### (6) Upgrading from a 3 year to a 4 year qualification

When a teacher upgrades their teaching qualification from 3 years to 4 years, then in calculating the new position on the incremental scale in sub-clause(1), all previous relevant full time equivalent experience shall count.

#### (7) Salary Packaging

Salary packaging in compliance with the Catholic Education Commission of Western Australia's statement shall be available to teachers from 1 July 2000.

### 14.—DEFERRED SALARY SCHEME

Teachers may apply to have their salary payments deferred in accordance with the provisions of this clause.

#### (1) Eligibility

(a) Teachers who have been employed within the Catholic system for a minimum of two (2) years, including full time and part time teachers, are eligible to apply.

(b) Approval of applications will be determined by the employer based on the needs and requirements of the school.

## (2) Period of Leave

(a) The period of leave will be for twelve (12) months, from 1 January to 31 December.

(b) Participants will not be able to return to a position at the same school during the 12 month leave period.

(c) Should alternative employment be sought during the year of leave, the teacher is to advise the employer.

(d) Should employment as a teacher be pursued within a Catholic school, only relief work may be undertaken by the teacher.

(e) The year of leave, the fifth year, will be taken in accordance with the conditions as prescribed within Clause 8—Leave, (3) Leave Without Pay of the Independent Schools' Teachers' Award.

## (3) Payment of Salary

(a) During the four year accrual period participants in the scheme receive 80% of their normal fortnightly salary and will thus be taxed at this reduced rate of pay. Normal salary is defined as a teacher's normal fortnightly salary plus any associated teaching allowances.

In the fifth year, when leave is taken, the participants will receive the money contributed over the four year period. This amount can be paid fortnightly; in one lump sum payment; or two payments, one in each of the financial years.

(b) The participant will be taxed only on the amount actually received, in this case approximately 80% of the normal salary (including allowances). This is a significant taxation incentive for participants. It is recommended that, prior to entering into this scheme, prospective participants discuss taxation implications and other related issues with their accountant or financial adviser.

(c) It should be noted that interest is not paid on amounts accumulated during the accrual period. A taxation ruling prohibits such payment on the basis that people taking advantage of a taxation incentive cannot derive interest on those funds. Interest accrued will be utilised to offset the administrative costs of the fund.

## (4) Suspension of Contributions

(a) Participation in the scheme will be suspended during any period of unpaid leave. Any period of unpaid leave will reduce payments into the fund and therefore proportionately reduce the accrued payment in the year of leave.

(b) A participant may elect to suspend contributions for a period of less than twelve months once during the accrual period. This will also reduce the accrued payment in the year of leave.

(c) The employer retains the discretionary authority to approve suspension for a period of twelve (12) months at the request of the participant. Such a suspension will extend the taking of the year of leave by one (1) year.

## (5) Withdrawal

(a) The participant may withdraw from the scheme at any time by notifying the employer in writing. It should be noted that only the exact money paid into the scheme will be paid in a lump sum on withdrawal and no interest will be paid on this amount.

(b) The participant who withdraws from the scheme will be taxed on the lump sum payment and any other salary received during that financial year. Significant taxation implications may, therefore, apply.

## (6) Long Service Leave, Sick Leave and Increment Entitlements

(a) A participant in the scheme will accrue the above entitlements at 100% of the normal accrual rate over the first four years only. The fifth year, the year of leave, is a non-accrual period.

(b) If a participant becomes eligible for long service leave during the fourth year of the deferred salary scheme, the long service leave entitlement will further be deferred and taken in the fifth year of the scheme or taken in the final term/semester of the fourth year of the scheme, or the first term/ semester of the sixth year.

## (7) Workers' Compensation

(a) Participants in the scheme are covered by workers' compensation during the first four years of the scheme at 100% of their normal salary. A participant in receipt of workers' compensation during the first four years may elect to continue in

the deferred salary scheme or suspend their contributions until their return to full duties.

(b) Any period of suspension due to workers' compensation shall be undertaken in accordance with subclause (4) of this clause.

(c) During the fifth year, the year of leave, the participant is not covered by workers' compensation.

## (8) Superannuation

Contributions are based on 100% of the participant's normal salary over the first four years only.

## (9) Fund Management

The scheme will be managed by the Catholic Education Office. During the four year accrual period, schools will remit 20% of salary foregone to the Office on a two or four weekly basis. Participants will receive a statement from the Office at the end of each year showing the amount accumulated in the scheme. At the beginning of the fifth year, when leave is taken, the accumulated amount will be forwarded to the participant's school for payment through the school's payroll. All contributions to the scheme are guaranteed by the Catholic Education Office of WA.

## (10) Portability

(a) Teachers are able to maintain their participation in the scheme should they transfer their employment between Catholic schools or to the Catholic Education Office.

(b) The teacher is obliged to notify the principal prior to appointment of their participation in the Deferred Salary Scheme and the date that leave is due to be taken.

(c) Participation in the Deferred Salary Scheme shall not impede an application for employment in a Catholic school.

## (11) Implementation Date

(a) Applications are to be forwarded to the Principal by the close of business 31 August of the year prior to the year of commencement.

(b) Schools will endeavour to notify the teacher of the result of their applications by 31 October of the same year.

## 15.—PROMOTIONAL POSITIONS

(1) The minimum promotional allowance payable to teachers engaged in the classifications prescribed in Clause 11.—Salaries, subclause (7) of the Award shall be—

- (a) Promotion Level 1 Category A: 14.8% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.
- (b) Promotion Level 1 Category B: 12.5% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.
- (c) Promotion Level 1 Category C: 10.0% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.
- (d) Promotion Levels 2, 3 and 4 shall be paid 70%, 50% and 30% respectively of Promotion Level 1 of the appropriate school category.

(2) In lieu of subclause (1) of this clause, a school may—

- (a) after consultation with the staff and
- (b) with the agreement of the parties to this Agreement

opt to introduce a school based system of promotional positions to replace the arrangements in subclause (1).

(3) The structure and minimum promotional allowance payable to teachers engaged in the classifications prescribed in Clause 11.—Salaries, subclause (8), of the Award shall be as follows—

- (a) In schools with 100—300 students—
  - (i) one Assistant Principal at 15.5% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement; or
  - (ii) two Assistant Principals each at 7.75% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.
- (b) In schools greater than 300 students—
  - (i) two Assistant Principals each at 15.5% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement; or

- (ii) three Assistant Principals each at 10.3% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.

#### 16.—LOCATION ALLOWANCES

Teachers shall be paid the allowance provided for below in lieu of the allowance prescribed in subclause (1) of Clause 17.—Location Allowances of the Award.

Town	Full Rate Allowance \$/week	Half Rate Allowance \$/week
Balgo Hills	160.24	80.12
Boulder	14.42	7.21
Beagle Bay	145.36	72.68
Billiluna	160.24	80.12
Broome	104.97	52.48
Carnarvon	45.15	22.58
Derby	109.62	54.81
Esperance	27.11	13.56
Gibb River	160.24	80.12
Kalgoorlie	14.42	7.21
Karratha	108.38	54.19
Kununurra	137.68	68.89
Lake Gregory/Mulan	160.24	80.12
Lombadina	145.36	72.68
Mullewa	5.52	2.76
Port Hedland	101.07	50.54
Red Hill/Halls Creek	129.18	64.59
Ringer Soak	160.24	80.12
Southern Cross	26.48	13.24
Tardun	47.93	23.97
Turkey Creek	145.36	72.68
Wyndham	136.66	68.33

#### 17.—SICK LEAVE

A medical certificate from a legally qualified medical practitioner shall be regarded as proof of sickness.

#### 18.—FAMILY LEAVE

##### (1) Use of sick leave

(a) A teacher with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill. Such leave shall not exceed five (5) days in any calendar year and is not cumulative.

(b) The teacher shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

(c) The entitlement to use sick leave is subject to—

- (i) the teacher being responsible for the care of the person concerned; and
- (ii) the person concerned being either a member of the teacher's immediate family or a member of the teacher's household.

(d) The teacher shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the teacher, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the teacher to give prior notice of absence, the teacher shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

##### (2) Use of unpaid leave

A teacher may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill.

(3) Nothing contained in this clause shall prevent a teacher from making application for leave as prescribed in Clause 8.—Leave, subclause (1) Special Leave of the Award.

#### 19.—LONG SERVICE LEAVE

(1) As from 1 January 1995, a teacher's entitlement to paid long service leave for each year of service within the Catholic Education system, will accrue at the following rates—

- (a) up to ten years of continuous service, 1.3 weeks for each year of service;

- (b) for each subsequent year, 1.86 weeks for each year of service.

(2) Subject to subclause (5) of this clause, a teacher who has accrued a minimum entitlement of ten weeks' long service leave shall be entitled to take such leave.

(3) For any service prior to the 1st January 1995, the provisions of long service leave shall be that which is prescribed under the terms of the Award.

(4) The process required for the taking of leave shall be as follows—

- (a) the employer shall advise the teacher of his/her impending entitlement to take long service leave prior to the completion of term three in the year preceding the entitlement becoming due;
- (b) the teacher shall advise the employer no later than the commencement of term four of the preceding year of their intention or otherwise to take leave;
- (c) where an agreement has been reached for the taking of long service leave and circumstances arise that necessitates an adjustment of such leave, then any request for the adjustment shall not be unreasonably withheld.

(5) Where the continuous service of a teacher during the period of accrual contains any period which is less than full time then that teacher's entitlement shall be calculated as follows—

- (a) the number of weeks accrued shall be in accordance with subclause (1) above; and
- (b) payment for the period accrued shall be the average that the teacher's hours bears to that of a full time teacher over the accrual period.

(6) The teacher continues to accrue long service leave entitlement for any period during which the teacher is absent on full pay from his/her duties; long service leave does not accrue for any period exceeding two weeks during which the teacher is absent on unpaid leave.

(7) (a) For the purposes of calculating long service leave entitlement the employer shall allow a break of service up to two terms without penalty to the teacher. Such a break in service shall be deemed to be 'leave without pay' for the purposes of calculating that teacher's entitlement.

(b) The provisions of this subclause shall not prevail if a teacher has been paid a pro-rata payment for accrued long service leave at the time of the break of service.

(8) Vacation leave observed by the school shall count for the purposes of calculating a teacher's entitlement to long service leave.

(9) Any public holiday which occurs during the period a teacher is on long service leave shall be treated as part of the long service leave and extra days in lieu thereof shall not be granted.

(10) Where a teacher has become entitled to a period of long service leave in accordance with the clause, the teacher shall commence such leave as soon as possible after the accrual date by one of the following options, at a time mutually agreed between the employer and the teacher—

- (a) as a term with the excess entitlement being retained as unused accrued long service leave; or
- (b) as a semester, with approved leave without pay for that portion which exceeds the fully accrued long service leave entitlement; or
- (c) with the agreement of the employer, as a term with the excess entitlement being paid for in addition to the ordinary payment for such leave.
- (d) with the agreement of the employer and in special circumstances, a lesser period may be taken than that prescribed in this subclause

(Notation: For the purposes of this subclause a semester is defined as school terms 1 and 2 or 3 and 4.)

(11) Payment for long service leave shall be made in full before the teacher goes on leave, or by agreement between the teacher and the employer at the same time as the teacher's salary would have been paid if the teacher had remained at work.

(12) Where a teacher has completed at least 7 continuous years of service and employment is terminated—

- (a) by the teacher's death; or
- (b) in any circumstances, other than serious misconduct; the amount of leave shall be such as has accrued under the provisions of subclause (1) of this clause.

(13) In the case to which subclause (12) of this clause applies, and in any case in which the employment of the teacher who has become entitled to leave hereunder is terminated before such leave is taken or fully taken, the employer shall—

- (a) upon termination of employment otherwise than by death, pay to the teacher; or
- (b) upon termination of employment by death, pay to the personal representative of the teacher upon request by the personal representative,

a sum equivalent to the amount which would have been payable in respect of the period of leave to which he/she is entitled or deemed to have been entitled and which would have been taken but for such termination.

Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.

(14) Accrued long service leave entitlements are portable between all Catholic schools in Western Australia and those schools subject to the Catholic Schools Long Service Leave Interstate Portability Agreement.

## 20.—PARENTAL LEAVE

Subject to the terms of this clause, a teacher is entitled to maternity, paternity and adoption leave and to work part time in connection with the birth or adoption of a child.

### Part 1—Parental Leave

#### (1) Eligibility for Maternity and Paternity Leave

(a) If a teacher or the teacher's spouse becomes pregnant, the teacher shall, subject to the conditions hereunder, be entitled to parental leave in accordance with the provisions of this clause.

#### Conditions of eligibility—

- (i) The teacher is a full-time teacher or is a part-time teacher whose teaching allotment is not less than three hours per week, but not a relief teacher.
- (ii) The teacher has had not less than 12 months continuous service in Catholic education in Western Australia immediately preceding the date upon which the teacher proceeds on such leave.
- (iii) The teacher shall produce to the employer a certificate from a legally qualified medical practitioner stating the presumed date of confinement.
- (iv) The teacher shall produce a statutory declaration stating particulars of any period of parental leave sought or taken by the teacher's spouse and that for the period of parental leave the teacher will not engage in any action inconsistent with the teacher's contract of employment.

(b) Such leave shall be without pay.

(c) The teacher's entitlement shall be reduced by any period of parental leave taken by the teacher's spouse in relation to the same child and, apart from parental leave of up to one week at the time of confinement, shall not be taken concurrently.

#### (2) Single Period of Parental Leave and Commencement

- (a) Subject to subclauses (3) and (6) hereof—
  - (i) the period of maternity leave shall be for an unbroken period of from six (6) to one hundred and four (104) weeks and shall include a period of six (6) weeks compulsory leave to be taken immediately following confinement;
  - (ii) the period of paternity leave shall be for an unbroken period of from one (1) to one hundred and four (104) weeks and shall include a period of one (1) week compulsory leave to be taken immediately following confinement.
- (iii) however, the period of leave for a replacement teacher shall not extend beyond the period for which they have been engaged as a replacement teacher.

(b) A teacher shall not less than ten (10) weeks prior to the presumed date of confinement produce to the employer the certificate referred to in subclause (1)(a)(iii) and give notice in writing to the employer setting out the presumed date of confinement and the date upon which the teacher proposes to commence parental leave stating the period of leave to be taken.

(c) An employer by not less than fourteen (14) days' notice in writing to the teacher, may require the teacher to commence maternity leave at anytime within the six (6) weeks immediately prior to her presumed date of confinement, except where the teacher can produce a medical certificate from the legally qualified medical practitioner in subclause (1)(a)(iii) stating that they are fit to continue normal duties during the six (6) weeks prior to the presumed date of confinement.

(d) A teacher shall not be in breach of this provision as a consequence of failure to give the stipulated period of notice in accordance with paragraph (c) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.

(3) Further period of Parental Leave resulting from a subsequent pregnancy

(a) For the purposes of this clause a further period of parental leave shall mean a period of parental leave resulting from a subsequent pregnancy taken without a return to work from an initial period of parental leave and shall be deemed to be a new and separate period of parental leave.

(b) When a teacher who is already on parental leave under this clause applies for a further period of leave because of a subsequent pregnancy, the period of parental leave shall be for an agreed period and shall commence from the date of confinement and shall cease at either the start of the next school year or the start of the year following as determined by the teacher.

(c) Application for a subsequent period of parental leave shall comply with the provisions contained in subclauses (1) and (2) above, save that this will not require a teacher currently on paternity leave to return to work during the period of compulsory maternity leave of the mother following the birth of another child.

#### (4) Transfer to a Safe Job prior to Maternity Leave

(a) When in the opinion of a legally qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the teacher make it inadvisable for the teacher to continue at her present work the teacher shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

(b) If the transfer to a safe job is not practicable, the teacher may, or the employer may require the teacher to take leave for such period as is certified necessary by a legally qualified medical practitioner and such leave shall be treated as maternity leave for the purposes of subclauses (9), (10), (11) and (13) hereof.

#### (5) Variation of Maternity Leave

(a) Provided the addition does not extend each period of parental leave beyond one hundred and four (104) weeks, the period may be lengthened only once (save with the agreement of the employer) by the teacher giving not less than seven (7) weeks notice in writing stating the period by which the leave is to be lengthened.

(b) The period of leave may, with the consent of the employer, be shortened by the teacher giving not less than seven (7) working weeks notice in writing stating the period by which the leave is to be shortened.

(c) The provisions of paragraphs (a) and (b) hereof do not apply to those teachers taking further periods of leave, unless the employer consents.

#### (6) Cancellation of Parental Leave

(a) Parental leave applied for but not commenced shall be cancelled where the pregnancy of a teacher or the teacher's spouse terminates other than by the birth of a living child.

(b) Where the pregnancy of a teacher then on maternity leave terminates other than by the birth of a living child, it shall be the right of the teacher to resume work at a time nominated by the employer (which shall be no later than the beginning of the next succeeding term from the date of the notice in

writing by the teacher to the employer that she wishes to resume work).

(c) In this case the teacher may undertake temporary employment with another employer without affecting his/her contract of service with the school from which he/she took leave.

(7) Special Maternity Leave and Sick Leave

(a) Where the pregnancy of a teacher not then on maternity leave terminates after twenty-eight (28) weeks other than by the birth of a living child, then—

(i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a legally qualified medical practitioner certifies as necessary before her return to work; or

(ii) for illness other than the normal consequences of confinement she shall be entitled either in lieu of or in addition to special maternity leave to such paid sick leave to which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work.

(b) Where a teacher not then on maternity leave suffers illness related to her pregnancy, she may take such sick leave to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a legally qualified medical practitioner certifies as necessary before her return to work provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed one hundred and four (104) weeks for the first period of maternity leave.

(c) For the purposes of subclauses (8), (9) and (10) hereof maternity leave shall include special maternity leave.

(d) A teacher returning to work after a period of leave taken pursuant to this subclause shall, subject to paragraph (e), be entitled to a position commensurate with her qualifications, experience and previous classification.

(e) A part-time teacher shall be entitled to return to a position which includes the same number of hours per week but not necessarily the same times or class levels.

(8) Parental Leave and Other Entitlements

Provided the aggregate of leave, including leave taken pursuant to subclauses (4) and (7) hereof, does not exceed one hundred and four (104) weeks for each period of parental leave or does not negate the obligation to return to work at the beginning of the school year for further periods of parental leave as defined in subclause (3)(a);

(a) a teacher may in lieu of or in conjunction with parental leave take any annual leave or long service leave or any part thereof to which the teacher is then entitled;

(b) paid leave other than long service leave is not available to a teacher during the teacher's absence on parental leave.

(9) Effect of Parental Leave on Employment

Notwithstanding any provision to the contrary, absence on parental leave shall not break the continuity of service of a teacher but shall not be taken into account in calculating the period of service for any purpose of this Agreement.

(10) Termination of Employment

(a) A teacher on parental leave may terminate employment at any time during the period of leave by due notice given.

(b) An employer shall not terminate the employment of a teacher on the grounds of pregnancy or absence on parental leave but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(11) Return to work after a single period of Parental Leave

(a) Except as provided in paragraph (b) hereof, a teacher will return to work only from the beginning of a school term, preferably from the beginning of a school year and will indicate an intention of returning to work by giving in writing not less than seven (7) working weeks' notice wholly within a school term, that notice to be immediately prior to the proposed school term of commencement.

(b) An employer may by agreement with the teacher arrange for a teacher to return to work at some date other than the commencement of a school term.

(c) Provided the notice required pursuant to paragraph (a) above has been given, a teacher shall be entitled to a position

commensurate with the teacher's qualifications, experience and previous classification.

(d) A part-time teacher shall be entitled to return to a position which includes the same number of hours per week, but not necessarily the same times or class levels.

(e) If no confirmation of an intention to return is received, the employer shall take reasonable steps of inquiry prior to making other arrangements.

(12) Return to work from a further period of parental leave resulting from a subsequent pregnancy

(a) A teacher will return to work only from the beginning of a school year and will indicate an intention of returning to work by giving in writing not less than seven (7) working weeks notice wholly within a school term in the school year prior to the intended return.

(b) Return to work from a further period of parental leave resulting from a subsequent pregnancy will comply with subclause (11) paragraphs (b), (c), (d) and (e).

(13) Replacement Teachers

(a) A teacher specifically engaged as a result of a teacher proceeding on parental leave will normally be a replacement teacher provided however that such replacement teacher does not have to fill the position vacated by the teacher proceeding on parental leave.

(b) Before an employer engages a replacement teacher under this subclause, the employer shall inform that person of the temporary nature of the employment and the rights of the teacher who is being replaced.

(c) Before an employer temporarily promotes or transfers a teacher to replace a teacher exercising rights under this clause the employer shall inform that person of the temporary nature of the promotion or transfer and the rights of the teacher who is being replaced.

(d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement teacher.

**Part 2—Adoption Leave**

(1) Definitions

In this subclause

“child”, in relation to a teacher, means a person under the age of 5 years who is placed with the teacher for the purposes of adoption and who has not previously lived continuously with the teacher for a period of 6 months or more or is not a child or step-child of the teacher or of the spouse of the teacher.

“primary care-giver” means a person who assumes the principal role of providing care and attention to a child.

“relative adoption” occurs where a child is adopted by a parent, a spouse of a parent or another relative, being a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

(2) Eligibility for adoption leave

(a) A teacher is, on production to the employer of the documentation required by subclause (3) below entitled to one or two periods of adoption leave, the total of which must not exceed 104 weeks in the following circumstances—

(i) An unbroken period of up to 3 weeks at a time of the placement of the child (referred to in this subclause as “short adoption leave”);

(ii) An unbroken period of up to 104 weeks from the time of the placement of the child in order to be the primary care-giver of the child (referred to in this clause as “extended adoption leave”). This entitlement is to be reduced by any period of short adoption leave taken and the aggregate of any periods of adoption leave taken or to be taken by the teacher's spouse in relation to the same child. Save that for a replacement or relieving teacher, that period of leave shall not extend beyond the period for which they have been engaged as a replacement or relieving teacher;

(b) Extended adoption leave is not to be taken concurrently with adoption leave taken by the teacher's spouse in relation to the same child.

(c) The teacher must have had at least one year of continuous service within Catholic education in Western Australia

immediately preceding the date on which the teacher commences either period of leave.

(3) Certification

(a) Before taking adoption leave, the teacher must produce to the employer a statement from an adoption agency or another appropriate body of the expected date of placement of the child with the teacher for adoption purposes; or a statement from the appropriate government authority confirming that the teacher is to have custody of the child pending application for an adoption order.

(b) In relation to any period of extended adoption leave to be taken, the teacher must also produce a statutory declaration—

- (i) stating that the teacher is seeking that period of adoption leave to become the primary care-giver of the child; and
- (ii) stating particulars of any period of adoption leave sought or taken by the teacher's spouse; and
- (iii) stating the teacher's agreement that for the period of the teacher's adoption leave the teacher will not engage in any action inconsistent with the teacher's contract of employment.

(4) Notice requirements

(a) On receiving notice of approval for adoption purposes, a teacher must notify the employer of the approval and within two (2) months after receiving notice of the approval, must further notify the employer of the period or periods of adoption leave which the teacher proposes to take. In the case of a relative adoption, the teacher must so notify the employer on deciding to take a child into custody pending an application for an adoption order.

(b) A teacher who commences employment with an employer after the date of approval for adoption purposes must notify the employer of that date on commencing employment and of the period of adoption leave which the teacher proposes to take.

(c) A teacher must, as soon as the teacher is aware of the expected date of placement of a child for adoption purposes but no later than fourteen (14) days before the expected date of placement, give notice in writing to the employer of that date, and of the date of commencement of any period of short adoption leave to be taken.

(d) A teacher must, at least seven (7) weeks before the proposed date of commencing any period of extended adoption leave to be taken, give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.

(e) A teacher shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with paragraphs (c) or (d) hereof if the failure is caused by—

- (i) the requirement of an adoption agency for the teacher to accept earlier or later placement of a child; or
- (ii) the death of the teacher's spouse.

(5) Variation of period of adoption leave

(a) Provided the addition does not extend adoption leave beyond 104 weeks, the period of extended adoption leave may be lengthened once only by the teacher giving not less than twenty-one (21) days notice in writing stating the period by which the leave is to be lengthened.

(b) The period may be further lengthened by agreement between the employer and the teacher.

(c) The period of extended adoption leave may, with the consent of the employer, be shortened by the teacher giving not less than seven (7) working weeks notice in writing stating the period by which the leave is to be shortened.

(6) Cancellation of adoption leave

(a) Adoption leave, applied for but not commenced, is cancelled should the placement of the child not proceed.

(b) If the placement of a child for adoption purposes with a teacher then on adoption leave does not proceed or continue, it shall be the right of the teacher to resume work at a time nominated by the employer (which shall be no later than the beginning of the next succeeding term from the date of the notice in writing by the teacher to the employer that the teacher wishes to resume work).

(d) In this case, the teacher may undertake temporary employment with another employer without affecting his/her contract of service with the school from which he/she took leave.

(7) Special Adoption leave

The employer must grant to any teacher who is seeking to adopt a child any leave not exceeding two (2) days (paid or otherwise), that is required by the teacher to attend any compulsory interviews or examinations that are necessary as part of the adoption procedure.

(8) Adoption leave and other entitlements

(a) So long as the aggregate of any leave, including leave taken under this subclause does not exceed 104 weeks, a teacher may, instead of or in conjunction with adoption leave, take any annual leave or long service leave or any part of it to which the teacher is entitled.

(b) Paid leave other than long service leave is not available to a teacher during the teacher's absence on adoption leave.

(9) Effect of adoption leave on employment

Notwithstanding any provision to the contrary, absence on adoption leave shall not break the continuity of service of a teacher but shall not be taken into account in calculating the period of service for any purpose of this Agreement provided that absence on adoption leave shall count for purposes of subclause (2)(c) above.

(10) Termination of employment

(a) A teacher on adoption leave may terminate employment at any time during the period of leave by due notice given.

(b) An employer shall not terminate the employment of a teacher on the ground of the teacher's absence on adoption leave but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(11) Return to work after adoption leave

(a) Except as provided in paragraph (b) hereof, a teacher will return to work only from the beginning of a school term, preferably from the beginning of a school year and will indicate an intention of returning to work by giving in writing not less than seven (7) weeks' notice, that notice to be immediately prior to the proposed school term of commencement.

(b) An employer may by agreement with the teacher arrange for a teacher to return to work at some date other than the commencement of a school term.

(c) Provided the notice required pursuant to subclause (a) above has been given, a teacher shall be entitled to a position commensurate with the teacher's qualifications, experience and previous classification.

(d) A part-time teacher shall be entitled to return to a position which includes the same number of hours per week, but not necessarily the same times or class levels.

(e) If no confirmation of an intention to return is received, the employer shall take reasonable steps of inquiry prior to making other arrangements.

(12) Replacement Teachers

(a) A teacher specifically engaged as a result of a teacher proceeding on adoption leave will normally be a replacement teacher provided however that such replacement teacher does not have to fill the position vacated by the teacher proceeding on adoption leave.

(b) Before an employer engages a replacement teacher under this subclause, the employer shall inform that person of the temporary nature of the employment and the rights of the teacher who is being replaced.

(c) Before an employer temporarily promotes or transfers a teacher to replace a teacher exercising rights under this clause the employer shall inform that person of the temporary nature of the promotion or transfer and the rights of the teacher who is being replaced.

(d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement teacher.

**Part 3—Part-time Work**

(1) Definitions

In this subclause

"Female teacher" means an employed female who is pregnant or is caring for a child whom she has borne or a

child who has been placed with her for adoption purposes.

“Male teacher” means an employed male who is caring for a child of his spouse or a child placed with the teacher for adoption purposes.

“Part-time employment” means work of a lesser number of hours than constitutes full-time work under this Agreement, but does not include temporary or casual work.

“Former position” means the position held by a teacher immediately before commencing part-time employment under this subclause or, if such position no longer exists but there are other positions available for which the teacher is qualified and capable of performing, a position as nearly as possible comparable in status and pay to that of the position held by the teacher immediately before commencing part-time work.

#### (2) Entitlement

With the agreement of the employer—

- (a) a female teacher may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy necessary or desirable;
- (b) a female teacher may work part-time in one or more periods at any time from the seventh week after the date of the birth of the child until its third birthday;
- (c) a male teacher may work part-time in one or more periods at any time from the date of the birth of the child until its third birthday;
- (e) in relation to adoption, a female or male teacher may work part-time in one or more periods at any time from the date of placement of the child until the third anniversary of that date.

#### (3) Return to former position

(a) A teacher who has had at least one year of continuous service within Catholic education in Western Australia immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to their former position.

(b) Nothing in paragraph (a) hereof shall prevent the employer from permitting the teacher to return to their former position after a second or subsequent period of part-time employment.

#### (4) Effect of part-time work on continuous service

Under this Agreement, commencement on part-time employment under this subclause and return from part-time employment to full-time employment under this subclause does not break the continuity of service of a teacher.

#### (5) Pro-rata entitlements

Subject to the provisions of this subclause and the matters agreed to in subclause (6) hereof, part-time employment shall be in accordance with the provisions of the Award and/or this Agreement and shall apply pro-rata.

#### (6) Part-time Work Agreement

(a) Before commencing a period of part-time employment under this subclause the employer and the teacher shall agree—

- (i) that the teacher may work part-time;
- (ii) upon the hours to be worked by the teacher, the days upon which they will be worked and the commencing times for the work;
- (iii) upon the period of part-time employment.

(b) The terms of this agreement may be varied by consent.

(c) The terms of this agreement and any variation to it shall be in writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the teacher by the employer.

(d) The work to be performed part-time need not be the work performed by the teacher in the teacher's former position but shall be work commensurate with the teacher's qualifications, experience and previous classification.

(e) An employer may request, but not require, a teacher working part-time under this clause to work outside or in excess of the teacher's ordinary hours of duty provided for in accordance with paragraph (a) hereof.

#### (7) Termination of Employment

(a) The employment of a part-time teacher under this clause may be terminated in accordance with the provisions of the Award and/or this Agreement but may not be terminated by the employer because the teacher has exercised or proposes to exercise any rights under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.

(b) Any termination benefits payable to a teacher whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time teacher as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time teacher on a pro-rata basis.

#### (8) Replacement Teachers

(a) A teacher specifically engaged as a result of a teacher proceeding on part-time employment under this subclause will normally be a replacement teacher.

(b) Before an employer engages a replacement teacher under this subclause, the employer shall inform that person of the temporary nature of the employment and the rights of the teacher who is being replaced.

(c) Before an employer temporarily promotes or transfers a teacher to replace a teacher exercising rights under this clause the employer shall inform that person of the temporary nature of the promotion or transfer and the rights of the teacher who is being replaced.

(d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement teacher.

### 21.—REDUNDANCY PROVISIONS

(1) Should a position in a Catholic school become redundant then the provisions of—

- (a) the Workplace Relations Act (1996); and/or
  - (b) the Catholic Education Commission of Western Australia policy on redundancy; and/or
  - (c) this Agreement,
- whichever is the greater, shall apply.

(2) In calculating the years of service of a teacher, all continuous service within Catholic schools in Western Australia will be considered and not only the service completed at the current school.

(3) Where a school proposes to make one or more teaching positions redundant the employer shall make redundancy payments to the teachers made redundant—

<u>Period of Service</u>	<u>Weeks of severance pay.</u>
Less than 1 year	Nil
One year and less than two years	4 weeks
Two years and less than three years	6 weeks
Three years and less than four years	7 weeks
Four years and above	2 weeks per year of service to a maximum of 16 weeks.

(4) When the employer identifies a potential redundancy and before a teacher is named as the person whose position has been declared redundant, the employer shall offer all teachers at that school the opportunity to take leave without pay for a period of one school year or such a period to resolve the potential redundancy. Where a suitable application is received that resolves the potential redundancy, then the teacher shall be granted leave without pay for the period.

(5) Continuity of service for all purposes of the Award and/or this Agreement shall apply where a teacher has been made redundant and is re-employed by a Catholic school within six months.

(6) If during the life of this Agreement the Australian Industrial Relations Commission moves to a new redundancy standard in excess of the provisions of this clause, then the new standard will apply and as such the parties agree to amend this Agreement accordingly.

(7) Notwithstanding the other provisions of this clause, nothing shall prevent the parties from negotiating a redundancy settlement in excess of the provisions as determined in subclause (3) of this clause.

#### 22.—PLAYGROUND DUTY

Where a teacher is required to perform playground supervision, such supervision shall be so rostered as to allow a fair and reasonable midday meal break.

#### 23.—FLEXIBILITY IN THE SCHOOL DAY/YEAR

(1) Flexible working hours for teachers may be implemented at schools where an improved curriculum can be offered, or more effective and efficient use of resources occurs.

The following criteria shall be applied prior to the implementation of flexible hours—

- (a) a consultative process to occur at school level involving all stakeholders, including the ISSOA, school decision making groups, parents, students and staff;
- (b) issues such as duty of care, health, safety and welfare, equity and other legislative requirements allowed for;
- (c) workloads and career aspirations have been considered;
- (d) individual circumstances have been fairly and reasonably considered;
- (e) the distribution of hours to be equitable.

(2) Specifically excluded from these flexibility arrangements are increased working hours for teachers.

#### 24.—MANNER OF LIFE

(1) Where an allegation has been made against a teacher with regard to the teacher's manner of life and/or stated beliefs which may be in breach of Clause 11.—Conditions of Employment, subclause (2)(a) of this Agreement, the following procedures shall apply—

##### (2) The Allegation

(a) Any allegation for breach of this clause shall be directed to the Principal of the school in which the teacher is employed and shall be in writing stating—

- (i) the nature of the allegation;
- (ii) the proof supporting the allegation; and
- (iii) the source of the allegation.

(b) The person/s making the allegation must have direct knowledge of the alleged breach and shall be required to support the allegation in conformity with the provisions as outlined in paragraph (a) of this subclause.

(c) The Principal and/or the person/s making the allegation should observe confidentiality at all times and the Principal shall advise such person/s of the seriousness of their allegation and counsel such person/s of the consequences of malicious, false or exaggerated allegations.

(d) The employer shall record the details of the allegation and where necessary clarify any matter pertaining to the allegation.

##### (3) Advising the Teacher

(a) (i) Should the employer determine that the allegation cannot be sustained, the matter shall be discontinued and the person/s making the allegation advised accordingly.

(ii) Should the circumstances warrant, the employer may advise the teacher of the allegation and the outcome as prescribed in paragraph (a)(i) of this subclause.

(b) If the employer determines that the allegation needs to be acted upon, he/she shall advise the teacher in writing stating—

- (i) the nature of the allegation;
- (ii) the proof supporting the allegation;
- (iii) the source of the allegation;
- (iv) the potential consequences if the allegation is proven;
- (v) that the teacher is not required to answer the allegation immediately but may elect to seek the appropriate advice and representation; and
- (vi) a reasonable time frame for a response.

(4) Where an allegation for breach of this clause has been confirmed by the teacher, the teacher shall be offered the opportunity to rectify the matter where possible, in a manner agreed between the teacher and the employer. Such agreement shall be in writing.

(5) Should the matter not be resolved in accordance with subclauses (3) or (4) of this clause, the provisions of Clause 30.—Dispute Avoidance and Grievance Procedures of this Agreement shall apply.

#### 25.—PROFESSIONAL DEVELOPMENT

Professional development has as its priority the upgrading of professional knowledge and skills. Both the school and the teacher should share the responsibility of teachers' professional development.

In addition to courses provided in school hours, the parties accept that courses outside of school hours should be made available to teachers. Access to such courses should be at the discretion of the teacher.

#### 26.—PROFESSIONAL RESPONSIBILITIES

(1) The parties recognise that there is a wide range of duties and responsibilities involved in the profession of teaching.

(2) The parties recognise that the following principles apply in addressing the fair and reasonable participation of teachers—

- (a) Much of the life and culture of the school is derived from school activities involving teachers and students conducted outside regular classroom contact;
- (b) The efforts of teachers who contribute significantly to the life and values of the school should be recognised;
- (c) Duty of care responsibilities must be considered in the planning of all activities conducted by the school;
- (d) There will be collaborative planning between school and staff in the allocation of teachers to all activities conducted by the school;
- (e) The competence, skills and qualifications of teachers, including part-time teachers, will be considered in the planning and allocating of activities conducted by the school, having regard for the teacher's professional development and family responsibilities;
- (f) Some schools may have expanded educational programs which may require flexible employment arrangements.

#### 27.—SUMMATIVE APPRAISAL

During the life of this Agreement, all forms of teacher appraisal (including Summative and Senior Teacher appraisal) will be re-negotiated.

#### 28.—PART TIME TEACHERS

##### (1) Contract of employment

(a) In engaging a part time teacher schools will recognise that part time teachers are entitled to supplement their income through other employment.

(b) The number of hours of scheduled class time and professional responsibilities and duties of a part time teacher shall be set out in writing by the employer at the time of engagement and at any other time when a variation occurs.

(2) A part time teacher's weekly rate of pay shall be assessed according to the following formula—

$$\frac{\text{Hours worked}}{\text{Full time teachers' hours}} \times \frac{\text{the appropriate}}{\text{full time salary}}$$

*Note: Hours = the number of hours of scheduled class time for the teacher*

(3) A part time teacher in a Primary School shall be given a proportional amount of release time for planning and preparation as given to a full time teacher in that school.

(4) A part time teacher shall be expected to undertake a proportional number of additional duties normally expected of a full time teacher in that school, provided that those duties fall at times adjoining that teacher's normal scheduled classroom teaching hours or on a usual day of employment, e.g. yard supervision, staff meetings, etc.

(5) Additional hours

(a) Where an employer requires and the part time teacher agrees to work additional hours, the teacher shall be paid for each additional hour or part thereof at that teacher's normal part-time hourly rate of pay.

(b) Such additional hours worked under this arrangement shall not result in proportionate adjustments under any other clause in the Award or this Agreement.

(6) Variation of hours

(a) The school may vary the teaching load of a part time teacher from the beginning of each school year with 6 weeks notice or at any time by agreement with the teacher.

(b) In the absence of the required notice as per subclause (a) and provided that the change involves a decrease in salary, the teacher's salary will be maintained at its former level for the period of the notice not given.

29.—SPECIAL LEAVE

(a) A teacher shall, on sufficient cause being shown, be granted special leave with pay.

(b) "Sufficient cause" is defined as a matter or situation for which—

- (i) no other paid leave is available
- (ii) no other arrangements can reasonably be made
- (iii) the absence from duty is required due to pressing necessity.

(c) The period determined at the discretion of the employer having regard to all of the circumstances but would not normally exceed 3 days for any one instance.

30.—DISPUTE AVOIDANCE AND GRIEVANCE PROCEDURE

(1) The objective of these procedures is the avoidance and resolution of industrial dispute by measures based on consultation, co-operation and negotiation and the parties to a dispute shall make reasonable attempts to resolve the matter by mutual discussion and determination.

(2) Without prejudice to either party, the parties to this Agreement shall ensure the continuation of work in accordance with the Award, this Agreement and the custom and practice in Catholic Schools in Western Australia.

(3) (a) In the event of any matter arising which is of concern, the teacher shall discuss this matter with the Principal or his/her nominee.

(b) If the matter is not resolved at this level, the teacher and/or the Principal may refer the matter to the Independent Schools Salaried Officers' Association and/or the Catholic Education Office (Employee and Community Relations Team).

(In an attempt to resolve the matter it may be necessary to have formal discussion between the ISSOA and the Director of Catholic Education in Western Australia.)

(c) If the matter cannot be resolved at this level it may be referred to the Western Australian Industrial Relations Commission.

(4) Nothing contained in this procedure shall prevent the Secretary of the ISSOA or his/her nominee or the Director of Catholic Education in Western Australia or his/her nominee from entering into negotiations at any level either at the request of any of the parties to the dispute or on their own initiative in respect of matters in dispute should such action be considered conducive to achieving resolution of the dispute.

31.—SIGNATURES

.....  
(Signature)  
(Name of signatory in block letters)  
Servite College Council Inc

.....  
(Signature)  
(Name of signatory in block letters)  
Independent Schools Salaried Officers'  
Association of Western Australia,  
Industrial Union of Workers

WESTERN AUSTRALIAN CATHOLIC SCHOOLS (ENTERPRISE BARGAINING) AGREEMENT NO. 8 OF 2000.

No. AG 167 of 2000.

2000 WAIRC 00509

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

<b>PARTIES</b>	THE INDEPENDENT SCHOOLS SALARIED OFFICERS' ASSOCIATION OF WESTERN AUSTRALIA, INDUSTRIAL UNION OF WORKERS & OTHER V (NOT APPLICABLE)
<b>CORAM</b>	COMMISSIONER S J KENNER
<b>DELIVERED</b>	MONDAY, 28 AUGUST 2000
<b>FILE NO/S</b>	AG 167/2000

<b>Representation Applicant</b>	Mr N Briggs
<b>Respondent</b>	

Order.

HAVING heard Mr N Briggs on behalf of the applicant and there being no appearance on behalf of the respondent and by consent the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

- (1) THAT the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 8 of 2000 as filed in the Commission on 10 July 2000 in the terms of the following schedule be and is hereby registered as an industrial agreement.
- (2) THAT the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 8 of 1998 No AG 142 of 1998 be and is hereby cancelled.

(Sgd.) S. J. KENNER,  
Commissioner.

[L.S.]

Schedule.

1.—TITLE

This Agreement shall be known as the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 8 of 2000 and shall replace the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 8 of 1998.

2.—ARRANGEMENT

- 1. Title
- 2. Arrangement
- 3. Parties to the Agreement
- 4. Scope of Agreement
- 5. Relationship to Parent Award
- 6. Term of Agreement
- 7. Expiration of Agreement
- 8. No Extra Claims
- 9. No Duress
- 10. Objects of the Agreement
- 11. Conditions of Employment
- 12. Contract of Service
- 13. Salaries
- 14. Deferred Salary Scheme
- 15. Promotional Positions
- 16. Location Allowances
- 17. Sick Leave
- 18. Family Leave
- 19. Long Service Leave
- 20. Parental Leave
- 21. Redundancy Provisions
- 22. Playground Duty
- 23. Flexibility in the School Day/Year
- 24. Manner of Life
- 25. Professional Development
- 26. Professional Responsibilities
- 27. Summative Appraisal

28. Part Time Teachers
29. Special Leave
30. Dispute Avoidance and Grievance Procedure
31. Signatures

### 3.—PARTIES TO THE AGREEMENT

This Agreement is made between the Trustees of the Christian Brothers in WA Inc and the Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers (the ISSOA), a registered organisation of employees.

### 4.—SCOPE OF AGREEMENT

(1) This Agreement shall apply to all teachers who are covered by the provisions of the Independent Schools' Teachers' Award (1976), as amended.

(2) The number of teachers covered by this agreement is 304.

### 5.—RELATIONSHIP TO PARENT AWARD

Except as provided by this Agreement, the conditions of employment of teachers employed in Catholic Schools in Western Australia will be in accordance with the Independent Schools' Teachers' Award (1976), as amended.

### 6.—TERM OF AGREEMENT

(1) This Agreement shall come into effect on and from 1 July 2000 and shall expire on 30 June 2003.

(2) During the term of this Agreement, the provisions of this Agreement may be varied by mutual agreement between the parties.

### 7.—EXPIRATION OF AGREEMENT

(1) On the expiration of this Agreement and in the absence of the registration of a subsequent Enterprise Agreement, the provisions of this Agreement shall prevail for the purposes of the conditions of employment that will apply to teachers covered by this Agreement.

(2) Negotiations for a new Enterprise Agreement will commence 6 months prior to the expiry of this Enterprise Agreement.

### 8.—NO EXTRA CLAIMS

It is a condition of this Agreement, that the parties will not make any further claims with respect to salaries and conditions during the period of this Agreement unless they are consistent with the State Wage Fixing Principles.

### 9.—NO DURESS

This Agreement was not entered into by either of the parties under duress from the other party or any other person or persons.

### 10.—OBJECTS OF THE AGREEMENT

In reaching this agreement the parties have recognised—  
Catholicity—

- The need to maintain a just working environment in which education can be provided in harmony with the aims, objectives and philosophy of Catholic education.

Professionalism—

- A mutual responsibility to protect, develop and enhance Catholic education within the State of Western Australia.
- The need to safeguard and enhance the quality of teaching and learning in Catholic schools in Western Australia and the public perception of it.

Flexibility—

- The variety of educational and managerial arrangements that exist requiring flexibility in the application of regulations that govern employment practices.
- The need to consolidate, and develop further, initiatives arising out of the award restructuring process.
- Productivity and efficiency have a growing influence in educational policies and practices.

Schools are expected to do more with the same level of resources, necessitating productivity and efficiency improvements which may be qualitative rather than quantitative.

### 11.—CONDITIONS OF EMPLOYMENT

The parties acknowledge that the following *Conditions of Employment of Teachers in Catholic Schools in WA (2000)* is an official statement of the Catholic Education Commission of Western Australia and as such applies to all teachers employed in a Catholic school in Western Australia.

Conditions of Employment of Teachers in Catholic Schools in WA (2000)

#### 1. The Employing Authority

1.1 In Diocesan accountable schools, the teacher is employed by the Bishop of the Diocese who delegates this power to the school board.

1.2 In Order accountable schools the teacher is employed by the Congregational Leader who may delegate this authority to a school board or principal.

#### 2. The Fundamental Responsibilities of the Teacher

A teacher is required, under the direction of the Principal, to contribute actively towards;

2.1 the maintenance of the Catholicity of the school through a manner of life and stated beliefs which are in keeping with the teachings of the Catholic Church;

2.2 the promotion of the religious instruction and formation of pupils in accordance with the directives and requirements of the Catholic Education Commission and the Bishop of the Diocese;

2.3 the undertaking of appropriate accreditation programs, as required.

#### 3. Duties

The teacher is required to—

- 3.1 perform such duties, teaching and non—teaching, as are customarily rostered and shared by all staff;
- 3.2 help ensure the provision of a Catholic perspective in the activities of the school;
- 3.3 model the leadership that is appropriate for all members of the school community;
- 3.4 keep abreast of current developments in educational theory and practice;
- 3.5 demonstrate a pastoral concern for each member of the school community.

#### 4. Other Matters

4.1 A full time teacher shall be permitted to engage in other employment provided that—

- (i) such employment does not affect the teacher's employment and professional responsibilities to the school, and
- (ii) the principal is notified

4.2 Any fraudulent misrepresentation in the teacher's curriculum vitae, or other documentation presented to the employer, which impacts on the employment contract of the teacher may result in the termination of the employment contract.

4.3 The teacher has the responsibility to advise the employer of any previous or current criminal convictions or proceedings that may conflict with the stated philosophy of a Catholic school and the objects of this agreement. The teacher acknowledges that the employer has the right to enquire about such convictions or proceedings, provided that the employer notifies the teacher of any inquiry prior to it being conducted.

### 12.—CONTRACT OF SERVICE

(1) When a teacher accepts an appointment within the Catholic system in Western Australia for the first time, the appointment is probationary and as such the teacher is subject to professional appraisal in the second year of employment so as to confirm ongoing employment.

(2) (a) Except in the case of a relief or temporary teacher, the termination of the service of a teacher shall require a minimum of six weeks' notice by either party to take effect from the close of school business at the end of the school term.

(b) Provided that the requirements of this subclause may be waived in part or in whole by mutual agreement between the teacher and the employer. Any request to waiver such notice shall not be unreasonably withheld by the employer, where it is deemed that the teacher has not been able to give the required notice through no fault of their own.

(c) Subject to the provisions of this subclause, failure to give the required notice shall make either party liable for the payment to the other party of an amount equivalent to the period of notice not given.

(d) When a teacher resigns, the employer reserves the right to withhold or recover an amount equivalent to any period of overpayment of salary. However, approval must be obtained from the Director of Catholic education before such action is proceeded with.

### 13.—SALARIES

(1) The minimum annual rate of salary payable to teachers engaged in the classifications prescribed in Clause 11.—Salaries of the Award shall be—

Step	Salary (\$)
Step 1	24,156
Step 2	25,570
Step 3	30,924
Step 4	32,672
Step 5	33,964
Step 6	36,002
Step 7	37,395
Step 8	39,081
Step 9	41,827
Step 10	43,113
Step 11	44,898
Step 12	46,428
Step 13	48,264

(2) Notwithstanding subclause (1) of this clause, if, during the life of this Agreement, the Education Department of Western Australia salaries receive a further general increase, then the rates in (1) shall increase by that general increase from the same operative date as the EDWA increase.

(3) Subject to the provisions for implementing the classification set out in the Appendix to the Award, an appointee to a Senior Teacher classification shall be entitled to the following annual allowance—

- (a) Level One—3.2 % of the maximum total salary per annum as prescribed in subclause (1) of this clause.
- (b) Level Two—6.9% of the maximum total salary per annum as prescribed in subclause (1) of this clause.

(4) Notwithstanding the provisions of subclause (5) of Clause 11.—Salaries of the Award, relief teachers employed for five (5) days or less may be engaged by the day or half day. A half day is determined as the hours usually worked in a school prior to or immediately following the lunch break.

#### (5) Accreditation B Certificate

(a) The holding of the study component of a current Accreditation B Certificate would allow a 3 year trained teacher with the 2 years of full time equivalent experience at Step 9 to move to Step 10 from 1 July 2000 and to step 11 from 1 January 2002.

(b) Thereafter, progression from Step 9 to Step 10 and then to Step 11, shall be by biennial steps for 3 year trained teachers.

#### (6) Upgrading from a 3 year to a 4 year qualification

When a teacher upgrades their teaching qualification from 3 years to 4 years, then in calculating the new position on the incremental scale in sub-clause(1), all previous relevant full time equivalent experience shall count.

#### (7) Salary Packaging

Salary packaging in compliance with the Catholic Education Commission of Western Australia's statement shall be available to teachers from 1 July 2000.

### 14.—DEFERRED SALARY SCHEME

Teachers may apply to have their salary payments deferred in accordance with the provisions of this clause.

#### (1) Eligibility

(a) Teachers who have been employed within the Catholic system for a minimum of two (2) years, including full time and part time teachers, are eligible to apply.

(b) Approval of applications will be determined by the employer based on the needs and requirements of the school.

#### (2) Period of Leave

(a) The period of leave will be for twelve (12) months, from 1 January to 31 December.

(b) Participants will not be able to return to a position at the same school during the 12 month leave period.

(c) Should alternative employment be sought during the year of leave, the teacher is to advise the employer.

(d) Should employment as a teacher be pursued within a Catholic school, only relief work may be undertaken by the teacher.

(e) The year of leave, the fifth year, will be taken in accordance with the conditions as prescribed within Clause 8—Leave, (3) Leave Without Pay of the Independent Schools' Teachers' Award.

#### (3) Payment of Salary

(a) During the four year accrual period participants in the scheme receive 80% of their normal fortnightly salary and will thus be taxed at this reduced rate of pay. Normal salary is defined as a teacher's normal fortnightly salary plus any associated teaching allowances.

In the fifth year, when leave is taken, the participants will receive the money contributed over the four year period. This amount can be paid fortnightly; in one lump sum payment; or two payments, one in each of the financial years.

(b) The participant will be taxed only on the amount actually received, in this case approximately 80% of the normal salary (including allowances). This is a significant taxation incentive for participants. It is recommended that, prior to entering into this scheme, prospective participants discuss taxation implications and other related issues with their accountant or financial adviser.

(c) It should be noted that interest is not paid on amounts accumulated during the accrual period. A taxation ruling prohibits such payment on the basis that people taking advantage of a taxation incentive cannot derive interest on those funds. Interest accrued will be utilised to offset the administrative costs of the fund.

#### (4) Suspension of Contributions

(a) Participation in the scheme will be suspended during any period of unpaid leave. Any period of unpaid leave will reduce payments into the fund and therefore proportionately reduce the accrued payment in the year of leave.

(b) A participant may elect to suspend contributions for a period of less than twelve months once during the accrual period. This will also reduce the accrued payment in the year of leave.

(c) The employer retains the discretionary authority to approve suspension for a period of twelve (12) months at the request of the participant. Such a suspension will extend the taking of the year of leave by one (1) year.

#### (5) Withdrawal

(a) The participant may withdraw from the scheme at any time by notifying the employer in writing. It should be noted that only the exact money paid into the scheme will be paid in a lump sum on withdrawal and no interest will be paid on this amount.

(b) The participant who withdraws from the scheme will be taxed on the lump sum payment and any other salary received during that financial year. Significant taxation implications may, therefore, apply.

#### (6) Long Service Leave, Sick Leave and Increment Entitlements

(a) A participant in the scheme will accrue the above entitlements at 100% of the normal accrual rate over the first four years only. The fifth year, the year of leave, is a non-accrual period.

(b) If a participant becomes eligible for long service leave during the fourth year of the deferred salary scheme, the long service leave entitlement will further be deferred and taken in the fifth year of the scheme or taken in the final term/semester of the fourth year of the scheme, or the first term/semester of the sixth year.

## (7) Workers' Compensation

(a) Participants in the scheme are covered by workers' compensation during the first four years of the scheme at 100% of their normal salary. A participant in receipt of workers' compensation during the first four years may elect to continue in the deferred salary scheme or suspend their contributions until their return to full duties.

(b) Any period of suspension due to workers' compensation shall be undertaken in accordance with subclause (4) of this clause.

(c) During the fifth year, the year of leave, the participant is not covered by workers' compensation.

## (8) Superannuation

Contributions are based on 100% of the participant's normal salary over the first four years only.

## (9) Fund Management

The scheme will be managed by the Catholic Education Office. During the four year accrual period, schools will remit 20% of salary foregone to the Office on a two or four weekly basis. Participants will receive a statement from the Office at the end of each year showing the amount accumulated in the scheme. At the beginning of the fifth year, when leave is taken, the accumulated amount will be forwarded to the participant's school for payment through the school's payroll. All contributions to the scheme are guaranteed by the Catholic Education Office of WA.

## (10) Portability

(a) Teachers are able to maintain their participation in the scheme should they transfer their employment between Catholic schools or to the Catholic Education Office.

(b) The teacher is obliged to notify the principal prior to appointment of their participation in the Deferred Salary Scheme and the date that leave is due to be taken.

(c) Participation in the Deferred Salary Scheme shall not impede an application for employment in a Catholic school.

## (11) Implementation Date

(a) Applications are to be forwarded to the Principal by the close of business 31 August of the year prior to the year of commencement.

(b) Schools will endeavour to notify the teacher of the result of their applications by 31 October of the same year.

## 15.—PROMOTIONAL POSITIONS

(1) The minimum promotional allowance payable to teachers engaged in the classifications prescribed in Clause 11.—Salaries, subclause (7) of the Award shall be—

(a) Promotion Level 1 Category A: 14.8% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.

(b) Promotion Level 1 Category B: 12.5% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.

(c) Promotion Level 1 Category C: 10.0% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.

(d) Promotion Levels 2, 3 and 4 shall be paid 70%, 50% and 30% respectively of Promotion Level 1 of the appropriate school category.

(2) In lieu of subclause (1) of this clause, a school may—

(a) after consultation with the staff and

(b) with the agreement of the parties to this Agreement opt to introduce a school based system of promotional positions to replace the arrangements in subclause (1).

(3) The structure and minimum promotional allowance payable to teachers engaged in the classifications prescribed in Clause 11.—Salaries, subclause (8), of the Award shall be as follows—

(a) In schools with 100—300 students—

(i) one Assistant Principal at 15.5% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement; or

(ii) two Assistant Principals each at 7.75% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.

(b) In schools greater than 300 students—

(i) two Assistant Principals each at 15.5% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement; or

(ii) three Assistant Principals each at 10.3% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.

## 16.—LOCATION ALLOWANCES

Teachers shall be paid the allowance provided for below in lieu of the allowance prescribed in subclause (1) of Clause 17.—Location Allowances of the Award.

Town	Full Rate Allowance \$/week	Half Rate Allowance \$/week
Balgo Hills	160.24	80.12
Boulder	14.42	7.21
Beagle Bay	145.36	72.68
Billiluna	160.24	80.12
Broome	104.97	52.48
Carnarvon	45.15	22.58
Derby	109.62	54.81
Esperance	27.11	13.56
Gibb River	160.24	80.12
Kalgoorlie	14.42	7.21
Karratha	108.38	54.19
Kununurra	137.68	68.89
Lake Gregory/Mulan	160.24	80.12
Lombadina	145.36	72.68
Mullewa	5.52	2.76
Port Hedland	101.07	50.54
Red Hill/Halls Creek	129.18	64.59
Ringer Soak	160.24	80.12
Southern Cross	26.48	13.24
Tardun	47.93	23.97
Turkey Creek	145.36	72.68
Wyndham	136.66	68.33

## 17.—SICK LEAVE

A medical certificate from a legally qualified medical practitioner shall be regarded as proof of sickness.

## 18.—FAMILY LEAVE

(1) Use of sick leave

(a) A teacher with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill. Such leave shall not exceed five (5) days in any calendar year and is not cumulative.

(b) The teacher shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

(c) The entitlement to use sick leave is subject to—

(i) the teacher being responsible for the care of the person concerned; and

(ii) the person concerned being either a member of the teacher's immediate family or a member of the teacher's household.

(d) The teacher shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the teacher, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the teacher to give prior notice of absence, the teacher shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(2) Use of unpaid leave

A teacher may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill.

(3) Nothing contained in this clause shall prevent a teacher from making application for leave as prescribed in Clause 8.—Leave, subclause (1) Special Leave of the Award.

## 19.—LONG SERVICE LEAVE

(1) As from 1 January 1995, a teacher's entitlement to paid long service leave for each year of service within the Catholic Education system, will accrue at the following rates—

- (a) up to ten years of continuous service, 1.3 weeks for each year of service;
- (b) for each subsequent year, 1.86 weeks for each year of service.

(2) Subject to subclause (5) of this clause, a teacher who has accrued a minimum entitlement of ten weeks' long service leave shall be entitled to take such leave.

(3) For any service prior to the 1st January 1995, the provisions of long service leave shall be that which is prescribed under the terms of the Award.

(4) The process required for the taking of leave shall be as follows—

- (a) the employer shall advise the teacher of his/her impending entitlement to take long service leave prior to the completion of term three in the year preceding the entitlement becoming due;
- (b) the teacher shall advise the employer no later than the commencement of term four of the preceding year of their intention or otherwise to take leave;
- (c) where an agreement has been reached for the taking of long service leave and circumstances arise that necessitates an adjustment of such leave, then any request for the adjustment shall not be unreasonably withheld.

(5) Where the continuous service of a teacher during the period of accrual contains any period which is less than full time then that teacher's entitlement shall be calculated as follows—

- (a) the number of weeks accrued shall be in accordance with subclause (1) above; and
- (b) payment for the period accrued shall be the average that the teacher's hours bears to that of a full time teacher over the accrual period.

(6) The teacher continues to accrue long service leave entitlement for any period during which the teacher is absent on full pay from his/her duties; long service leave does not accrue for any period exceeding two weeks during which the teacher is absent on unpaid leave.

(7) (a) For the purposes of calculating long service leave entitlement the employer shall allow a break of service up to two terms without penalty to the teacher. Such a break in service shall be deemed to be 'leave without pay' for the purposes of calculating that teacher's entitlement.

(b) The provisions of this subclause shall not prevail if a teacher has been paid a pro-rata payment for accrued long service leave at the time of the break of service.

(8) Vacation leave observed by the school shall count for the purposes of calculating a teacher's entitlement to long service leave.

(9) Any public holiday which occurs during the period a teacher is on long service leave shall be treated as part of the long service leave and extra days in lieu thereof shall not be granted.

(10) Where a teacher has become entitled to a period of long service leave in accordance with the clause, the teacher shall commence such leave as soon as possible after the accrual date by one of the following options, at a time mutually agreed between the employer and the teacher—

- (a) as a term with the excess entitlement being retained as unused accrued long service leave; or
- (b) as a semester, with approved leave without pay for that portion which exceeds the fully accrued long service leave entitlement; or
- (c) with the agreement of the employer, as a term with the excess entitlement being paid for in addition to the ordinary payment for such leave.
- (d) with the agreement of the employer and in special circumstances, a lesser period may be taken than that prescribed in this subclause

(Notation: For the purposes of this subclause a semester is defined as school terms 1 and 2 or 3 and 4.)

(11) Payment for long service leave shall be made in full before the teacher goes on leave, or by agreement between the teacher and the employer at the same time as the teacher's salary would have been paid if the teacher had remained at work.

(12) Where a teacher has completed at least 7 continuous years of service and employment is terminated—

- (a) by the teacher's death; or
- (b) in any circumstances, other than serious misconduct;

the amount of leave shall be such as has accrued under the provisions of subclause (1) of this clause.

(13) In the case to which subclause (12) of this clause applies, and in any case in which the employment of the teacher who has become entitled to leave hereunder is terminated before such leave is taken or fully taken, the employer shall—

- (a) upon termination of employment otherwise than by death, pay to the teacher; or
- (b) upon termination of employment by death, pay to the personal representative of the teacher upon request by the personal representative,

a sum equivalent to the amount which would have been payable in respect of the period of leave to which he/she is entitled or deemed to have been entitled and which would have been taken but for such termination.

Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.

(14) Accrued long service leave entitlements are portable between all Catholic schools in Western Australia and those schools subject to the Catholic Schools Long Service Leave Interstate Portability Agreement.

## 20.—PARENTAL LEAVE

Subject to the terms of this clause, a teacher is entitled to maternity, paternity and adoption leave and to work part time in connection with the birth or adoption of a child.

**Part 1—Parental Leave**

(1) Eligibility for Maternity and Paternity Leave

(a) If a teacher or the teacher's spouse becomes pregnant, the teacher shall, subject to the conditions hereunder, be entitled to parental leave in accordance with the provisions of this clause.

Conditions of eligibility—

- (i) The teacher is a full-time teacher or is a part-time teacher whose teaching allotment is not less than three hours per week, but not a relief teacher.
- (ii) The teacher has had not less than 12 months continuous service in Catholic education in Western Australia immediately preceding the date upon which the teacher proceeds on such leave.
- (iii) The teacher shall produce to the employer a certificate from a legally qualified medical practitioner stating the presumed date of confinement.
- (iv) The teacher shall produce a statutory declaration stating particulars of any period of parental leave sought or taken by the teacher's spouse and that for the period of parental leave the teacher will not engage in any action inconsistent with the teacher's contract of employment.

(b) Such leave shall be without pay.

(c) The teacher's entitlement shall be reduced by any period of parental leave taken by the teacher's spouse in relation to the same child and, apart from parental leave of up to one week at the time of confinement, shall not be taken concurrently.

(2) Single Period of Parental Leave and Commencement

(a) Subject to subclauses (3) and (6) hereof—

- (i) the period of maternity leave shall be for an unbroken period of from six (6) to one hundred and four (104) weeks and shall include a period of six (6) weeks compulsory leave to be taken immediately following confinement;

- (ii) the period of paternity leave shall be for an unbroken period of from one (1) to one hundred and four (104) weeks and shall include a period of one (1) week compulsory leave to be taken immediately following confinement.
- (iii) however, the period of leave for a replacement teacher shall not extend beyond the period for which they have been engaged as a replacement teacher.

(b) A teacher shall not less than ten (10) weeks prior to the presumed date of confinement produce to the employer the certificate referred to in subclause (1)(a)(iii) and give notice in writing to the employer setting out the presumed date of confinement and the date upon which the teacher proposes to commence parental leave stating the period of leave to be taken.

(c) An employer by not less than fourteen (14) days' notice in writing to the teacher, may require the teacher to commence maternity leave at anytime within the six (6) weeks immediately prior to her presumed date of confinement, except where the teacher can produce a medical certificate from the legally qualified medical practitioner in subclause (1)(a)(iii) stating that they are fit to continue normal duties during the six (6) weeks prior to the presumed date of confinement.

(d) A teacher shall not be in breach of this provision as a consequence of failure to give the stipulated period of notice in accordance with paragraph (c) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.

(3) Further period of Parental Leave resulting from a subsequent pregnancy

(a) For the purposes of this clause a further period of parental leave shall mean a period of parental leave resulting from a subsequent pregnancy taken without a return to work from an initial period of parental leave and shall be deemed to be a new and separate period of parental leave.

(b) When a teacher who is already on parental leave under this clause applies for a further period of leave because of a subsequent pregnancy, the period of parental leave shall be for an agreed period and shall commence from the date of confinement and shall cease at either the start of the next school year or the start of the year following as determined by the teacher.

(c) Application for a subsequent period of parental leave shall comply with the provisions contained in subclauses (1) and (2) above, save that this will not require a teacher currently on paternity leave to return to work during the period of compulsory maternity leave of the mother following the birth of another child.

(4) Transfer to a Safe Job prior to Maternity Leave

(a) When in the opinion of a legally qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the teacher make it inadvisable for the teacher to continue at her present work the teacher shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

(b) If the transfer to a safe job is not practicable, the teacher may, or the employer may require the teacher to take leave for such period as is certified necessary by a legally qualified medical practitioner and such leave shall be treated as maternity leave for the purposes of subclauses (9), (10), (11) and (13) hereof.

(5) Variation of Maternity Leave

(a) Provided the addition does not extend each period of parental leave beyond one hundred and four (104) weeks, the period may be lengthened only once (save with the agreement of the employer) by the teacher giving not less than seven (7) weeks notice in writing stating the period by which the leave is to be lengthened.

(b) The period of leave may, with the consent of the employer, be shortened by the teacher giving not less than seven (7) working weeks notice in writing stating the period by which the leave is to be shortened.

(c) The provisions of paragraphs (a) and (b) hereof do not apply to those teachers taking further periods of leave, unless the employer consents.

(6) Cancellation of Parental Leave

(a) Parental leave applied for but not commenced shall be cancelled where the pregnancy of a teacher or the teacher's spouse terminates other than by the birth of a living child.

(b) Where the pregnancy of a teacher then on maternity leave terminates other than by the birth of a living child, it shall be the right of the teacher to resume work at a time nominated by the employer (which shall be no later than the beginning of the next succeeding term from the date of the notice in writing by the teacher to the employer that she wishes to resume work).

(c) In this case the teacher may undertake temporary employment with another employer without affecting his/her contract of service with the school from which he/she took leave.

(7) Special Maternity Leave and Sick Leave

(a) Where the pregnancy of a teacher not then on maternity leave terminates after twenty-eight (28) weeks other than by the birth of a living child, then—

- (i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a legally qualified medical practitioner certifies as necessary before her return to work; or
- (ii) for illness other than the normal consequences of confinement she shall be entitled either in lieu of or in addition to special maternity leave to such paid sick leave to which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work.

(b) Where a teacher not then on maternity leave suffers illness related to her pregnancy, she may take such sick leave to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a legally qualified medical practitioner certifies as necessary before her return to work provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed one hundred and four (104) weeks for the first period of maternity leave.

(c) For the purposes of subclauses (8), (9) and (10) hereof maternity leave shall include special maternity leave.

(d) A teacher returning to work after a period of leave taken pursuant to this subclause shall, subject to paragraph (e), be entitled to a position commensurate with her qualifications, experience and previous classification.

(e) A part-time teacher shall be entitled to return to a position which includes the same number of hours per week but not necessarily the same times or class levels.

(8) Parental Leave and Other Entitlements

Provided the aggregate of leave, including leave taken pursuant to subclauses (4) and (7) hereof, does not exceed one hundred and four (104) weeks for each period of parental leave or does not negate the obligation to return to work at the beginning of the school year for further periods of parental leave as defined in subclause (3)(a);

(a) a teacher may in lieu of or in conjunction with parental leave take any annual leave or long service leave or any part thereof to which the teacher is then entitled;

(b) paid leave other than long service leave is not available to a teacher during the teacher's absence on parental leave.

(9) Effect of Parental Leave on Employment

Notwithstanding any provision to the contrary, absence on parental leave shall not break the continuity of service of a teacher but shall not be taken into account in calculating the period of service for any purpose of this Agreement.

(10) Termination of Employment

(a) A teacher on parental leave may terminate employment at any time during the period of leave by due notice given.

(b) An employer shall not terminate the employment of a teacher on the grounds of pregnancy or absence on parental leave but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(11) Return to work after a single period of Parental Leave

(a) Except as provided in paragraph (b) hereof, a teacher will return to work only from the beginning of a school term, preferably from the beginning of a school year and will

indicate an intention of returning to work by giving in writing not less than seven (7) working weeks' notice wholly within a school term, that notice to be immediately prior to the proposed school term of commencement.

(b) An employer may by agreement with the teacher arrange for a teacher to return to work at some date other than the commencement of a school term.

(c) Provided the notice required pursuant to paragraph (a) above has been given, a teacher shall be entitled to a position commensurate with the teacher's qualifications, experience and previous classification.

(d) A part-time teacher shall be entitled to return to a position which includes the same number of hours per week, but not necessarily the same times or class levels.

(e) If no confirmation of an intention to return is received, the employer shall take reasonable steps of inquiry prior to making other arrangements.

(12) Return to work from a further period of parental leave resulting from a subsequent pregnancy

(a) A teacher will return to work only from the beginning of a school year and will indicate an intention of returning to work by giving in writing not less than seven (7) working weeks notice wholly within a school term in the school year prior to the intended return.

(b) Return to work from a further period of parental leave resulting from a subsequent pregnancy will comply with subclause (11) paragraphs (b), (c), (d) and (e).

#### (13) Replacement Teachers

(a) A teacher specifically engaged as a result of a teacher proceeding on parental leave will normally be a replacement teacher provided however that such replacement teacher does not have to fill the position vacated by the teacher proceeding on parental leave.

(b) Before an employer engages a replacement teacher under this subclause, the employer shall inform that person of the temporary nature of the employment and the rights of the teacher who is being replaced.

(c) Before an employer temporarily promotes or transfers a teacher to replace a teacher exercising rights under this clause the employer shall inform that person of the temporary nature of the promotion or transfer and the rights of the teacher who is being replaced.

(d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement teacher.

### Part 2—Adoption Leave

#### (1) Definitions

In this subclause

“child”, in relation to a teacher, means a person under the age of 5 years who is placed with the teacher for the purposes of adoption and who has not previously lived continuously with the teacher for a period of 6 months or more or is not a child or step-child of the teacher or of the spouse of the teacher.

“primary care-giver” means a person who assumes the principal role of providing care and attention to a child.

“relative adoption” occurs where a child is adopted by a parent, a spouse of a parent or another relative, being a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

#### (2) Eligibility for adoption leave

(a) A teacher is, on production to the employer of the documentation required by subclause (3) below entitled to one or two periods of adoption leave, the total of which must not exceed 104 weeks in the following circumstances—

(i) An unbroken period of up to 3 weeks at a time of the placement of the child (referred to in this subclause as “short adoption leave”);

(ii) An unbroken period of up to 104 weeks from the time of the placement of the child in order to be the primary care-giver of the child (referred to in this clause as “extended adoption leave”). This entitlement is to be reduced by any period of short adoption leave taken and the aggregate of any periods of adoption leave taken or to be taken by the teacher's spouse

in relation to the same child. Save that for a replacement or relieving teacher, that period of leave shall not extend beyond the period for which they have been engaged as a replacement or relieving teacher;

(b) Extended adoption leave is not to be taken concurrently with adoption leave taken by the teacher's spouse in relation to the same child.

(c) The teacher must have had at least one year of continuous service within Catholic education in Western Australia immediately preceding the date on which the teacher commences either period of leave.

#### (3) Certification

(a) Before taking adoption leave, the teacher must produce to the employer a statement from an adoption agency or another appropriate body of the expected date of placement of the child with the teacher for adoption purposes; or a statement from the appropriate government authority confirming that the teacher is to have custody of the child pending application for an adoption order.

(b) In relation to any period of extended adoption leave to be taken, the teacher must also produce a statutory declaration—

- (i) stating that the teacher is seeking that period of adoption leave to become the primary care-giver of the child; and
- (ii) stating particulars of any period of adoption leave sought or taken by the teacher's spouse; and
- (iii) stating the teacher's agreement that for the period of the teacher's adoption leave the teacher will not engage in any action inconsistent with the teacher's contract of employment.

#### (4) Notice requirements

(a) On receiving notice of approval for adoption purposes, a teacher must notify the employer of the approval and within two (2) months after receiving notice of the approval, must further notify the employer of the period or periods of adoption leave which the teacher proposes to take. In the case of a relative adoption, the teacher must so notify the employer on deciding to take a child into custody pending an application for an adoption order.

(b) A teacher who commences employment with an employer after the date of approval for adoption purposes must notify the employer of that date on commencing employment and of the period of adoption leave which the teacher proposes to take.

(c) A teacher must, as soon as the teacher is aware of the expected date of placement of a child for adoption purposes but no later than fourteen (14) days before the expected date of placement, give notice in writing to the employer of that date, and of the date of commencement of any period of short adoption leave to be taken.

(d) A teacher must, at least seven (7) weeks before the proposed date of commencing any period of extended adoption leave to be taken, give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.

(e) A teacher shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with paragraphs (c) or (d) hereof if the failure is caused by—

- (i) the requirement of an adoption agency for the teacher to accept earlier or later placement of a child; or
- (ii) the death of the teacher's spouse.

#### (5) Variation of period of adoption leave

(a) Provided the addition does not extend adoption leave beyond 104 weeks, the period of extended adoption leave may be lengthened once only by the teacher giving not less than twenty-one (21) days notice in writing stating the period by which the leave is to be lengthened.

(b) The period may be further lengthened by agreement between the employer and the teacher.

(c) The period of extended adoption leave may, with the consent of the employer, be shortened by the teacher giving not less than seven (7) working weeks notice in writing stating the period by which the leave is to be shortened.

## (6) Cancellation of adoption leave

(a) Adoption leave, applied for but not commenced, is cancelled should the placement of the child not proceed.

(b) If the placement of a child for adoption purposes with a teacher then on adoption leave does not proceed or continue, it shall be the right of the teacher to resume work at a time nominated by the employer (which shall be no later than the beginning of the next succeeding term from the date of the notice in writing by the teacher to the employer that the teacher wishes to resume work).

(d) In this case, the teacher may undertake temporary employment with another employer without affecting his/her contract of service with the school from which he/she took leave.

## (7) Special Adoption leave

The employer must grant to any teacher who is seeking to adopt a child any leave not exceeding two (2) days (paid or otherwise), that is required by the teacher to attend any compulsory interviews or examinations that are necessary as part of the adoption procedure.

## (8) Adoption leave and other entitlements

(a) So long as the aggregate of any leave, including leave taken under this subclause does not exceed 104 weeks, a teacher may, instead of or in conjunction with adoption leave, take any annual leave or long service leave or any part of it to which the teacher is entitled.

(b) Paid leave other than long service leave is not available to a teacher during the teacher's absence on adoption leave.

## (9) Effect of adoption leave on employment

Notwithstanding any provision to the contrary, absence on adoption leave shall not break the continuity of service of a teacher but shall not be taken into account in calculating the period of service for any purpose of this Agreement provided that absence on adoption leave shall count for purposes of subclause (2)(c) above.

## (10) Termination of employment

(a) A teacher on adoption leave may terminate employment at any time during the period of leave by due notice given.

(b) An employer shall not terminate the employment of a teacher on the ground of the teacher's absence on adoption leave but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

## (11) Return to work after adoption leave

(a) Except as provided in paragraph (b) hereof, a teacher will return to work only from the beginning of a school term, preferably from the beginning of a school year and will indicate an intention of returning to work by giving in writing not less than seven (7) weeks' notice, that notice to be immediately prior to the proposed school term of commencement.

(b) An employer may by agreement with the teacher arrange for a teacher to return to work at some date other than the commencement of a school term.

(c) Provided the notice required pursuant to subclause (a) above has been given, a teacher shall be entitled to a position commensurate with the teacher's qualifications, experience and previous classification.

(d) A part-time teacher shall be entitled to return to a position which includes the same number of hours per week, but not necessarily the same times or class levels.

(e) If no confirmation of an intention to return is received, the employer shall take reasonable steps of inquiry prior to making other arrangements.

## (12) Replacement Teachers

(a) A teacher specifically engaged as a result of a teacher proceeding on adoption leave will normally be a replacement teacher provided however that such replacement teacher does not have to fill the position vacated by the teacher proceeding on adoption leave.

(b) Before an employer engages a replacement teacher under this subclause, the employer shall inform that person of the temporary nature of the employment and the rights of the teacher who is being replaced.

(c) Before an employer temporarily promotes or transfers a teacher to replace a teacher exercising rights under this clause

the employer shall inform that person of the temporary nature of the promotion or transfer and the rights of the teacher who is being replaced.

(d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement teacher.

**Part 3—Part-time Work**

## (1) Definitions

In this subclause

“Female teacher” means an employed female who is pregnant or is caring for a child whom she has borne or a child who has been placed with her for adoption purposes.

“Male teacher” means an employed male who is caring for a child of his spouse or a child placed with the teacher for adoption purposes.

“Part-time employment” means work of a lesser number of hours than constitutes full-time work under this Agreement, but does not include temporary or casual work.

“Former position” means the position held by a teacher immediately before commencing part-time employment under this subclause or, if such position no longer exists but there are other positions available for which the teacher is qualified and capable of performing, a position as nearly as possible comparable in status and pay to that of the position held by the teacher immediately before commencing part-time work.

## (2) Entitlement

With the agreement of the employer—

(a) a female teacher may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy necessary or desirable;

(b) a female teacher may work part-time in one or more periods at any time from the seventh week after the date of the birth of the child until its third birthday;

(c) a male teacher may work part-time in one or more periods at any time from the date of the birth of the child until its third birthday;

(e) in relation to adoption, a female or male teacher may work part-time in one or more periods at any time from the date of placement of the child until the third anniversary of that date.

## (3) Return to former position

(a) A teacher who has had at least one year of continuous service within Catholic education in Western Australia immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to their former position.

(b) Nothing in paragraph (a) hereof shall prevent the employer from permitting the teacher to return to their former position after a second or subsequent period of part-time employment.

## (4) Effect of part-time work on continuous service

Under this Agreement, commencement on part-time employment under this subclause and return from part-time employment to full-time employment under this subclause does not break the continuity of service of a teacher.

## (5) Pro-rata entitlements

Subject to the provisions of this subclause and the matters agreed to in subclause (6) hereof, part-time employment shall be in accordance with the provisions of the Award and/or this Agreement and shall apply pro-rata.

## (6) Part-time Work Agreement

(a) Before commencing a period of part-time employment under this subclause the employer and the teacher shall agree—

(i) that the teacher may work part-time;

(ii) upon the hours to be worked by the teacher, the days upon which they will be worked and the commencing times for the work;

(iii) upon the period of part-time employment.

(b) The terms of this agreement may be varied by consent.

(c) The terms of this agreement and any variation to it shall be in writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the teacher by the employer.

(d) The work to be performed part-time need not be the work performed by the teacher in the teacher's former position but shall be work commensurate with the teacher's qualifications, experience and previous classification.

(e) An employer may request, but not require, a teacher working part-time under this clause to work outside or in excess of the teacher's ordinary hours of duty provided for in accordance with paragraph (a) hereof.

#### (7) Termination of Employment

(a) The employment of a part-time teacher under this clause may be terminated in accordance with the provisions of the Award and/or this Agreement but may not be terminated by the employer because the teacher has exercised or proposes to exercise any rights under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.

(b) Any termination benefits payable to a teacher whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time teacher as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time teacher on a pro-rata basis.

#### (8) Replacement Teachers

(a) A teacher specifically engaged as a result of a teacher proceeding on part-time employment under this subclause will normally be a replacement teacher.

(b) Before an employer engages a replacement teacher under this subclause, the employer shall inform that person of the temporary nature of the employment and the rights of the teacher who is being replaced.

(c) Before an employer temporarily promotes or transfers a teacher to replace a teacher exercising rights under this clause the employer shall inform that person of the temporary nature of the promotion or transfer and the rights of the teacher who is being replaced.

(d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement teacher.

### 21.—REDUNDANCY PROVISIONS

(1) Should a position in a Catholic school become redundant then the provisions of—

- (a) the Workplace Relations Act (1996); and/or
- (b) the Catholic Education Commission of Western Australia policy on redundancy; and/or
- (c) this Agreement,

whichever is the greater, shall apply.

(2) In calculating the years of service of a teacher, all continuous service within Catholic schools in Western Australia will be considered and not only the service completed at the current school.

(3) Where a school proposes to make one or more teaching positions redundant the employer shall make redundancy payments to the teachers made redundant—

<u>Period of Service</u>	<u>Weeks of severance pay.</u>
Less than 1 year	Nil
One year and less than two years	4 weeks
Two years and less than three years	6 weeks
Three years and less than four years	7 weeks
Four years and above	2 weeks per year of service to a maximum of 16 weeks.

(4) When the employer identifies a potential redundancy and before a teacher is named as the person whose position has been declared redundant, the employer shall offer all teachers at that school the opportunity to take leave without pay for a period of one school year or such a period to resolve the

potential redundancy. Where a suitable application is received that resolves the potential redundancy, then the teacher shall be granted leave without pay for the period.

(5) Continuity of service for all purposes of the Award and/or this Agreement shall apply where a teacher has been made redundant and is re-employed by a Catholic school within six months.

(6) If during the life of this Agreement the Australian Industrial Relations Commission moves to a new redundancy standard in excess of the provisions of this clause, then the new standard will apply and as such the parties agree to amend this Agreement accordingly.

(7) Notwithstanding the other provisions of this clause, nothing shall prevent the parties from negotiating a redundancy settlement in excess of the provisions as determined in subclause (3) of this clause.

### 22.—PLAYGROUND DUTY

Where a teacher is required to perform playground supervision, such supervision shall be so rostered as to allow a fair and reasonable midday meal break.

### 23.—FLEXIBILITY IN THE SCHOOL DAY/YEAR

(1) Flexible working hours for teachers may be implemented at schools where an improved curriculum can be offered, or more effective and efficient use of resources occurs.

The following criteria shall be applied prior to the implementation of flexible hours—

- (a) a consultative process to occur at school level involving all stakeholders, including the ISSOA, school decision making groups, parents, students and staff;
  - (b) issues such as duty of care, health, safety and welfare, equity and other legislative requirements allowed for;
  - (c) workloads and career aspirations have been considered;
  - (d) individual circumstances have been fairly and reasonably considered;
  - (e) the distribution of hours to be equitable.
- (2) Specifically excluded from these flexibility arrangements are increased working hours for teachers.

### 24.—MANNER OF LIFE

(1) Where an allegation has been made against a teacher with regard to the teacher's manner of life and/or stated beliefs which may be in breach of Clause 11.—Conditions of Employment, subclause (2)(a) of this Agreement, the following procedures shall apply—

#### (2) The Allegation

(a) Any allegation for breach of this clause shall be directed to the Principal of the school in which the teacher is employed and shall be in writing stating—

- (i) the nature of the allegation;
- (ii) the proof supporting the allegation; and
- (iii) the source of the allegation.

(b) The person/s making the allegation must have direct knowledge of the alleged breach and shall be required to support the allegation in conformity with the provisions as outlined in paragraph (a) of this subclause.

(c) The Principal and/or the person/s making the allegation should observe confidentiality at all times and the Principal shall advise such person/s of the seriousness of their allegation and counsel such person/s of the consequences of malicious, false or exaggerated allegations.

(d) The employer shall record the details of the allegation and where necessary clarify any matter pertaining to the allegation.

#### (3) Advising the Teacher

(a) (i) Should the employer determine that the allegation cannot be sustained, the matter shall be discontinued and the person/s making the allegation advised accordingly.

(ii) Should the circumstances warrant, the employer may advise the teacher of the allegation and the outcome as prescribed in paragraph (a)(i) of this subclause.

(b) If the employer determines that the allegation needs to be acted upon, he/she shall advise the teacher in writing stating—

- (i) the nature of the allegation;
- (ii) the proof supporting the allegation;
- (iii) the source of the allegation;
- (iv) the potential consequences if the allegation is proven;
- (v) that the teacher is not required to answer the allegation immediately but may elect to seek the appropriate advice and representation; and
- (vi) a reasonable time frame for a response.

(4) Where an allegation for breach of this clause has been confirmed by the teacher, the teacher shall be offered the opportunity to rectify the matter where possible, in a manner agreed between the teacher and the employer. Such agreement shall be in writing.

(5) Should the matter not be resolved in accordance with subclauses (3) or (4) of this clause, the provisions of Clause 30.—Dispute Avoidance and Grievance Procedures of this Agreement shall apply.

#### 25.—PROFESSIONAL DEVELOPMENT

Professional development has as its priority the upgrading of professional knowledge and skills. Both the school and the teacher should share the responsibility of teachers' professional development.

In addition to courses provided in school hours, the parties accept that courses outside of school hours should be made available to teachers. Access to such courses should be at the discretion of the teacher.

#### 26.—PROFESSIONAL RESPONSIBILITIES

(1) The parties recognise that there is a wide range of duties and responsibilities involved in the profession of teaching.

(2) The parties recognise that the following principles apply in addressing the fair and reasonable participation of teachers—

- (a) Much of the life and culture of the school is derived from school activities involving teachers and students conducted outside regular classroom contact;
- (b) The efforts of teachers who contribute significantly to the life and values of the school should be recognised;
- (c) Duty of care responsibilities must be considered in the planning of all activities conducted by the school;
- (d) There will be collaborative planning between school and staff in the allocation of teachers to all activities conducted by the school;
- (e) The competence, skills and qualifications of teachers, including part-time teachers, will be considered in the planning and allocating of activities conducted by the school, having regard for the teacher's professional development and family responsibilities;
- (f) Some schools may have expanded educational programs which may require flexible employment arrangements.

#### 27.—SUMMATIVE APPRAISAL

During the life of this Agreement, all forms of teacher appraisal (including Summative and Senior Teacher appraisal) will be re-negotiated.

#### 28.—PART TIME TEACHERS

(1) Contract of employment

(a) In engaging a part time teacher schools will recognise that part time teachers are entitled to supplement their income through other employment.

(b) The number of hours of scheduled class time and professional responsibilities and duties of a part time teacher shall be set out in writing by the employer at the time of engagement and at any other time when a variation occurs.

(2) A part time teacher's weekly rate of pay shall be assessed according to the following formula—

$$\frac{\text{Hours worked}}{\text{Full time teachers' hours}} \times \frac{\text{the appropriate}}{\text{full time salary}}$$

*Note: Hours = the number of hours of scheduled class time for the teacher*

(3) A part time teacher in a Primary School shall be given a proportional amount of release time for planning and preparation as given to a full time teacher in that school.

(4) A part time teacher shall be expected to undertake a proportional number of additional duties normally expected of a full time teacher in that school, provided that those duties fall at times adjoining that teacher's normal scheduled classroom teaching hours or on a usual day of employment, e.g. yard supervision, staff meetings, etc.

(5) Additional hours

(a) Where an employer requires and the part time teacher agrees to work additional hours, the teacher shall be paid for each additional hour or part thereof at that teacher's normal part-time hourly rate of pay.

(b) Such additional hours worked under this arrangement shall not result in proportionate adjustments under any other clause in the Award or this Agreement.

(6) Variation of hours

(a) The school may vary the teaching load of a part time teacher from the beginning of each school year with 6 weeks notice or at any time by agreement with the teacher.

(b) In the absence of the required notice as per subclause (a) and provided that the change involves a decrease in salary, the teacher's salary will be maintained at its former level for the period of the notice not given.

#### 29.—SPECIAL LEAVE

(a) A teacher shall, on sufficient cause being shown, be granted special leave with pay.

(b) "Sufficient cause" is defined as a matter or situation for which—

- (i) no other paid leave is available
- (ii) no other arrangements can reasonably be made
- (iii) the absence from duty is required due to pressing necessity.

(c) The period determined at the discretion of the employer having regard to all of the circumstances but would not normally exceed 3 days for any one instance.

#### 30.—DISPUTE AVOIDANCE AND GRIEVANCE PROCEDURE

(1) The objective of these procedures is the avoidance and resolution of industrial disputation by measures based on consultation, co-operation and negotiation and the parties to a dispute shall make reasonable attempts to resolve the matter by mutual discussion and determination.

(2) Without prejudice to either party, the parties to this Agreement shall ensure the continuation of work in accordance with the Award, this Agreement and the custom and practice in Catholic Schools in Western Australia.

(3) (a) In the event of any matter arising which is of concern, the teacher shall discuss this matter with the Principal or his/her nominee.

(b) If the matter is not resolved at this level, the teacher and/or the Principal may refer the matter to the Independent Schools Salaried Officers' Association and/or the Catholic Education Office (Employee and Community Relations Team).

(In an attempt to resolve the matter it may be necessary to have formal discussion between the ISSOA and the Director of Catholic Education in Western Australia.)

(c) If the matter cannot be resolved at this level it may be referred to the Western Australian Industrial Relations Commission.

(4) Nothing contained in this procedure shall prevent the Secretary of the ISSOA or his/her nominee or the Director of Catholic Education in Western Australia or his/her nominee from entering into negotiations at any level either at the request of any of the parties to the dispute or on their own initiative in respect of matters in dispute should such action be considered conducive to achieving resolution of the dispute.

31.—SIGNATURES

.....  
 (Signature)  
 (Name of signatory in block letters)  
 The Trustees of The Christian Brothers in WA Inc

.....  
 (Signature)  
 (Name of signatory in block letters)  
 Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers

**WESTERN AUSTRALIAN CATHOLIC SCHOOLS  
 (ENTERPRISE BARGAINING) AGREEMENT  
 NO. 9 OF 2000.**

**No. AG 177 of 2000.**

**2000 WAIRC 00503**

WESTERN AUSTRALIAN  
 INDUSTRIAL RELATIONS COMMISSION.

**PARTIES** THE INDEPENDENT SCHOOLS SALARIED OFFICERS' ASSOCIATION OF WESTERN AUSTRALIA, INDUSTRIAL UNION OF WORKERS & OTHER V (NOT APPLICABLE)

**CORAM** COMMISSIONER S J KENNER

**DELIVERED** MONDAY, 28 AUGUST 2000

**FILE NO/S** AG 177/2000

**Representation**

**Applicant** Mr N Briggs  
**Respondent**

*Order.*

HAVING heard Mr N Briggs on behalf of the applicant and there being no appearance on behalf of the respondent and by consent the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

- (1) THAT the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 9 of 2000 as filed in the Commission on 10 July 2000 in the terms of the following schedule be and is hereby registered as an industrial agreement.
- (2) THAT the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 9 of 1998 No AG 138 of 1998 be and is hereby cancelled.

(Sgd.) S. J. KENNER,  
 Commissioner.

[L.S.]

Schedule.

1.—TITLE

This Agreement shall be known as the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 9 of 2000 and shall replace the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 9 of 1998.

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Parties to the Agreement
4. Scope of Agreement
5. Relationship to Parent Award
6. Term of Agreement
7. Expiration of Agreement

8. No Extra Claims
  9. No Duress
  10. Objects of the Agreement
  11. Conditions of Employment
  12. Contract of Service
  13. Salaries
  14. Deferred Salary Scheme
  15. Promotional Positions
  16. Location Allowances
  17. Sick Leave
  18. Family Leave
  19. Long Service Leave
  20. Parental Leave
  21. Redundancy Provisions
  22. Playground Duty
  23. Flexibility in the School Day/Year
  24. Manner of Life
  25. Professional Development
  26. Professional Responsibilities
  27. Summative Appraisal
  28. Part Time Teachers
  29. Special Leave
  30. Dispute Avoidance and Grievance Procedure
  31. Signatures
- Appendix: Remote Area Package

3.—PARTIES TO THE AGREEMENT

This Agreement is made between the Roman Catholic Bishop of Broome and the Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers (the ISSOA), a registered organisation of employees.

4.—SCOPE OF AGREEMENT

(1) This Agreement shall apply to all teachers who are covered by the provisions of the Independent Schools' Teachers' Award (1976), as amended.

(2) The number of teachers covered by this agreement is 130.

5.—RELATIONSHIP TO PARENT AWARD

Except as provided by this Agreement, the conditions of employment of teachers employed in Catholic Schools in Western Australia will be in accordance with the Independent Schools' Teachers' Award (1976), as amended.

6.—TERM OF AGREEMENT

(1) This Agreement shall come into effect on and from 1 July 2000 and shall expire on 30 June 2003.

(2) During the term of this Agreement, the provisions of this Agreement may be varied by mutual agreement between the parties.

7.—EXPIRATION OF AGREEMENT

(1) On the expiration of this Agreement and in the absence of the registration of a subsequent Enterprise Agreement, the provisions of this Agreement shall prevail for the purposes of the conditions of employment that will apply to teachers covered by this Agreement.

(2) Negotiations for a new Enterprise Agreement will commence 6 months prior to the expiry of this Enterprise Agreement.

8.—NO EXTRA CLAIMS

It is a condition of this Agreement, that the parties will not make any further claims with respect to salaries and conditions during the period of this Agreement unless they are consistent with the State Wage Fixing Principles.

9.—NO DURESS

This Agreement was not entered into by either of the parties under duress from the other party or any other person or persons.

10.—OBJECTS OF THE AGREEMENT

In reaching this agreement the parties have recognised—  
 Catholicity—

- The need to maintain a just working environment in which education can be provided in harmony with the aims, objectives and philosophy of Catholic education.

#### Professionalism—

- A mutual responsibility to protect, develop and enhance Catholic education within the State of Western Australia.
- The need to safeguard and enhance the quality of teaching and learning in Catholic schools in Western Australia and the public perception of it.

#### Flexibility—

- The variety of educational and managerial arrangements that exist requiring flexibility in the application of regulations that govern employment practices.
- The need to consolidate, and develop further, initiatives arising out of the award restructuring process.
- Productivity and efficiency have a growing influence in educational policies and practices.

Schools are expected to do more with the same level of resources, necessitating productivity and efficiency improvements which may be qualitative rather than quantitative.

### 11.—CONDITIONS OF EMPLOYMENT

The parties acknowledge that the following *Conditions of Employment of Teachers in Catholic Schools in WA (2000)* is an official statement of the Catholic Education Commission of Western Australia and as such applies to all teachers employed in a Catholic school in Western Australia.

Conditions of Employment of Teachers in Catholic Schools in WA (2000)

#### 1. The Employing Authority

1.1 In Diocesan accountable schools, the teacher is employed by the Bishop of the Diocese who delegates this power to the school board.

1.2 In Order accountable schools the teacher is employed by the Congregational Leader who may delegate this authority to a school board or principal.

#### 2. The Fundamental Responsibilities of the Teacher

A teacher is required, under the direction of the Principal, to contribute actively towards;

2.1 the maintenance of the Catholicity of the school through a manner of life and stated beliefs which are in keeping with the teachings of the Catholic Church;

2.2 the promotion of the religious instruction and formation of pupils in accordance with the directives and requirements of the Catholic Education Commission and the Bishop of the Diocese;

2.3 the undertaking of appropriate accreditation programs, as required.

#### 3. Duties

The teacher is required to—

- 3.1 perform such duties, teaching and non—teaching, as are customarily rostered and shared by all staff;
- 3.2 help ensure the provision of a Catholic perspective in the activities of the school;
- 3.3 model the leadership that is appropriate for all members of the school community;
- 3.4 keep abreast of current developments in educational theory and practice;
- 3.5 demonstrate a pastoral concern for each member of the school community.

#### 4. Other Matters

4.1 A full time teacher shall be permitted to engage in other employment provided that—

- (i) such employment does not affect the teacher's employment and professional responsibilities to the school. and
- (ii) the principal is notified

4.2 Any fraudulent misrepresentation in the teacher's curriculum vitae, or other documentation presented to the employer, which impacts on the employment contract of the teacher may result in the termination of the employment contract.

4.3 The teacher has the responsibility to advise the employer of any previous or current criminal convictions or

proceedings that may conflict with the stated philosophy of a Catholic school and the objects of this agreement. The teacher acknowledges that the employer has the right to enquire about such convictions or proceedings, provided that the employer notifies the teacher of any inquiry prior to it being conducted.

### 12.—CONTRACT OF SERVICE

(1) When a teacher accepts an appointment within the Catholic system in Western Australia for the first time, the appointment is probationary and as such the teacher is subject to professional appraisal in the second year of employment so as to confirm ongoing employment.

(2) (a) Except in the case of a relief or temporary teacher, the termination of the service of a teacher shall require a minimum of six weeks' notice by either party to take effect from the close of school business at the end of the school term.

(b) Provided that the requirements of this subclause may be waived in part or in whole by mutual agreement between the teacher and the employer. Any request to waiver such notice shall not be unreasonably withheld by the employer, where it is deemed that the teacher has not been able to give the required notice through no fault of their own.

(c) Subject to the provisions of this subclause, failure to give the required notice shall make either party liable for the payment to the other party of an amount equivalent to the period of notice not given.

(d) When a teacher resigns, the employer reserves the right to withhold or recover an amount equivalent to any period of overpayment of salary. However, approval must be obtained from the Director of Catholic education before such action is proceeded with.

### 13.—SALARIES

(1) The minimum annual rate of salary payable to teachers engaged in the classifications prescribed in Clause 11.—Salaries of the Award shall be—

Step	Salary (\$)
Step 1	24,156
Step 2	25,570
Step 3	30,924
Step 4	32,672
Step 5	33,964
Step 6	36,002
Step 7	37,395
Step 8	39,081
Step 9	41,827
Step 10	43,113
Step 11	44,898
Step 12	46,428
Step 13	48,264

(2) Notwithstanding subclause (1) of this clause, if, during the life of this Agreement, the Education Department of Western Australia salaries receive a further general increase, then the rates in (1) shall increase by that general increase from the same operative date as the EDWA increase.

(3) Subject to the provisions for implementing the classification set out in the Appendix to the Award, an appointee to a Senior Teacher classification shall be entitled to the following annual allowance—

- (a) Level One—3.2 % of the maximum total salary per annum as prescribed in subclause (1) of this clause.
- (b) Level Two—6.9% of the maximum total salary per annum as prescribed in subclause (1) of this clause.

(4) Notwithstanding the provisions of subclause (5) of Clause 11.—Salaries of the Award, relief teachers employed for five (5) days or less may be engaged by the day or half day. A half day is determined as the hours usually worked in a school prior to or immediately following the lunch break.

#### (5) Accreditation B Certificate

(a) The holding of the study component of a current Accreditation B Certificate would allow a 3 year trained teacher with the 2 years of full time equivalent experience at Step 9 to move to Step 10 from 1 July 2000 and to step 11 from 1 January 2002.

(b) Thereafter, progression from Step 9 to Step 10 and then to Step 11, shall be by biennial steps for 3 year trained teachers.

## (6) Upgrading from a 3 year to a 4 year qualification

When a teacher upgrades their teaching qualification from 3 years to 4 years, then in calculating the new position on the incremental scale in sub-clause(1), all previous relevant full time equivalent experience shall count.

## (7) Salary Packaging

Salary packaging in compliance with the Catholic Education Commission of Western Australia's statement shall be available to teachers from 1 July 2000.

## 14.—DEFERRED SALARY SCHEME

Teachers may apply to have their salary payments deferred in accordance with the provisions of this clause.

## (1) Eligibility

(a) Teachers who have been employed within the Catholic system for a minimum of two (2) years, including full time and part time teachers, are eligible to apply.

(b) Approval of applications will be determined by the employer based on the needs and requirements of the school.

## (2) Period of Leave

(a) The period of leave will be for twelve (12) months, from 1 January to 31 December.

(b) Participants will not be able to return to a position at the same school during the 12 month leave period.

(c) Should alternative employment be sought during the year of leave, the teacher is to advise the employer.

(d) Should employment as a teacher be pursued within a Catholic school, only relief work may be undertaken by the teacher.

(e) The year of leave, the fifth year, will be taken in accordance with the conditions as prescribed within Clause 8—Leave, (3) Leave Without Pay of the Independent Schools' Teachers' Award.

## (3) Payment of Salary

(a) During the four year accrual period participants in the scheme receive 80% of their normal fortnightly salary and will thus be taxed at this reduced rate of pay. Normal salary is defined as a teacher's normal fortnightly salary plus any associated teaching allowances.

In the fifth year, when leave is taken, the participants will receive the money contributed over the four year period. This amount can be paid fortnightly; in one lump sum payment; or two payments, one in each of the financial years.

(b) The participant will be taxed only on the amount actually received, in this case approximately 80% of the normal salary (including allowances). This is a significant taxation incentive for participants. It is recommended that, prior to entering into this scheme, prospective participants discuss taxation implications and other related issues with their accountant or financial adviser.

(c) It should be noted that interest is not paid on amounts accumulated during the accrual period. A taxation ruling prohibits such payment on the basis that people taking advantage of a taxation incentive cannot derive interest on those funds. Interest accrued will be utilised to offset the administrative costs of the fund.

## (4) Suspension of Contributions

(a) Participation in the scheme will be suspended during any period of unpaid leave. Any period of unpaid leave will reduce payments into the fund and therefore proportionately reduce the accrued payment in the year of leave.

(b) A participant may elect to suspend contributions for a period of less than twelve months once during the accrual period. This will also reduce the accrued payment in the year of leave.

(c) The employer retains the discretionary authority to approve suspension for a period of twelve (12) months at the request of the participant. Such a suspension will extend the taking of the year of leave by one (1) year.

## (5) Withdrawal

(a) The participant may withdraw from the scheme at any time by notifying the employer in writing. It should be noted that only the exact money paid into the scheme will be paid in a lump sum on withdrawal and no interest will be paid on this amount.

(b) The participant who withdraws from the scheme will be taxed on the lump sum payment and any other salary received during that financial year. Significant taxation implications may, therefore, apply.

## (6) Long Service Leave, Sick Leave and Increment Entitlements

(a) A participant in the scheme will accrue the above entitlements at 100% of the normal accrual rate over the first four years only. The fifth year, the year of leave, is a non-accrual period.

(b) If a participant becomes eligible for long service leave during the fourth year of the deferred salary scheme, the long service leave entitlement will further be deferred and taken in the fifth year of the scheme or taken in the final term/semester of the fourth year of the scheme, or the first term/semester of the sixth year.

## (7) Workers' Compensation

(a) Participants in the scheme are covered by workers' compensation during the first four years of the scheme at 100% of their normal salary. A participant in receipt of workers' compensation during the first four years may elect to continue in the deferred salary scheme or suspend their contributions until their return to full duties.

(b) Any period of suspension due to workers' compensation shall be undertaken in accordance with subclause (4) of this clause.

(c) During the fifth year, the year of leave, the participant is not covered by workers' compensation.

## (8) Superannuation

Contributions are based on 100% of the participant's normal salary over the first four years only.

## (9) Fund Management

The scheme will be managed by the Catholic Education Office. During the four year accrual period, schools will remit 20% of salary foregone to the Office on a two or four weekly basis. Participants will receive a statement from the Office at the end of each year showing the amount accumulated in the scheme. At the beginning of the fifth year, when leave is taken, the accumulated amount will be forwarded to the participant's school for payment through the school's payroll. All contributions to the scheme are guaranteed by the Catholic Education Office of WA.

## (10) Portability

(a) Teachers are able to maintain their participation in the scheme should they transfer their employment between Catholic schools or to the Catholic Education Office.

(b) The teacher is obliged to notify the principal prior to appointment of their participation in the Deferred Salary Scheme and the date that leave is due to be taken.

(c) Participation in the Deferred Salary Scheme shall not impede an application for employment in a Catholic school.

## (11) Implementation Date

(a) Applications are to be forwarded to the Principal by the close of business 31 August of the year prior to the year of commencement.

(b) Schools will endeavour to notify the teacher of the result of their applications by 31 October of the same year.

## 15.—PROMOTIONAL POSITIONS

(1) The minimum promotional allowance payable to teachers engaged in the classifications prescribed in Clause 11.—Salaries, subclause (7) of the Award shall be—

(a) Promotion Level 1 Category A: 14.8% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.

(b) Promotion Level 1 Category B: 12.5% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.

(c) Promotion Level 1 Category C: 10.0% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.

(d) Promotion Levels 2, 3 and 4 shall be paid 70%, 50% and 30% respectively of Promotion Level 1 of the appropriate school category.

(2) In lieu of subclause (1) of this clause, a school may—

- (a) after consultation with the staff and
- (b) with the agreement of the parties to this Agreement

opt to introduce a school based system of promotional positions to replace the arrangements in subclause (1).

(3) The structure and minimum promotional allowance payable to teachers engaged in the classifications prescribed in Clause 11.—Salaries, subclause (8), of the Award shall be as follows—

- (a) In schools with 100—300 students—
  - (i) one Assistant Principal at 15.5% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement; or
  - (ii) two Assistant Principals each at 7.75% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.
- (b) In schools greater than 300 students—
  - (i) two Assistant Principals each at 15.5% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement; or
  - (ii) three Assistant Principals each at 10.3% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.

#### 16.—LOCATION ALLOWANCES

Teachers shall be paid the allowance provided for below in lieu of the allowance prescribed in subclause (1) of Clause 17.—Location Allowances of the Award.

Town	Full Rate Allowance \$/week	Half Rate Allowance \$/week
Balgo Hills	160.24	80.12
Boulder	14.42	7.21
Beagle Bay	145.36	72.68
Billiluna	160.24	80.12
Broome	104.97	52.48
Carnarvon	45.15	22.58
Derby	109.62	54.81
Esperance	27.11	13.56
Gibb River	160.24	80.12
Kalgoorlie	14.42	7.21
Karratha	108.38	54.19
Kununurra	137.68	68.89
Lake Gregory/Mulan	160.24	80.12
Lombadina	145.36	72.68
Mullewa	5.52	2.76
Port Hedland	101.07	50.54
Red Hill/Halls Creek	129.18	64.59
Ringer Soak	160.24	80.12
Southern Cross	26.48	13.24
Tardun	47.93	23.97
Turkey Creek	145.36	72.68
Wyndham	136.66	68.33

#### 17.—SICK LEAVE

A medical certificate from a legally qualified medical practitioner shall be regarded as proof of sickness.

#### 18.—FAMILY LEAVE

(1) Use of sick leave

(a) A teacher with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill. Such leave shall not exceed five (5) days in any calendar year and is not cumulative.

(b) The teacher shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

(c) The entitlement to use sick leave is subject to—

- (i) the teacher being responsible for the care of the person concerned; and
- (ii) the person concerned being either a member of the teacher's immediate family or a member of the teacher's household.

(d) The teacher shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the teacher, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the teacher to give prior notice of absence, the teacher shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(2) Use of unpaid leave

A teacher may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill.

(3) Nothing contained in this clause shall prevent a teacher from making application for leave as prescribed in Clause 8.—Leave, subclause (1) Special Leave of the Award.

#### 19.—LONG SERVICE LEAVE

(1) As from 1 January 1995, a teacher's entitlement to paid long service leave for each year of service within the Catholic Education system, will accrue at the following rates—

- (a) up to ten years of continuous service, 1.3 weeks for each year of service;
- (b) for each subsequent year, 1.86 weeks for each year of service.

(2) Subject to subclause (5) of this clause, a teacher who has accrued a minimum entitlement of ten weeks' long service leave shall be entitled to take such leave.

(3) For any service prior to the 1st January 1995, the provisions of long service leave shall be that which is prescribed under the terms of the Award.

(4) The process required for the taking of leave shall be as follows—

- (a) the employer shall advise the teacher of his/her impending entitlement to take long service leave prior to the completion of term three in the year preceding the entitlement becoming due;
- (b) the teacher shall advise the employer no later than the commencement of term four of the preceding year of their intention or otherwise to take leave;
- (c) where an agreement has been reached for the taking of long service leave and circumstances arise that necessitates an adjustment of such leave, then any request for the adjustment shall not be unreasonably withheld.

(5) Where the continuous service of a teacher during the period of accrual contains any period which is less than full time then that teacher's entitlement shall be calculated as follows—

- (a) the number of weeks accrued shall be in accordance with subclause (1) above; and
- (b) payment for the period accrued shall be the average that the teacher's hours bears to that of a full time teacher over the accrual period.

(6) The teacher continues to accrue long service leave entitlement for any period during which the teacher is absent on full pay from his/her duties; long service leave does not accrue for any period exceeding two weeks during which the teacher is absent on unpaid leave.

(7) (a) For the purposes of calculating long service leave entitlement the employer shall allow a break of service up to two terms without penalty to the teacher. Such a break in service shall be deemed to be 'leave without pay' for the purposes of calculating that teacher's entitlement.

(b) The provisions of this subclause shall not prevail if a teacher has been paid a pro-rata payment for accrued long service leave at the time of the break of service.

(8) Vacation leave observed by the school shall count for the purposes of calculating a teacher's entitlement to long service leave.

(9) Any public holiday which occurs during the period a teacher is on long service leave shall be treated as part of the long service leave and extra days in lieu thereof shall not be granted.

(10) Where a teacher has become entitled to a period of long service leave in accordance with the clause, the teacher

shall commence such leave as soon as possible after the accrual date by one of the following options, at a time mutually agreed between the employer and the teacher—

- (a) as a term with the excess entitlement being retained as unused accrued long service leave; or
- (b) as a semester, with approved leave without pay for that portion which exceeds the fully accrued long service leave entitlement; or
- (c) with the agreement of the employer, as a term with the excess entitlement being paid for in addition to the ordinary payment for such leave.
- (d) with the agreement of the employer and in special circumstances, a lesser period may be taken than that prescribed in this subclause

(Notation: For the purposes of this subclause a semester is defined as school terms 1 and 2 or 3 and 4.)

(11) Payment for long service leave shall be made in full before the teacher goes on leave, or by agreement between the teacher and the employer at the same time as the teacher's salary would have been paid if the teacher had remained at work.

(12) Where a teacher has completed at least 7 continuous years of service and employment is terminated—

- (a) by the teacher's death; or
- (b) in any circumstances, other than serious misconduct; the amount of leave shall be such as has accrued under the provisions of subclause (1) of this clause.

(13) In the case to which subclause (12) of this clause applies, and in any case in which the employment of the teacher who has become entitled to leave hereunder is terminated before such leave is taken or fully taken, the employer shall—

- (a) upon termination of employment otherwise than by death, pay to the teacher; or
- (b) upon termination of employment by death, pay to the personal representative of the teacher upon request by the personal representative,

a sum equivalent to the amount which would have been payable in respect of the period of leave to which he/she is entitled or deemed to have been entitled and which would have been taken but for such termination.

Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.

(14) Accrued long service leave entitlements are portable between all Catholic schools in Western Australia and those schools subject to the Catholic Schools Long Service Leave Interstate Portability Agreement.

## 20.—PARENTAL LEAVE

Subject to the terms of this clause, a teacher is entitled to maternity, paternity and adoption leave and to work part time in connection with the birth or adoption of a child.

### Part 1—Parental Leave

#### (1) Eligibility for Maternity and Paternity Leave

(a) If a teacher or the teacher's spouse becomes pregnant, the teacher shall, subject to the conditions hereunder, be entitled to parental leave in accordance with the provisions of this clause.

Conditions of eligibility—

- (i) The teacher is a full-time teacher or is a part-time teacher whose teaching allotment is not less than three hours per week, but not a relief teacher.
- (ii) The teacher has had not less than 12 months continuous service in Catholic education in Western Australia immediately preceding the date upon which the teacher proceeds on such leave.
- (iii) The teacher shall produce to the employer a certificate from a legally qualified medical practitioner stating the presumed date of confinement.
- (iv) The teacher shall produce a statutory declaration stating particulars of any period of parental leave sought or taken by the teacher's spouse and that for the period of parental leave the teacher will not engage in any action inconsistent with the teacher's contract of employment.

(b) Such leave shall be without pay.

(c) The teacher's entitlement shall be reduced by any period of parental leave taken by the teacher's spouse in relation to the same child and, apart from parental leave of up to one week at the time of confinement, shall not be taken concurrently.

#### (2) Single Period of Parental Leave and Commencement

(a) Subject to subclauses (3) and (6) hereof—

- (i) the period of maternity leave shall be for an unbroken period of from six (6) to one hundred and four (104) weeks and shall include a period of six (6) weeks compulsory leave to be taken immediately following confinement;
- (ii) the period of paternity leave shall be for an unbroken period of from one (1) to one hundred and four (104) weeks and shall include a period of one (1) week compulsory leave to be taken immediately following confinement.
- (iii) however, the period of leave for a replacement teacher shall not extend beyond the period for which they have been engaged as a replacement teacher.

(b) A teacher shall not less than ten (10) weeks prior to the presumed date of confinement produce to the employer the certificate referred to in subclause (1)(a)(iii) and give notice in writing to the employer setting out the presumed date of confinement and the date upon which the teacher proposes to commence parental leave stating the period of leave to be taken.

(c) An employer by not less than fourteen (14) days' notice in writing to the teacher, may require the teacher to commence maternity leave at anytime within the six (6) weeks immediately prior to her presumed date of confinement, except where the teacher can produce a medical certificate from the legally qualified medical practitioner in subclause (1)(a)(iii) stating that they are fit to continue normal duties during the six (6) weeks prior to the presumed date of confinement.

(d) A teacher shall not be in breach of this provision as a consequence of failure to give the stipulated period of notice in accordance with paragraph (c) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.

(3) Further period of Parental Leave resulting from a subsequent pregnancy

(a) For the purposes of this clause a further period of parental leave shall mean a period of parental leave resulting from a subsequent pregnancy taken without a return to work from an initial period of parental leave and shall be deemed to be a new and separate period of parental leave.

(b) When a teacher who is already on parental leave under this clause applies for a further period of leave because of a subsequent pregnancy, the period of parental leave shall be for an agreed period and shall commence from the date of confinement and shall cease at either the start of the next school year or the start of the year following as determined by the teacher.

(c) Application for a subsequent period of parental leave shall comply with the provisions contained in subclauses (1) and (2) above, save that this will not require a teacher currently on paternity leave to return to work during the period of compulsory maternity leave of the mother following the birth of another child.

#### (4) Transfer to a Safe Job prior to Maternity Leave

(a) When in the opinion of a legally qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the teacher make it inadvisable for the teacher to continue at her present work the teacher shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

(b) If the transfer to a safe job is not practicable, the teacher may, or the employer may require the teacher to take leave for such period as is certified necessary by a legally qualified medical practitioner and such leave shall be treated as maternity leave for the purposes of subclauses (9), (10), (11) and (13) hereof.

**(5) Variation of Maternity Leave**

(a) Provided the addition does not extend each period of parental leave beyond one hundred and four (104) weeks, the period may be lengthened only once (save with the agreement of the employer) by the teacher giving not less than seven (7) weeks notice in writing stating the period by which the leave is to be lengthened.

(b) The period of leave may, with the consent of the employer, be shortened by the teacher giving not less than seven (7) working weeks notice in writing stating the period by which the leave is to be shortened.

(c) The provisions of paragraphs (a) and (b) hereof do not apply to those teachers taking further periods of leave, unless the employer consents.

**(6) Cancellation of Parental Leave**

(a) Parental leave applied for but not commenced shall be cancelled where the pregnancy of a teacher or the teacher's spouse terminates other than by the birth of a living child.

(b) Where the pregnancy of a teacher then on maternity leave terminates other than by the birth of a living child, it shall be the right of the teacher to resume work at a time nominated by the employer (which shall be no later than the beginning of the next succeeding term from the date of the notice in writing by the teacher to the employer that she wishes to resume work).

(c) In this case the teacher may undertake temporary employment with another employer without affecting his/her contract of service with the school from which he/she took leave.

**(7) Special Maternity Leave and Sick Leave**

(a) Where the pregnancy of a teacher not then on maternity leave terminates after twenty-eight (28) weeks other than by the birth of a living child, then—

- (i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a legally qualified medical practitioner certifies as necessary before her return to work; or
- (ii) for illness other than the normal consequences of confinement she shall be entitled either in lieu of or in addition to special maternity leave to such paid sick leave to which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work.

(b) Where a teacher not then on maternity leave suffers illness related to her pregnancy, she may take such sick leave to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a legally qualified medical practitioner certifies as necessary before her return to work provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed one hundred and four (104) weeks for the first period of maternity leave.

(c) For the purposes of subclauses (8), (9) and (10) hereof maternity leave shall include special maternity leave.

(d) A teacher returning to work after a period of leave taken pursuant to this subclause shall, subject to paragraph (e), be entitled to a position commensurate with her qualifications, experience and previous classification.

(e) A part-time teacher shall be entitled to return to a position which includes the same number of hours per week but not necessarily the same times or class levels.

**(8) Parental Leave and Other Entitlements**

Provided the aggregate of leave, including leave taken pursuant to subclauses (4) and (7) hereof, does not exceed one hundred and four (104) weeks for each period of parental leave or does not negate the obligation to return to work at the beginning of the school year for further periods of parental leave as defined in subclause (3)(a);

(a) a teacher may in lieu of or in conjunction with parental leave take any annual leave or long service leave or any part thereof to which the teacher is then entitled;

(b) paid leave other than long service leave is not available to a teacher during the teacher's absence on parental leave.

**(9) Effect of Parental Leave on Employment**

Notwithstanding any provision to the contrary, absence on parental leave shall not break the continuity of service of a teacher but shall not be taken into account in calculating the period of service for any purpose of this Agreement.

**(10) Termination of Employment**

(a) A teacher on parental leave may terminate employment at any time during the period of leave by due notice given.

(b) An employer shall not terminate the employment of a teacher on the grounds of pregnancy or absence on parental leave but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

**(11) Return to work after a single period of Parental Leave**

(a) Except as provided in paragraph (b) hereof, a teacher will return to work only from the beginning of a school term, preferably from the beginning of a school year and will indicate an intention of returning to work by giving in writing not less than seven (7) working weeks' notice wholly within a school term, that notice to be immediately prior to the proposed school term of commencement.

(b) An employer may by agreement with the teacher arrange for a teacher to return to work at some date other than the commencement of a school term.

(c) Provided the notice required pursuant to paragraph (a) above has been given, a teacher shall be entitled to a position commensurate with the teacher's qualifications, experience and previous classification.

(d) A part-time teacher shall be entitled to return to a position which includes the same number of hours per week, but not necessarily the same times or class levels.

(e) If no confirmation of an intention to return is received, the employer shall take reasonable steps of inquiry prior to making other arrangements.

**(12) Return to work from a further period of parental leave resulting from a subsequent pregnancy**

(a) A teacher will return to work only from the beginning of a school year and will indicate an intention of returning to work by giving in writing not less than seven (7) working weeks notice wholly within a school term in the school year prior to the intended return.

(b) Return to work from a further period of parental leave resulting from a subsequent pregnancy will comply with subclause (11) paragraphs (b), (c), (d) and (e).

**(13) Replacement Teachers**

(a) A teacher specifically engaged as a result of a teacher proceeding on parental leave will normally be a replacement teacher provided however that such replacement teacher does not have to fill the position vacated by the teacher proceeding on parental leave.

(b) Before an employer engages a replacement teacher under this subclause, the employer shall inform that person of the temporary nature of the employment and the rights of the teacher who is being replaced.

(c) Before an employer temporarily promotes or transfers a teacher to replace a teacher exercising rights under this clause the employer shall inform that person of the temporary nature of the promotion or transfer and the rights of the teacher who is being replaced.

(d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement teacher.

**Part 2—Adoption Leave****(1) Definitions**

In this subclause

“child”, in relation to a teacher, means a person under the age of 5 years who is placed with the teacher for the purposes of adoption and who has not previously lived continuously with the teacher for a period of 6 months or more or is not a child or step-child of the teacher or of the spouse of the teacher.

“primary care-giver” means a person who assumes the principal role of providing care and attention to a child.

“relative adoption” occurs where a child is adopted by a parent, a spouse of a parent or another relative, being a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

## (2) Eligibility for adoption leave

(a) A teacher is, on production to the employer of the documentation required by subclause (3) below entitled to one or two periods of adoption leave, the total of which must not exceed 104 weeks in the following circumstances—

- (i) An unbroken period of up to 3 weeks at a time of the placement of the child (referred to in this subclause as “short adoption leave”);
- (ii) An unbroken period of up to 104 weeks from the time of the placement of the child in order to be the primary care-giver of the child (referred to in this clause as “extended adoption leave”). This entitlement is to be reduced by any period of short adoption leave taken and the aggregate of any periods of adoption leave taken or to be taken by the teacher’s spouse in relation to the same child. Save that for a replacement or relieving teacher, that period of leave shall not extend beyond the period for which they have been engaged as a replacement or relieving teacher;

(b) Extended adoption leave is not to be taken concurrently with adoption leave taken by the teacher’s spouse in relation to the same child.

(c) The teacher must have had at least one year of continuous service within Catholic education in Western Australia immediately preceding the date on which the teacher commences either period of leave.

## (3) Certification

(a) Before taking adoption leave, the teacher must produce to the employer a statement from an adoption agency or another appropriate body of the expected date of placement of the child with the teacher for adoption purposes; or a statement from the appropriate government authority confirming that the teacher is to have custody of the child pending application for an adoption order.

(b) In relation to any period of extended adoption leave to be taken, the teacher must also produce a statutory declaration—

- (i) stating that the teacher is seeking that period of adoption leave to become the primary care-giver of the child; and
- (ii) stating particulars of any period of adoption leave sought or taken by the teacher’s spouse; and
- (iii) stating the teacher’s agreement that for the period of the teacher’s adoption leave the teacher will not engage in any action inconsistent with the teacher’s contract of employment.

## (4) Notice requirements

(a) On receiving notice of approval for adoption purposes, a teacher must notify the employer of the approval and within two (2) months after receiving notice of the approval, must further notify the employer of the period or periods of adoption leave which the teacher proposes to take. In the case of a relative adoption, the teacher must so notify the employer on deciding to take a child into custody pending an application for an adoption order.

(b) A teacher who commences employment with an employer after the date of approval for adoption purposes must notify the employer of that date on commencing employment and of the period of adoption leave which the teacher proposes to take.

(c) A teacher must, as soon as the teacher is aware of the expected date of placement of a child for adoption purposes but no later than fourteen (14) days before the expected date of placement, give notice in writing to the employer of that date, and of the date of commencement of any period of short adoption leave to be taken.

(d) A teacher must, at least seven (7) weeks before the proposed date of commencing any period of extended adoption leave to be taken, give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.

(e) A teacher shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with paragraphs (c) or (d) hereof if the failure is caused by—

- (i) the requirement of an adoption agency for the teacher to accept earlier or later placement of a child; or

- (ii) the death of the teacher’s spouse.

## (5) Variation of period of adoption leave

(a) Provided the addition does not extend adoption leave beyond 104 weeks, the period of extended adoption leave may be lengthened once only by the teacher giving not less than twenty-one (21) days notice in writing stating the period by which the leave is to be lengthened.

(b) The period may be further lengthened by agreement between the employer and the teacher.

(c) The period of extended adoption leave may, with the consent of the employer, be shortened by the teacher giving not less than seven (7) working weeks notice in writing stating the period by which the leave is to be shortened.

## (6) Cancellation of adoption leave

(a) Adoption leave, applied for but not commenced, is cancelled should the placement of the child not proceed.

(b) If the placement of a child for adoption purposes with a teacher then on adoption leave does not proceed or continue, it shall be the right of the teacher to resume work at a time nominated by the employer (which shall be no later than the beginning of the next succeeding term from the date of the notice in writing by the teacher to the employer that the teacher wishes to resume work).

(d) In this case, the teacher may undertake temporary employment with another employer without affecting his/her contract of service with the school from which he/she took leave.

## (7) Special Adoption leave

The employer must grant to any teacher who is seeking to adopt a child any leave not exceeding two (2) days (paid or otherwise), that is required by the teacher to attend any compulsory interviews or examinations that are necessary as part of the adoption procedure.

## (8) Adoption leave and other entitlements

(a) So long as the aggregate of any leave, including leave taken under this subclause does not exceed 104 weeks, a teacher may, instead of or in conjunction with adoption leave, take any annual leave or long service leave or any part of it to which the teacher is entitled.

(b) Paid leave other than long service leave is not available to a teacher during the teacher’s absence on adoption leave.

## (9) Effect of adoption leave on employment

Notwithstanding any provision to the contrary, absence on adoption leave shall not break the continuity of service of a teacher but shall not be taken into account in calculating the period of service for any purpose of this Agreement provided that absence on adoption leave shall count for purposes of subclause (2)(c) above.

## (10) Termination of employment

(a) A teacher on adoption leave may terminate employment at any time during the period of leave by due notice given.

(b) An employer shall not terminate the employment of a teacher on the ground of the teacher’s absence on adoption leave but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

## (11) Return to work after adoption leave

(a) Except as provided in paragraph (b) hereof, a teacher will return to work only from the beginning of a school term, preferably from the beginning of a school year and will indicate an intention of returning to work by giving in writing not less than seven (7) weeks’ notice, that notice to be immediately prior to the proposed school term of commencement.

(b) An employer may by agreement with the teacher arrange for a teacher to return to work at some date other than the commencement of a school term.

(c) Provided the notice required pursuant to subclause (a) above has been given, a teacher shall be entitled to a position commensurate with the teacher’s qualifications, experience and previous classification.

(d) A part-time teacher shall be entitled to return to a position which includes the same number of hours per week, but not necessarily the same times or class levels.

(e) If no confirmation of an intention to return is received, the employer shall take reasonable steps of inquiry prior to making other arrangements.

## (12) Replacement Teachers

(a) A teacher specifically engaged as a result of a teacher proceeding on adoption leave will normally be a replacement teacher provided however that such replacement teacher does not have to fill the position vacated by the teacher proceeding on adoption leave.

(b) Before an employer engages a replacement teacher under this subclause, the employer shall inform that person of the temporary nature of the employment and the rights of the teacher who is being replaced.

(c) Before an employer temporarily promotes or transfers a teacher to replace a teacher exercising rights under this clause the employer shall inform that person of the temporary nature of the promotion or transfer and the rights of the teacher who is being replaced.

(d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement teacher.

**Part 3—Part-time Work**

## (1) Definitions

In this subclause

“Female teacher” means an employed female who is pregnant or is caring for a child whom she has borne or a child who has been placed with her for adoption purposes.

“Male teacher” means an employed male who is caring for a child of his spouse or a child placed with the teacher for adoption purposes.

“Part-time employment” means work of a lesser number of hours than constitutes full-time work under this Agreement, but does not include temporary or casual work.

“Former position” means the position held by a teacher immediately before commencing part-time employment under this subclause or, if such position no longer exists but there are other positions available for which the teacher is qualified and capable of performing, a position as nearly as possible comparable in status and pay to that of the position held by the teacher immediately before commencing part-time work.

## (2) Entitlement

With the agreement of the employer—

- (a) a female teacher may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy necessary or desirable;
- (b) a female teacher may work part-time in one or more periods at any time from the seventh week after the date of the birth of the child until its third birthday;
- (c) a male teacher may work part-time in one or more periods at any time from the date of the birth of the child until its third birthday;
- (d) in relation to adoption, a female or male teacher may work part-time in one or more periods at any time from the date of placement of the child until the third anniversary of that date.

## (3) Return to former position

(a) A teacher who has had at least one year of continuous service within Catholic education in Western Australia immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to their former position.

(b) Nothing in paragraph (a) hereof shall prevent the employer from permitting the teacher to return to their former position after a second or subsequent period of part-time employment.

## (4) Effect of part-time work on continuous service

Under this Agreement, commencement on part-time employment under this subclause and return from part-time employment to full-time employment under this subclause does not break the continuity of service of a teacher.

## (5) Pro-rata entitlements

Subject to the provisions of this subclause and the matters agreed to in subclause (6) hereof, part-time employment shall be in accordance with the provisions of the Award and/or this Agreement and shall apply pro-rata.

## (6) Part-time Work Agreement

(a) Before commencing a period of part-time employment under this subclause the employer and the teacher shall agree—

- (i) that the teacher may work part-time;
- (ii) upon the hours to be worked by the teacher, the days upon which they will be worked and the commencing times for the work;
- (iii) upon the period of part-time employment.

(b) The terms of this agreement may be varied by consent.

(c) The terms of this agreement and any variation to it shall be in writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the teacher by the employer.

(d) The work to be performed part-time need not be the work performed by the teacher in the teacher's former position but shall be work commensurate with the teacher's qualifications, experience and previous classification.

(e) An employer may request, but not require, a teacher working part-time under this clause to work outside or in excess of the teacher's ordinary hours of duty provided for in accordance with paragraph (a) hereof.

## (7) Termination of Employment

(a) The employment of a part-time teacher under this clause may be terminated in accordance with the provisions of the Award and/or this Agreement but may not be terminated by the employer because the teacher has exercised or proposes to exercise any rights under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.

(b) Any termination benefits payable to a teacher whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time teacher as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time teacher on a pro-rata basis.

## (8) Replacement Teachers

(a) A teacher specifically engaged as a result of a teacher proceeding on part-time employment under this subclause will normally be a replacement teacher.

(b) Before an employer engages a replacement teacher under this subclause, the employer shall inform that person of the temporary nature of the employment and the rights of the teacher who is being replaced.

(c) Before an employer temporarily promotes or transfers a teacher to replace a teacher exercising rights under this clause the employer shall inform that person of the temporary nature of the promotion or transfer and the rights of the teacher who is being replaced.

(d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement teacher.

**21.—REDUNDANCY PROVISIONS**

(1) Should a position in a Catholic school become redundant then the provisions of—

- (a) the Workplace Relations Act (1996); and/or
- (b) the Catholic Education Commission of Western Australia policy on redundancy; and/or
- (c) this Agreement,

whichever is the greater, shall apply.

(2) In calculating the years of service of a teacher, all continuous service within Catholic schools in Western Australia will be considered and not only the service completed at the current school.

(3) Where a school proposes to make one or more teaching positions redundant the employer shall make redundancy payments to the teachers made redundant—

<u>Period of Service</u>	<u>Weeks of severance pay.</u>
Less than 1 year	Nil
One year and less than two years	4 weeks
Two years and less than three years	6 weeks

Period of Service	Weeks of severance pay.
Three years and less than four years	7 weeks
Four years and above	2 weeks per year of service to a maximum of 16 weeks.

(4) When the employer identifies a potential redundancy and before a teacher is named as the person whose position has been declared redundant, the employer shall offer all teachers at that school the opportunity to take leave without pay for a period of one school year or such a period to resolve the potential redundancy. Where a suitable application is received that resolves the potential redundancy, then the teacher shall be granted leave without pay for the period.

(5) Continuity of service for all purposes of the Award and/or this Agreement shall apply where a teacher has been made redundant and is re-employed by a Catholic school within six months.

(6) If during the life of this Agreement the Australian Industrial Relations Commission moves to a new redundancy standard in excess of the provisions of this clause, then the new standard will apply and as such the parties agree to amend this Agreement accordingly.

(7) Notwithstanding the other provisions of this clause, nothing shall prevent the parties from negotiating a redundancy settlement in excess of the provisions as determined in subclause (3) of this clause.

#### 22.—PLAYGROUND DUTY

Where a teacher is required to perform playground supervision, such supervision shall be so rostered as to allow a fair and reasonable midday meal break.

#### 23.—FLEXIBILITY IN THE SCHOOL DAY/YEAR

(1) Flexible working hours for teachers may be implemented at schools where an improved curriculum can be offered, or more effective and efficient use of resources occurs.

The following criteria shall be applied prior to the implementation of flexible hours—

- (a) a consultative process to occur at school level involving all stakeholders, including the ISSOA, school decision making groups, parents, students and staff;
- (b) issues such as duty of care, health, safety and welfare, equity and other legislative requirements allowed for;
- (c) workloads and career aspirations have been considered;
- (d) individual circumstances have been fairly and reasonably considered;
- (e) the distribution of hours to be equitable.

(2) Specifically excluded from these flexibility arrangements are increased working hours for teachers.

#### 24.—MANNER OF LIFE

(1) Where an allegation has been made against a teacher with regard to the teacher's manner of life and/or stated beliefs which may be in breach of Clause 11.—Conditions of Employment, subclause (2)(a) of this Agreement, the following procedures shall apply—

##### (2) The Allegation

(a) Any allegation for breach of this clause shall be directed to the Principal of the school in which the teacher is employed and shall be in writing stating—

- (i) the nature of the allegation;
- (ii) the proof supporting the allegation; and
- (iii) the source of the allegation.

(b) The person/s making the allegation must have direct knowledge of the alleged breach and shall be required to support the allegation in conformity with the provisions as outlined in paragraph (a) of this subclause.

(c) The Principal and/or the person/s making the allegation should observe confidentiality at all times and the Principal

shall advise such person/s of the seriousness of their allegation and counsel such person/s of the consequences of malicious, false or exaggerated allegations.

(d) The employer shall record the details of the allegation and where necessary clarify any matter pertaining to the allegation.

##### (3) Advising the Teacher

(a) (i) Should the employer determine that the allegation cannot be sustained, the matter shall be discontinued and the person/s making the allegation advised accordingly.

(ii) Should the circumstances warrant, the employer may advise the teacher of the allegation and the outcome as prescribed in paragraph (a)(i) of this subclause.

(b) If the employer determines that the allegation needs to be acted upon, he/she shall advise the teacher in writing stating—

- (i) the nature of the allegation;
- (ii) the proof supporting the allegation;
- (iii) the source of the allegation;
- (iv) the potential consequences if the allegation is proven;
- (v) that the teacher is not required to answer the allegation immediately but may elect to seek the appropriate advice and representation; and
- (vi) a reasonable time frame for a response.

(4) Where an allegation for breach of this clause has been confirmed by the teacher, the teacher shall be offered the opportunity to rectify the matter where possible, in a manner agreed between the teacher and the employer. Such agreement shall be in writing.

(5) Should the matter not be resolved in accordance with subclauses (3) or (4) of this clause, the provisions of Clause 30.—Dispute Avoidance and Grievance Procedures of this Agreement shall apply.

#### 25.—PROFESSIONAL DEVELOPMENT

Professional development has as its priority the upgrading of professional knowledge and skills. Both the school and the teacher should share the responsibility of teachers' professional development.

In addition to courses provided in school hours, the parties accept that courses outside of school hours should be made available to teachers. Access to such courses should be at the discretion of the teacher.

#### 26.—PROFESSIONAL RESPONSIBILITIES

(1) The parties recognise that there is a wide range of duties and responsibilities involved in the profession of teaching.

(2) The parties recognise that the following principles apply in addressing the fair and reasonable participation of teachers—

- (a) Much of the life and culture of the school is derived from school activities involving teachers and students conducted outside regular classroom contact;
- (b) The efforts of teachers who contribute significantly to the life and values of the school should be recognised;
- (c) Duty of care responsibilities must be considered in the planning of all activities conducted by the school;
- (d) There will be collaborative planning between school and staff in the allocation of teachers to all activities conducted by the school;
- (e) The competence, skills and qualifications of teachers, including part-time teachers, will be considered in the planning and allocating of activities conducted by the school, having regard for the teacher's professional development and family responsibilities;
- (f) Some schools may have expanded educational programs which may require flexible employment arrangements.

#### 27.—SUMMATIVE APPRAISAL

During the life of this Agreement, all forms of teacher appraisal (including Summative and Senior Teacher appraisal) will be re-negotiated.

## 28.—PART TIME TEACHERS

## (1) Contract of employment

(a) In engaging a part time teacher schools will recognise that part time teachers are entitled to supplement their income through other employment.

(b) The number of hours of scheduled class time and professional responsibilities and duties of a part time teacher shall be set out in writing by the employer at the time of engagement and at any other time when a variation occurs.

(2) A part time teacher's weekly rate of pay shall be assessed according to the following formula—

$$\frac{\text{Hours worked}}{\text{Full time teachers' hours}} \times \frac{\text{the appropriate}}{\text{full time salary}}$$

*Note: Hours = the number of hours of scheduled class time for the teacher*

(3) A part time teacher in a Primary School shall be given a proportional amount of release time for planning and preparation as given to a full time teacher in that school.

(4) A part time teacher shall be expected to undertake a proportional number of additional duties normally expected of a full time teacher in that school, provided that those duties fall at times adjoining that teacher's normal scheduled classroom teaching hours or on a usual day of employment, e.g. yard supervision, staff meetings, etc.

## (5) Additional hours

(a) Where an employer requires and the part time teacher agrees to work additional hours, the teacher shall be paid for each additional hour or part thereof at that teacher's normal part-time hourly rate of pay.

(b) Such additional hours worked under this arrangement shall not result in proportionate adjustments under any other clause in the Award or this Agreement.

## (6) Variation of hours

(a) The school may vary the teaching load of a part time teacher from the beginning of each school year with 6 weeks notice or at any time by agreement with the teacher.

(b) In the absence of the required notice as per subclause (a) and provided that the change involves a decrease in salary, the teacher's salary will be maintained at its former level for the period of the notice not given.

## 29.—SPECIAL LEAVE

(a) A teacher shall, on sufficient cause being shown, be granted special leave with pay.

(b) "Sufficient cause" is defined as a matter or situation for which—

- (i) no other paid leave is available
- (ii) no other arrangements can reasonably be made
- (iii) the absence from duty is required due to pressing necessity.

(c) The period determined at the discretion of the employer having regard to all of the circumstances but would not normally exceed 3 days for any one instance.

## 30.—DISPUTE AVOIDANCE AND GRIEVANCE PROCEDURE

(1) The objective of these procedures is the avoidance and resolution of industrial disputation by measures based on consultation, co-operation and negotiation and the parties to a dispute shall make reasonable attempts to resolve the matter by mutual discussion and determination.

(2) Without prejudice to either party, the parties to this Agreement shall ensure the continuation of work in accordance with the Award, this Agreement and the custom and practice in Catholic Schools in Western Australia.

(3) (a) In the event of any matter arising which is of concern, the teacher shall discuss this matter with the Principal or his/her nominee.

(b) If the matter is not resolved at this level, the teacher and/or the Principal may refer the matter to the Independent Schools Salaried Officers' Association and/or the Catholic Education Office (Employee and Community Relations Team).

(In an attempt to resolve the matter it may be necessary to have formal discussion between the ISSOA and the Director of Catholic Education in Western Australia.)

(c) If the matter cannot be resolved at this level it may be referred to the Western Australian Industrial Relations Commission.

(4) Nothing contained in this procedure shall prevent the Secretary of the ISSOA or his/her nominee or the Director of Catholic Education in Western Australia or his/her nominee from entering into negotiations at any level either at the request of any of the parties to the dispute or on their own initiative in respect of matters in dispute should such action be considered conducive to achieving resolution of the dispute.

## 31.—SIGNATURES

.....

(Signature)

(Name of signatory in block letters)

The Roman Catholic Bishop of Broome

.....

(Signature)

(Name of signatory in block letters)

Independent Schools Salaried Officers'

Association of Western Australia,

Industrial Union of Workers

## SCHEDULE 1

## REMOTE AREA PACKAGE

This package introduces a set of allowances and conditions for teachers in schools which currently receive a Location Allowance as prescribed in Clause 16.—Location Allowance of this Agreement.

## DEFINITION

"Dependant" in relation to an employee as covered by this Schedule shall take on the definition as described by the Australian Taxation Office for such purposes.

The income used as a dependency test shall be adjusted on 30 June each year in accordance with variations to the taxable limit for earnings for the dependant spouse rebate.

## 1. AIR CONDITIONING REIMBURSEMENT

(a) An airconditioning reimbursement will be paid to teachers to defray electricity expenses incurred by the running of air conditioners during defined months.

(b) The air conditioning reimbursement is administered by the school.

(c) The airconditioning reimbursement is paid to teachers on presentation of a paid electricity account.

(d) The air conditioning reimbursement operates on the basis that any given town attracts a rebate based on set criteria e.g.

- prescribed months.
- day and night.
- electricity unit cost.

(e) Full rates are received by teaching staff with dependants.

Half rates are received by teaching staff with no dependants.

If three employees are sharing accommodation and have no dependants, each will receive a third of the reimbursement.

*For example, Wyndham is entitled to an air conditioning reimbursement for the months of September to May on both day and night criteria. The allocation of electrical units is 448 for day criteria and 672 for night criteria, a total of 1120 units. The rebate per unit of electricity is 12.75 cents.*

*On this basis the annual air conditioning reimbursement for a three bedroom house in Wyndham occupied by a teacher with dependants would be as follows—*

$$1120 \text{ units} \times 9 \text{ months} \times 12.75 \text{ cents per unit}$$

$$\text{Total} = \$1285.20 / 26.08 \text{ weeks} = \$49.28 \text{ fortnightly air conditioning reimbursement.}$$

(f) The cost of the electricity per unit may differ from one location to another. The electricity unit cost that is being charged at each location has been utilised when determining the air conditioning reimbursement. The reimbursement rates set out in Table Two of this schedule are subject to annual review of the unit cost of electricity with Western Power.

(g) The following table details the criteria applied in determining the air conditioning reimbursement—

Table One

Location	Centre Status	Night Criteria		Day Criteria	
		Period	Months	Period	Months
Balgo Hills	Remote	Oct-Mar	6	Oct-Mar	6
Beagle Bay	Isolated	Oct-April	7	Oct-April	7
Billiluna	Remote	Oct-Mar	6	Oct-Mar	6
Boulder	Town	-	0	Jan-Mar	3
Broome	Town	Oct-April	7	Oct-April	7
Carnarvon	Town	Jan-Mar	3	Jan-Feb	2
Derby	Town	Oct-April	7	Sep-April	8
Gibb River	Remote	Sep-May	9	Sep-May	9
Kalgoorlie	Town	-	0	Jan-Mar	3
Karratha	Town	Nov-April	6	Oct-April	7
Kununurra	Town	Oct-Mar	6	Sep-April	8
Lake Gregory / Mulan	Remote	Oct-Mar	6	Oct-Mar	6
Lombadina	Isolated	Oct-April	7	Oct-April	7
Port Hedland	Town	Nov-April	6	Oct-April	7
Red Hill / Halls Creek	Town	Nov-Mar	5	Oct-April	7
Ringer Soak / Yaruman	Remote	Oct-Mar	6	Oct-Mar	6
Southern Cross	Town	-	0	Jan-Mar	3
Turkey Creek / Warmun	Isolated	Oct-Mar	6	Sep-April	8
Wyndham	Town	Sep-May	9	Sep-May	9

(h) The air conditioning reimbursement for the locations as mentioned above are as follows—

Table Two

Location	Centre Status	Half Rate
Balgo Hills	Remote	\$16.43 per fortnight
Beagle Bay	Isolated	\$19.17 per fortnight
Billiluna	Remote	\$16.43 per fortnight
Broome	Town	\$19.17 per fortnight
Boulder	Town	\$3.29 per fortnight
Carnarvon	Town	\$7.12 per fortnight
Derby	Town	\$20.26 per fortnight
Gibb River	Remote	\$24.64 per fortnight
Kalgoorlie	Town	\$3.29 per fortnight
Karratha	Town	\$17.52 per fortnight
Kununurra	Town	\$18.62 per fortnight
Lake Gregory / Mulan	Remote	\$16.43 per fortnight
Lombadina	Isolated	\$19.17 per fortnight
Port Hedland	Town	\$17.42 per fortnight
Red Hill / Halls Creek	Town	\$15.88 per fortnight
Ringer Soak / Yaruman	Remote	\$16.43 per fortnight
Southern Cross	Town	\$3.29 per fortnight
Turkey Creek / Warmun	Isolated	\$18.62 per fortnight
Wyndham	Town	\$24.64 per fortnight

It should be noted that—

- The rates listed above are half rates, received by teaching staff with no dependants. The full rate (twice the above amount) is received by teaching staff with dependants.
- Part time staff receive pro rata reimbursement, dependent upon their part time fraction.

## 2. ELECTRICITY CHARGES

(a) In those locations where the electricity cost is higher than those charged in areas serviced by Western Power, the additional electricity costs in excess of the standard unit costs (over and above the air conditioning reimbursement) are met by the school. The electricity unit cost reimbursement rate is subject to annual review with Western Power.

For example, if the electricity costs in town A is 29.96 cents per unit and the standard rate of electricity from Western Power is 12.75 cents per unit, the school will then cover the difference of 17.21 cents per unit less the air conditioning component already met.

In other words, the school will pay its portion of the total electricity bill i.e. the number of electrical units used x 17.21 cents and then pass the outstanding amount on to the teacher for payment.

(b) In those locations where electricity is not charged, or is charged at a rate below that prescribed in Table Two, reimbursement for air conditioning will not apply.

## 3. LOCATION ALLOWANCES

(a) Location Allowances are provided to offset the additional living expenses incurred in remote and isolated areas.

(b) The North West region is categorised into three (3) zones—

**Town Centre:** Broome, Carnarvon, Derby, Karratha, Kununurra, Port Hedland, Red Hill / Halls Creek and Wyndham.

**Isolated Centre:** Beagle Bay, Lombadina and Turkey Creek / Warmun.

**Remote Area:** Balgo Hills, Billiluna, Gibb River, Lake Gregory / Mulan and Ringer Soak / Yaruman.

Other centres which receive a Location Allowance are categorised as follows—

**Town Centre:** Boulder, Esperance, Kalgoorlie, Mullewa and Southern Cross.

**Isolated Centre:** Tardun.

(c) Full rates are received by teaching staff with dependants.

Half rates are received by teaching staff with no dependants.

(d) The allowances payable are those prescribed in Clause 16.—Location Allowance of this Agreement payable from 1 January 2000 as illustrated in the following table—

Table Three

Location	Full Rate Allowance \$ per week	Half Rate Allowance \$ per week
Balgo Hills	160.24	80.12
Boulder	14.42	7.21
Beagle Bay	145.36	72.68
Billiluna	160.24	80.12
Broome	104.97	52.48
Carnarvon	45.15	22.58
Derby	109.62	54.81
Esperance	27.11	13.56
Gibb River	160.24	80.12
Kalgoorlie	14.42	7.21
Karratha	108.38	54.19
Kununurra	137.68	68.89
Lake Gregory / Mulan	160.24	80.12
Lombadina	145.36	72.68
Mullewa	26.48	13.24
Port Hedland	101.07	50.54
Red Hill / Halls Creek	129.18	64.59
Ringer Soak / Yaruman	160.24	80.12
Southern Cross	26.48	13.24
Tardun	47.93	23.97
Turkey Creek / Warmun	145.36	72.68
Wyndham	136.66	68.33

(e) The above allowances as prescribed in Clause 16.—Location Allowance of this Agreement are subject to annual review in line with the Education Department of Western Australia rates.

## 4. TRANSPORTATION OF PERSONAL GOODS AND EFFECTS: RELOCATION REIMBURSEMENT

(a) Housing in isolated and remote zones is fully furnished, while housing in town zones is partially furnished. Therefore, the potential for the transportation of personal effects will be greater in town zones. It is for this reason that transport reimbursements are applied differentially to the three zones within Western Australia.

Table Four

Zone	Half Rate Allowance	Full Rate Allowance
<b>TOWN</b>		
CEO Housing	10 Cubic Mtrs	20 Cubic Mtrs
Private Housing	15 Cubic Mtrs	30 Cubic Mtrs
<b>ISOLATED</b>	8 Cubic Mtrs	16 Cubic Mtrs
<b>REMOTE</b>	8 Cubic Mtrs	16 Cubic Mtrs

(b) This reimbursement applies to—

- teachers being appointed to any region which receives a Location Allowance as prescribed in Clause 16.—Location Allowance of this Agreement.
- teachers moving to another location as prescribed in Clause 16.—Location Allowance of this Agreement or out of the those regions as prescribed in Clause 16.—Location Allowance of this Agreement (after a two year period at the same school).

(c) Administration of the reimbursement of transportation costs will be undertaken by each school. The new appointee will arrange transportation of personal effects up to the prescribed amount as stated in Table Four and the account will be

forwarded by the removalist to the school for payment. The cost for transported personal effects over and above the set allocation will be the responsibility of the employee.

(d) Full rates are received by teaching staff with dependants.

Half rates are received by teaching staff with no dependants.

#### 5. TRAVEL PROVISIONS

(a) **Travel on Appointment**— travel costs of the teacher and family (spouse and children, if applicable) to any location as prescribed in Clause 16.—Location Allowance of this Agreement will be met by the school. Travel costs will be a standard economy airfare for the teacher (spouse and children, if applicable) or the cost of travel by road from the previous appointment, whichever is the lesser. Travel by road would include an allowance for kilometres travelled at the prescribed rates listed in Table Five.

(b) **Travel on Resignation**—travel cost of the teacher and family (spouse and children, if applicable) will be met on resignation, **provided that the teacher has completed two years at the school.** Travel costs will be the cost of a standard economy airfare for the teacher (spouse and children, if applicable) or the cost of travel by road to Perth or the new appointment, whichever is the lesser. Travel by road would include an allowance for kilometres travelled at the prescribed rates listed in Table Five.

#### (c) Christmas Vacation Travel Concession

Provided a teacher has completed a minimum of 12 months continuous service in a location as prescribed in Clause 16.—Location Allowance and is returning to the same school the following year, a teacher and family (spouse and children, if applicable) are provided with a travel concession to Perth to be taken only during the Christmas vacation period by either air or road as follows—

- (i) Air—The concession will provide standard economy airfare only.
- (ii) Road—to add some flexibility to this provision teachers may choose to travel by road instead of by air. An allowance for the kilometres travelled would be applied. Reimbursement shall apply to the kilometres traveled or the cost of the airfare(s) which ever is the lesser.

(d) The following reimbursement rates are for travel by Road—

	Over 2600cc	Over 1600cc- 2600cc	1600cc & Under
Rate per kilometre	53.8 cents	51.9 cents	45.7 cents

(e) Approval for road travel is at the discretion of the principal and payment for travel is to be made based on the following conditions—

- the journey is by the shortest practicable route.
- reimbursement does not exceed the cost of the airfare(s) of the teacher and their family.
- the reimbursement does not exceed the cost of the teacher's fare when the teacher's family travels by air.
- associated expenses, such as accommodation and meals, are at the expense of the teacher.

(f) Should a teacher wish to travel outside Western Australia, the equivalent standard economy airfare (including spouse and children, if applicable) will be payable to the teacher after producing to the principal alternative travel documentation. If travel is to be undertaken by vehicle the equivalent road travel allowance to Perth will be paid.

#### 6. TRANSPORTATION OF A MOTOR VEHICLE

One (1) motor vehicle will be transported at the school's expense from Perth to the school location on appointment or within the first six months after appointment. The transportation of one (1) motor vehicle back to Perth will also be provided for by the school upon resignation, provided that two consecutive years of service have been completed.

N.B. A motor vehicle will include cars, utilities and motor cycles but not include trailers, caravans, boats, commercial vehicles.

#### 7. FINANCIAL INCENTIVES

The Financial Incentives are paid to teaching staff in locations as prescribed in Clause 16.—Location Allowance of this Agreement categorised into groups as prescribed below according to table six—

Group 1—Boulder, Broome, Carnarvon, Derby, Esperance, Kalgoorlie, Karratha, Kununurra, Port Hedland and Southern Cross.

Group 2—Mullewa, Red Hill/Halls Creek, Tardun and Wyndham.

Group 3—Beagle Bay, Lombadina and Warmun/Turkey Creek.

Group 4—Balgo Hills, Billiluna, Gibb River, Mulan/Lake Gregory and Yaruman/Ringer Soak.

Table Six

No. of continuous years completed	Group 1	Group 2	Group 3	Group 4
3	1103			
4	1929			
5 or more	2315			
No. of continuous years completed	Group 2	Group 3	Group 4	
1	1103	1654	2315	
2	1929	2867	3859	
3 or more	2315	3418	4631	

#### WESTERN AUSTRALIAN CATHOLIC SCHOOLS (ENTERPRISE BARGAINING) AGREEMENT NO. 10 OF 2000.

No. AG 170 of 2000.

2000 WAIRC 00507

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.	
<b>PARTIES</b>	THE INDEPENDENT SCHOOLS SALARIED OFFICERS' ASSOCIATION OF WESTERN AUSTRALIA, INDUSTRIAL UNION OF WORKERS & OTHER V (NOT APPLICABLE)
<b>CORAM</b>	COMMISSIONER S J KENNER
<b>DELIVERED</b>	MONDAY, 28 AUGUST 2000
<b>FILE NO/S</b>	AG 170/2000

<b>Representation</b>	
<b>Applicant</b>	Mr N Briggs
<b>Respondent</b>	

#### Order.

HAVING heard Mr N Briggs on behalf of the applicant and there being no appearance on behalf of the respondent and by consent the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

- (1) THAT the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 10 of 2000 as filed in the Commission on 10 July 2000 in the terms of the following schedule be and is hereby registered as an industrial agreement.
- (2) THAT the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 10 of 1998 No AG 149 of 1998 be and is hereby cancelled.

(Sgd.) S. J. KENNER,

[L.S.]

Commissioner.

## Schedule.

## 1.—TITLE

This Agreement shall be known as the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 10 of 2000 and shall replace the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 10 of 1998.

## 2.—ARRANGEMENT

1. Title
  2. Arrangement
  3. Parties to the Agreement
  4. Scope of Agreement
  5. Relationship to Parent Award
  6. Term of Agreement
  7. Expiration of Agreement
  8. No Extra Claims
  9. No Duress
  10. Objects of the Agreement
  11. Conditions of Employment
  12. Contract of Service
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  14. Deferred Salary Scheme
  15. Promotional Positions
  16. Location Allowances
  17. Sick Leave
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  19. Long Service Leave
  20. Parental Leave
  21. Redundancy Provisions
  22. Playground Duty
  23. Flexibility in the School Day/Year
  24. Manner of Life
  25. Professional Development
  26. Professional Responsibilities
  27. Summative Appraisal
  28. Part Time Teachers
  29. Special Leave
  30. Dispute Avoidance and Grievance Procedure
  31. Signatures
- Appendix: Remote Area Package

## 3.—PARTIES TO THE AGREEMENT

This Agreement is made between the Roman Catholic Bishop of Geraldton and the Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers (the ISSOA), a registered organisation of employees.

## 4.—SCOPE OF AGREEMENT

(1) This Agreement shall apply to all teachers who are covered by the provisions of the Independent Schools' Teachers' Award (1976), as amended.

(2) The number of teachers covered by this agreement is 223.

## 5.—RELATIONSHIP TO PARENT AWARD

Except as provided by this Agreement, the conditions of employment of teachers employed in Catholic Schools in Western Australia will be in accordance with the Independent Schools' Teachers' Award (1976), as amended.

## 6.—TERM OF AGREEMENT

(1) This Agreement shall come into effect on and from 1 July 2000 and shall expire on 30 June 2003.

(2) During the term of this Agreement, the provisions of this Agreement may be varied by mutual agreement between the parties.

## 7.—EXPIRATION OF AGREEMENT

(1) On the expiration of this Agreement and in the absence of the registration of a subsequent Enterprise Agreement, the provisions of this Agreement shall prevail for the purposes of the conditions of employment that will apply to teachers covered by this Agreement.

(2) Negotiations for a new Enterprise Agreement will commence 6 months prior to the expiry of this Enterprise Agreement.

## 8.—NO EXTRA CLAIMS

It is a condition of this Agreement, that the parties will not make any further claims with respect to salaries and condi-

tions during the period of this Agreement unless they are consistent with the State Wage Fixing Principles.

## 9.—NO DURESS

This Agreement was not entered into by either of the parties under duress from the other party or any other person or persons.

## 10.—OBJECTS OF THE AGREEMENT

In reaching this agreement the parties have recognised—

## Catholicity—

- The need to maintain a just working environment in which education can be provided in harmony with the aims, objectives and philosophy of Catholic education.

## Professionalism—

- A mutual responsibility to protect, develop and enhance Catholic education within the State of Western Australia.
- The need to safeguard and enhance the quality of teaching and learning in Catholic schools in Western Australia and the public perception of it.

## Flexibility—

- The variety of educational and managerial arrangements that exist requiring flexibility in the application of regulations that govern employment practices.
- The need to consolidate, and develop further, initiatives arising out of the award restructuring process.
- Productivity and efficiency have a growing influence in educational policies and practices.

Schools are expected to do more with the same level of resources, necessitating productivity and efficiency improvements which may be qualitative rather than quantitative.

## 11.—CONDITIONS OF EMPLOYMENT

The parties acknowledge that the following *Conditions of Employment of Teachers in Catholic Schools in WA (2000)* is an official statement of the Catholic Education Commission of Western Australia and as such applies to all teachers employed in a Catholic school in Western Australia.

Conditions of Employment of Teachers in Catholic Schools in WA (2000)

## 1. The Employing Authority

1.1 In Diocesan accountable schools, the teacher is employed by the Bishop of the Diocese who delegates this power to the school board.

1.2 In Order accountable schools the teacher is employed by the Congregational Leader who may delegate this authority to a school board or principal.

## 2. The Fundamental Responsibilities of the Teacher

A teacher is required, under the direction of the Principal, to contribute actively towards;

2.1 the maintenance of the Catholicity of the school through a manner of life and stated beliefs which are in keeping with the teachings of the Catholic Church;

2.2 the promotion of the religious instruction and formation of pupils in accordance with the directives and requirements of the Catholic Education Commission and the Bishop of the Diocese;

2.3 the undertaking of appropriate accreditation programs, as required.

## 3. Duties

The teacher is required to—

- 3.1 perform such duties, teaching and non—teaching, as are customarily rostered and shared by all staff;
- 3.2 help ensure the provision of a Catholic perspective in the activities of the school;
- 3.3 model the leadership that is appropriate for all members of the school community;
- 3.4 keep abreast of current developments in educational theory and practice;
- 3.5 demonstrate a pastoral concern for each member of the school community.

#### 4. Other Matters

4.1 A full time teacher shall be permitted to engage in other employment provided that—

- (i) such employment does not affect the teacher's employment and professional responsibilities to the school, and
- (ii) the principal is notified

4.2 Any fraudulent misrepresentation in the teacher's curriculum vitae, or other documentation presented to the employer, which impacts on the employment contract of the teacher may result in the termination of the employment contract.

4.3 The teacher has the responsibility to advise the employer of any previous or current criminal convictions or proceedings that may conflict with the stated philosophy of a Catholic school and the objects of this agreement. The teacher acknowledges that the employer has the right to enquire about such convictions or proceedings, provided that the employer notifies the teacher of any inquiry prior to it being conducted.

#### 12.—CONTRACT OF SERVICE

(1) When a teacher accepts an appointment within the Catholic system in Western Australia for the first time, the appointment is probationary and as such the teacher is subject to professional appraisal in the second year of employment so as to confirm ongoing employment.

(2) (a) Except in the case of a relief or temporary teacher, the termination of the service of a teacher shall require a minimum of six weeks' notice by either party to take effect from the close of school business at the end of the school term.

(b) Provided that the requirements of this subclause may be waived in part or in whole by mutual agreement between the teacher and the employer. Any request to waive such notice shall not be unreasonably withheld by the employer, where it is deemed that the teacher has not been able to give the required notice through no fault of their own.

(c) Subject to the provisions of this subclause, failure to give the required notice shall make either party liable for the payment to the other party of an amount equivalent to the period of notice not given.

(d) When a teacher resigns, the employer reserves the right to withhold or recover an amount equivalent to any period of overpayment of salary. However, approval must be obtained from the Director of Catholic education before such action is proceeded with.

#### 13.—SALARIES

(1) The minimum annual rate of salary payable to teachers engaged in the classifications prescribed in Clause 11.—Salaries of the Award shall be—

Step	Salary (\$)
Step 1	24,156
Step 2	25,570
Step 3	30,924
Step 4	32,672
Step 5	33,964
Step 6	36,002
Step 7	37,395
Step 8	39,081
Step 9	41,827
Step 10	43,113
Step 11	44,898
Step 12	46,428
Step 13	48,264

(2) Notwithstanding subclause (1) of this clause, if, during the life of this Agreement, the Education Department of Western Australia salaries receive a further general increase, then the rates in (1) shall increase by that general increase from the same operative date as the EDWA increase.

(3) Subject to the provisions for implementing the classification set out in the Appendix to the Award, an appointee to a Senior Teacher classification shall be entitled to the following annual allowance—

- (a) Level One—3.2 % of the maximum total salary per annum as prescribed in subclause (1) of this clause.
- (b) Level Two—6.9% of the maximum total salary per annum as prescribed in subclause (1) of this clause.

(4) Notwithstanding the provisions of subclause (5) of Clause 11.—Salaries of the Award, relief teachers employed for five (5) days or less may be engaged by the day or half day. A half day is determined as the hours usually worked in a school prior to or immediately following the lunch break.

#### (5) Accreditation B Certificate

(a) The holding of the study component of a current Accreditation B Certificate would allow a 3 year trained teacher with the 2 years of full time equivalent experience at Step 9 to move to Step 10 from 1 July 2000 and to step 11 from 1 January 2002.

(b) Thereafter, progression from Step 9 to Step 10 and then to Step 11, shall be by biennial steps for 3 year trained teachers.

#### (6) Upgrading from a 3 year to a 4 year qualification

When a teacher upgrades their teaching qualification from 3 years to 4 years, then in calculating the new position on the incremental scale in sub-clause(1), all previous relevant full time equivalent experience shall count.

#### (7) Salary Packaging

Salary packaging in compliance with the Catholic Education Commission of Western Australia's statement shall be available to teachers from 1 July 2000.

#### 14.—DEFERRED SALARY SCHEME

Teachers may apply to have their salary payments deferred in accordance with the provisions of this clause.

#### (1) Eligibility

(a) Teachers who have been employed within the Catholic system for a minimum of two (2) years, including full time and part time teachers, are eligible to apply.

(b) Approval of applications will be determined by the employer based on the needs and requirements of the school.

#### (2) Period of Leave

(a) The period of leave will be for twelve (12) months, from 1 January to 31 December.

(b) Participants will not be able to return to a position at the same school during the 12 month leave period.

(c) Should alternative employment be sought during the year of leave, the teacher is to advise the employer.

(d) Should employment as a teacher be pursued within a Catholic school, only relief work may be undertaken by the teacher.

(e) The year of leave, the fifth year, will be taken in accordance with the conditions as prescribed within Clause 8—Leave, (3) Leave Without Pay of the Independent Schools' Teachers' Award.

#### (3) Payment of Salary

(a) During the four year accrual period participants in the scheme receive 80% of their normal fortnightly salary and will thus be taxed at this reduced rate of pay. Normal salary is defined as a teacher's normal fortnightly salary plus any associated teaching allowances.

In the fifth year, when leave is taken, the participants will receive the money contributed over the four year period. This amount can be paid fortnightly; in one lump sum payment; or two payments, one in each of the financial years.

(b) The participant will be taxed only on the amount actually received, in this case approximately 80% of the normal salary (including allowances). This is a significant taxation incentive for participants. It is recommended that, prior to entering into this scheme, prospective participants discuss taxation implications and other related issues with their accountant or financial adviser.

(c) It should be noted that interest is not paid on amounts accumulated during the accrual period. A taxation ruling prohibits such payment on the basis that people taking advantage of a taxation incentive cannot derive interest on those funds. Interest accrued will be utilised to offset the administrative costs of the fund.

#### (4) Suspension of Contributions

(a) Participation in the scheme will be suspended during any period of unpaid leave. Any period of unpaid leave will reduce payments into the fund and therefore proportionately reduce the accrued payment in the year of leave.

(b) A participant may elect to suspend contributions for a period of less than twelve months once during the accrual period. This will also reduce the accrued payment in the year of leave.

(c) The employer retains the discretionary authority to approve suspension for a period of twelve (12) months at the request of the participant. Such a suspension will extend the taking of the year of leave by one (1) year.

#### (5) Withdrawal

(a) The participant may withdraw from the scheme at any time by notifying the employer in writing. It should be noted that only the exact money paid into the scheme will be paid in a lump sum on withdrawal and no interest will be paid on this amount.

(b) The participant who withdraws from the scheme will be taxed on the lump sum payment and any other salary received during that financial year. Significant taxation implications may, therefore, apply.

#### (6) Long Service Leave, Sick Leave and Increment Entitlements

(a) A participant in the scheme will accrue the above entitlements at 100% of the normal accrual rate over the first four years only. The fifth year, the year of leave, is a non-accrual period.

(b) If a participant becomes eligible for long service leave during the fourth year of the deferred salary scheme, the long service leave entitlement will further be deferred and taken in the fifth year of the scheme or taken in the final term/semester of the fourth year of the scheme, or the first term/semester of the sixth year.

#### (7) Workers' Compensation

(a) Participants in the scheme are covered by workers' compensation during the first four years of the scheme at 100% of their normal salary. A participant in receipt of workers' compensation during the first four years may elect to continue in the deferred salary scheme or suspend their contributions until their return to full duties.

(b) Any period of suspension due to workers' compensation shall be undertaken in accordance with subclause (4) of this clause.

(c) During the fifth year, the year of leave, the participant is not covered by workers' compensation.

#### (8) Superannuation

Contributions are based on 100% of the participant's normal salary over the first four years only.

#### (9) Fund Management

The scheme will be managed by the Catholic Education Office. During the four year accrual period, schools will remit 20% of salary foregone to the Office on a two or four weekly basis. Participants will receive a statement from the Office at the end of each year showing the amount accumulated in the scheme. At the beginning of the fifth year, when leave is taken, the accumulated amount will be forwarded to the participant's school for payment through the school's payroll. All contributions to the scheme are guaranteed by the Catholic Education Office of WA.

#### (10) Portability

(a) Teachers are able to maintain their participation in the scheme should they transfer their employment between Catholic schools or to the Catholic Education Office.

(b) The teacher is obliged to notify the principal prior to appointment of their participation in the Deferred Salary Scheme and the date that leave is due to be taken.

(c) Participation in the Deferred Salary Scheme shall not impede an application for employment in a Catholic school.

#### (11) Implementation Date

(a) Applications are to be forwarded to the Principal by the close of business 31 August of the year prior to the year of commencement.

(b) Schools will endeavour to notify the teacher of the result of their applications by 31 October of the same year.

### 15.—PROMOTIONAL POSITIONS

(1) The minimum promotional allowance payable to teachers engaged in the classifications prescribed in Clause 11.—Salaries, subclause (7) of the Award shall be—

- (a) Promotion Level 1 Category A: 14.8% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.
- (b) Promotion Level 1 Category B: 12.5% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.
- (c) Promotion Level 1 Category C: 10.0% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.
- (d) Promotion Levels 2, 3 and 4 shall be paid 70%, 50% and 30% respectively of Promotion Level 1 of the appropriate school category.

(2) In lieu of subclause (1) of this clause, a school may—

- (a) after consultation with the staff and
- (b) with the agreement of the parties to this Agreement

opt to introduce a school based system of promotional positions to replace the arrangements in subclause (1).

(3) The structure and minimum promotional allowance payable to teachers engaged in the classifications prescribed in Clause 11.—Salaries, subclause (8), of the Award shall be as follows—

- (a) In schools with 100—300 students—
  - (i) one Assistant Principal at 15.5% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement; or
  - (ii) two Assistant Principals each at 7.75% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.
- (b) In schools greater than 300 students—
  - (i) two Assistant Principals each at 15.5% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement; or
  - (ii) three Assistant Principals each at 10.3% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.

### 16.—LOCATION ALLOWANCES

Teachers shall be paid the allowance provided for below in lieu of the allowance prescribed in subclause (1) of Clause 17.—Location Allowances of the Award.

Town	Full Rate Allowance \$/week	Half Rate Allowance \$/week
Balgo Hills	160.24	80.12
Boulder	14.42	7.21
Beagle Bay	145.36	72.68
Billiluna	160.24	80.12
Broome	104.97	52.48
Carnarvon	45.15	22.58
Derby	109.62	54.81
Esperance	27.11	13.56
Gibb River	160.24	80.12
Kalgoorlie	14.42	7.21
Karratha	108.38	54.19
Kununurra	137.68	68.89
Lake Gregory/Mulan	160.24	80.12
Lombadina	145.36	72.68
Mullewa	5.52	2.76
Port Hedland	101.07	50.54
Red Hill/Halls Creek	129.18	64.59
Ringer Soak	160.24	80.12
Southern Cross	26.48	13.24
Tardun	47.93	23.97
Turkey Creek	145.36	72.68
Wyndham	136.66	68.33

### 17.—SICK LEAVE

A medical certificate from a legally qualified medical practitioner shall be regarded as proof of sickness.

## 18.—FAMILY LEAVE

## (1) Use of sick leave

(a) A teacher with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill. Such leave shall not exceed five (5) days in any calendar year and is not cumulative.

(b) The teacher shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

## (c) The entitlement to use sick leave is subject to—

- (i) the teacher being responsible for the care of the person concerned; and
- (ii) the person concerned being either a member of the teacher's immediate family or a member of the teacher's household.

(d) The teacher shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the teacher, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the teacher to give prior notice of absence, the teacher shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

## (2) Use of unpaid leave

A teacher may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill.

(3) Nothing contained in this clause shall prevent a teacher from making application for leave as prescribed in Clause 8.-Leave, subclause (1) Special Leave of the Award.

## 19.—LONG SERVICE LEAVE

(1) As from 1 January 1995, a teacher's entitlement to paid long service leave for each year of service within the Catholic Education system, will accrue at the following rates—

- (a) up to ten years of continuous service, 1.3 weeks for each year of service;
- (b) for each subsequent year, 1.86 weeks for each year of service.

(2) Subject to subclause (5) of this clause, a teacher who has accrued a minimum entitlement of ten weeks' long service leave shall be entitled to take such leave.

(3) For any service prior to the 1st January 1995, the provisions of long service leave shall be that which is prescribed under the terms of the Award.

(4) The process required for the taking of leave shall be as follows—

- (a) the employer shall advise the teacher of his/her impending entitlement to take long service leave prior to the completion of term three in the year preceding the entitlement becoming due;
- (b) the teacher shall advise the employer no later than the commencement of term four of the preceding year of their intention or otherwise to take leave;
- (c) where an agreement has been reached for the taking of long service leave and circumstances arise that necessitates an adjustment of such leave, then any request for the adjustment shall not be unreasonably withheld.

(5) Where the continuous service of a teacher during the period of accrual contains any period which is less than full time then that teacher's entitlement shall be calculated as follows—

- (a) the number of weeks accrued shall be in accordance with subclause (1) above; and
- (b) payment for the period accrued shall be the average that the teacher's hours bears to that of a full time teacher over the accrual period.

(6) The teacher continues to accrue long service leave entitlement for any period during which the teacher is absent on full pay from his/her duties; long service leave does not accrue for any period exceeding two weeks during which the teacher is absent on unpaid leave.

(7) (a) For the purposes of calculating long service leave entitlement the employer shall allow a break of service up to two terms without penalty to the teacher. Such a break in service shall be deemed to be 'leave without pay' for the purposes of calculating that teacher's entitlement.

(b) The provisions of this subclause shall not prevail if a teacher has been paid a pro-rata payment for accrued long service leave at the time of the break of service.

(8) Vacation leave observed by the school shall count for the purposes of calculating a teacher's entitlement to long service leave.

(9) Any public holiday which occurs during the period a teacher is on long service leave shall be treated as part of the long service leave and extra days in lieu thereof shall not be granted.

(10) Where a teacher has become entitled to a period of long service leave in accordance with the clause, the teacher shall commence such leave as soon as possible after the accrual date by one of the following options, at a time mutually agreed between the employer and the teacher—

- (a) as a term with the excess entitlement being retained as unused accrued long service leave; or
- (b) as a semester, with approved leave without pay for that portion which exceeds the fully accrued long service leave entitlement; or
- (c) with the agreement of the employer, as a term with the excess entitlement being paid for in addition to the ordinary payment for such leave.
- (d) with the agreement of the employer and in special circumstances, a lesser period may be taken than that prescribed in this subclause

(Notation: For the purposes of this subclause a semester is defined as school terms 1 and 2 or 3 and 4.)

(11) Payment for long service leave shall be made in full before the teacher goes on leave, or by agreement between the teacher and the employer at the same time as the teacher's salary would have been paid if the teacher had remained at work.

(12) Where a teacher has completed at least 7 continuous years of service and employment is terminated—

- (a) by the teacher's death; or
- (b) in any circumstances, other than serious misconduct; the amount of leave shall be such as has accrued under the provisions of subclause (1) of this clause.

(13) In the case to which subclause (12) of this clause applies, and in any case in which the employment of the teacher who has become entitled to leave hereunder is terminated before such leave is taken or fully taken, the employer shall—

- (a) upon termination of employment otherwise than by death, pay to the teacher; or
- (b) upon termination of employment by death, pay to the personal representative of the teacher upon request by the personal representative,

a sum equivalent to the amount which would have been payable in respect of the period of leave to which he/she is entitled or deemed to have been entitled and which would have been taken but for such termination.

Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.

(14) Accrued long service leave entitlements are portable between all Catholic schools in Western Australia and those schools subject to the Catholic Schools Long Service Leave Interstate Portability Agreement.

## 20.—PARENTAL LEAVE

Subject to the terms of this clause, a teacher is entitled to maternity, paternity and adoption leave and to work part time in connection with the birth or adoption of a child.

**Part 1—Parental Leave**

## (1) Eligibility for Maternity and Paternity Leave

(a) If a teacher or the teacher's spouse becomes pregnant, the teacher shall, subject to the conditions hereunder, be entitled to parental leave in accordance with the provisions of this clause.

Conditions of eligibility—

- (i) The teacher is a full-time teacher or is a part-time teacher whose teaching allotment is not less than three hours per week, but not a relief teacher.
- (ii) The teacher has had not less than 12 months continuous service in Catholic education in Western Australia immediately preceding the date upon which the teacher proceeds on such leave.
- (iii) The teacher shall produce to the employer a certificate from a legally qualified medical practitioner stating the presumed date of confinement.
- (iv) The teacher shall produce a statutory declaration stating particulars of any period of parental leave sought or taken by the teacher's spouse and that for the period of parental leave the teacher will not engage in any action inconsistent with the teacher's contract of employment.

(b) Such leave shall be without pay.

(c) The teacher's entitlement shall be reduced by any period of parental leave taken by the teacher's spouse in relation to the same child and, apart from parental leave of up to one week at the time of confinement, shall not be taken concurrently.

(2) Single Period of Parental Leave and Commencement

(a) Subject to subclauses (3) and (6) hereof—

- (i) the period of maternity leave shall be for an unbroken period of from six (6) to one hundred and four (104) weeks and shall include a period of six (6) weeks compulsory leave to be taken immediately following confinement;
- (ii) the period of paternity leave shall be for an unbroken period of from one (1) to one hundred and four (104) weeks and shall include a period of one (1) week compulsory leave to be taken immediately following confinement.
- (iii) however, the period of leave for a replacement teacher shall not extend beyond the period for which they have been engaged as a replacement teacher.

(b) A teacher shall not less than ten (10) weeks prior to the presumed date of confinement produce to the employer the certificate referred to in subclause (1)(a)(iii) and give notice in writing to the employer setting out the presumed date of confinement and the date upon which the teacher proposes to commence parental leave stating the period of leave to be taken.

(c) An employer by not less than fourteen (14) days' notice in writing to the teacher, may require the teacher to commence maternity leave at anytime within the six (6) weeks immediately prior to her presumed date of confinement, except where the teacher can produce a medical certificate from the legally qualified medical practitioner in subclause (1)(a)(iii) stating that they are fit to continue normal duties during the six (6) weeks prior to the presumed date of confinement.

(d) A teacher shall not be in breach of this provision as a consequence of failure to give the stipulated period of notice in accordance with paragraph (c) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.

(3) Further period of Parental Leave resulting from a subsequent pregnancy

(a) For the purposes of this clause a further period of parental leave shall mean a period of parental leave resulting from a subsequent pregnancy taken without a return to work from an initial period of parental leave and shall be deemed to be a new and separate period of parental leave.

(b) When a teacher who is already on parental leave under this clause applies for a further period of leave because of a subsequent pregnancy, the period of parental leave shall be for an agreed period and shall commence from the date of confinement and shall cease at either the start of the next school year or the start of the year following as determined by the teacher.

(c) Application for a subsequent period of parental leave shall comply with the provisions contained in subclauses (1) and (2) above, save that this will not require a teacher currently on paternity leave to return to work during the period

of compulsory maternity leave of the mother following the birth of another child.

(4) Transfer to a Safe Job prior to Maternity Leave

(a) When in the opinion of a legally qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the teacher make it inadvisable for the teacher to continue at her present work the teacher shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

(b) If the transfer to a safe job is not practicable, the teacher may, or the employer may require the teacher to take leave for such period as is certified necessary by a legally qualified medical practitioner and such leave shall be treated as maternity leave for the purposes of subclauses (9), (10), (11) and (13) hereof.

(5) Variation of Maternity Leave

(a) Provided the addition does not extend each period of parental leave beyond one hundred and four (104) weeks, the period may be lengthened only once (save with the agreement of the employer) by the teacher giving not less than seven (7) weeks notice in writing stating the period by which the leave is to be lengthened.

(b) The period of leave may, with the consent of the employer, be shortened by the teacher giving not less than seven (7) working weeks notice in writing stating the period by which the leave is to be shortened.

(c) The provisions of paragraphs (a) and (b) hereof do not apply to those teachers taking further periods of leave, unless the employer consents.

(6) Cancellation of Parental Leave

(a) Parental leave applied for but not commenced shall be cancelled where the pregnancy of a teacher or the teacher's spouse terminates other than by the birth of a living child.

(b) Where the pregnancy of a teacher then on maternity leave terminates other than by the birth of a living child, it shall be the right of the teacher to resume work at a time nominated by the employer (which shall be no later than the beginning of the next succeeding term from the date of the notice in writing by the teacher to the employer that she wishes to resume work).

(c) In this case the teacher may undertake temporary employment with another employer without affecting his/her contract of service with the school from which he/she took leave.

(7) Special Maternity Leave and Sick Leave

(a) Where the pregnancy of a teacher not then on maternity leave terminates after twenty-eight (28) weeks other than by the birth of a living child, then—

- (i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a legally qualified medical practitioner certifies as necessary before her return to work; or
- (ii) for illness other than the normal consequences of confinement she shall be entitled either in lieu of or in addition to special maternity leave to such paid sick leave to which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work.

(b) Where a teacher not then on maternity leave suffers illness related to her pregnancy, she may take such sick leave to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a legally qualified medical practitioner certifies as necessary before her return to work provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed one hundred and four (104) weeks for the first period of maternity leave.

(c) For the purposes of subclauses (8), (9) and (10) hereof maternity leave shall include special maternity leave.

(d) A teacher returning to work after a period of leave taken pursuant to this subclause shall, subject to paragraph (e), be entitled to a position commensurate with her qualifications, experience and previous classification.

(e) A part-time teacher shall be entitled to return to a position which includes the same number of hours per week but not necessarily the same times or class levels.

**(8) Parental Leave and Other Entitlements**

Provided the aggregate of leave, including leave taken pursuant to subclauses (4) and (7) hereof, does not exceed one hundred and four (104) weeks for each period of parental leave or does not negate the obligation to return to work at the beginning of the school year for further periods of parental leave as defined in subclause (3)(a);

(a) a teacher may in lieu of or in conjunction with parental leave take any annual leave or long service leave or any part thereof to which the teacher is then entitled;

(b) paid leave other than long service leave is not available to a teacher during the teacher's absence on parental leave.

**(9) Effect of Parental Leave on Employment**

Notwithstanding any provision to the contrary, absence on parental leave shall not break the continuity of service of a teacher but shall not be taken into account in calculating the period of service for any purpose of this Agreement.

**(10) Termination of Employment**

(a) A teacher on parental leave may terminate employment at any time during the period of leave by due notice given.

(b) An employer shall not terminate the employment of a teacher on the grounds of pregnancy or absence on parental leave but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

**(11) Return to work after a single period of Parental Leave**

(a) Except as provided in paragraph (b) hereof, a teacher will return to work only from the beginning of a school term, preferably from the beginning of a school year and will indicate an intention of returning to work by giving in writing not less than seven (7) working weeks' notice wholly within a school term, that notice to be immediately prior to the proposed school term of commencement.

(b) An employer may by agreement with the teacher arrange for a teacher to return to work at some date other than the commencement of a school term.

(c) Provided the notice required pursuant to paragraph (a) above has been given, a teacher shall be entitled to a position commensurate with the teacher's qualifications, experience and previous classification.

(d) A part-time teacher shall be entitled to return to a position which includes the same number of hours per week, but not necessarily the same times or class levels.

(e) If no confirmation of an intention to return is received, the employer shall take reasonable steps of inquiry prior to making other arrangements.

**(12) Return to work from a further period of parental leave resulting from a subsequent pregnancy**

(a) A teacher will return to work only from the beginning of a school year and will indicate an intention of returning to work by giving in writing not less than seven (7) working weeks notice wholly within a school term in the school year prior to the intended return.

(b) Return to work from a further period of parental leave resulting from a subsequent pregnancy will comply with subclause (11) paragraphs (b), (c), (d) and (e).

**(13) Replacement Teachers**

(a) A teacher specifically engaged as a result of a teacher proceeding on parental leave will normally be a replacement teacher provided however that such replacement teacher does not have to fill the position vacated by the teacher proceeding on parental leave.

(b) Before an employer engages a replacement teacher under this subclause, the employer shall inform that person of the temporary nature of the employment and the rights of the teacher who is being replaced.

(c) Before an employer temporarily promotes or transfers a teacher to replace a teacher exercising rights under this clause the employer shall inform that person of the temporary nature of the promotion or transfer and the rights of the teacher who is being replaced.

(d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement teacher.

**Part 2—Adoption Leave****(1) Definitions**

In this subclause

“child”, in relation to a teacher, means a person under the age of 5 years who is placed with the teacher for the purposes of adoption and who has not previously lived continuously with the teacher for a period of 6 months or more or is not a child or step-child of the teacher or of the spouse of the teacher.

“primary care-giver” means a person who assumes the principal role of providing care and attention to a child.

“relative adoption” occurs where a child is adopted by a parent, a spouse of a parent or another relative, being a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

**(2) Eligibility for adoption leave**

(a) A teacher is, on production to the employer of the documentation required by subclause (3) below entitled to one or two periods of adoption leave, the total of which must not exceed 104 weeks in the following circumstances—

(i) An unbroken period of up to 3 weeks at a time of the placement of the child (referred to in this subclause as “short adoption leave”);

(ii) An unbroken period of up to 104 weeks from the time of the placement of the child in order to be the primary care-giver of the child (referred to in this clause as “extended adoption leave”). This entitlement is to be reduced by any period of short adoption leave taken and the aggregate of any periods of adoption leave taken or to be taken by the teacher's spouse in relation to the same child. Save that for a replacement or relieving teacher, that period of leave shall not extend beyond the period for which they have been engaged as a replacement or relieving teacher;

(b) Extended adoption leave is not to be taken concurrently with adoption leave taken by the teacher's spouse in relation to the same child.

(c) The teacher must have had at least one year of continuous service within Catholic education in Western Australia immediately preceding the date on which the teacher commences either period of leave.

**(3) Certification**

(a) Before taking adoption leave, the teacher must produce to the employer a statement from an adoption agency or another appropriate body of the expected date of placement of the child with the teacher for adoption purposes; or a statement from the appropriate government authority confirming that the teacher is to have custody of the child pending application for an adoption order.

(b) In relation to any period of extended adoption leave to be taken, the teacher must also produce a statutory declaration—

(i) stating that the teacher is seeking that period of adoption leave to become the primary care-giver of the child; and

(ii) stating particulars of any period of adoption leave sought or taken by the teacher's spouse; and

(iii) stating the teacher's agreement that for the period of the teacher's adoption leave the teacher will not engage in any action inconsistent with the teacher's contract of employment.

**(4) Notice requirements**

(a) On receiving notice of approval for adoption purposes, a teacher must notify the employer of the approval and within two (2) months after receiving notice of the approval, must further notify the employer of the period or periods of adoption leave which the teacher proposes to take. In the case of a relative adoption, the teacher must so notify the employer on deciding to take a child into custody pending an application for an adoption order.

(b) A teacher who commences employment with an employer after the date of approval for adoption purposes must notify the employer of that date on commencing employment and of the period of adoption leave which the teacher proposes to take.

(c) A teacher must, as soon as the teacher is aware of the expected date of placement of a child for adoption purposes but no later than fourteen (14) days before the expected date of placement, give notice in writing to the employer of that date, and of the date of commencement of any period of short adoption leave to be taken.

(d) A teacher must, at least seven (7) weeks before the proposed date of commencing any period of extended adoption leave to be taken, give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.

(e) A teacher shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with paragraphs (c) or (d) hereof if the failure is caused by—

- (i) the requirement of an adoption agency for the teacher to accept earlier or later placement of a child; or
- (ii) the death of the teacher's spouse.

(5) Variation of period of adoption leave

(a) Provided the addition does not extend adoption leave beyond 104 weeks, the period of extended adoption leave may be lengthened once only by the teacher giving not less than twenty-one (21) days notice in writing stating the period by which the leave is to be lengthened.

(b) The period may be further lengthened by agreement between the employer and the teacher.

(c) The period of extended adoption leave may, with the consent of the employer, be shortened by the teacher giving not less than seven (7) working weeks notice in writing stating the period by which the leave is to be shortened.

(6) Cancellation of adoption leave

(a) Adoption leave, applied for but not commenced, is cancelled should the placement of the child not proceed.

(b) If the placement of a child for adoption purposes with a teacher then on adoption leave does not proceed or continue, it shall be the right of the teacher to resume work at a time nominated by the employer (which shall be no later than the beginning of the next succeeding term from the date of the notice in writing by the teacher to the employer that the teacher wishes to resume work).

(d) In this case, the teacher may undertake temporary employment with another employer without affecting his/her contract of service with the school from which he/she took leave.

(7) Special Adoption leave

The employer must grant to any teacher who is seeking to adopt a child any leave not exceeding two (2) days (paid or otherwise), that is required by the teacher to attend any compulsory interviews or examinations that are necessary as part of the adoption procedure.

(8) Adoption leave and other entitlements

(a) So long as the aggregate of any leave, including leave taken under this subclause does not exceed 104 weeks, a teacher may, instead of or in conjunction with adoption leave, take any annual leave or long service leave or any part of it to which the teacher is entitled.

(b) Paid leave other than long service leave is not available to a teacher during the teacher's absence on adoption leave.

(9) Effect of adoption leave on employment

Notwithstanding any provision to the contrary, absence on adoption leave shall not break the continuity of service of a teacher but shall not be taken into account in calculating the period of service for any purpose of this Agreement provided that absence on adoption leave shall count for purposes of subclause (2)(c) above.

(10) Termination of employment

(a) A teacher on adoption leave may terminate employment at any time during the period of leave by due notice given.

(b) An employer shall not terminate the employment of a teacher on the ground of the teacher's absence on adoption leave but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(11) Return to work after adoption leave

(a) Except as provided in paragraph (b) hereof, a teacher will return to work only from the beginning of a school term,

preferably from the beginning of a school year and will indicate an intention of returning to work by giving in writing not less than seven (7) weeks' notice, that notice to be immediately prior to the proposed school term of commencement.

(b) An employer may by agreement with the teacher arrange for a teacher to return to work at some date other than the commencement of a school term.

(c) Provided the notice required pursuant to subclause (a) above has been given, a teacher shall be entitled to a position commensurate with the teacher's qualifications, experience and previous classification.

(d) A part-time teacher shall be entitled to return to a position which includes the same number of hours per week, but not necessarily the same times or class levels.

(e) If no confirmation of an intention to return is received, the employer shall take reasonable steps of inquiry prior to making other arrangements.

(12) Replacement Teachers

(a) A teacher specifically engaged as a result of a teacher proceeding on adoption leave will normally be a replacement teacher provided however that such replacement teacher does not have to fill the position vacated by the teacher proceeding on adoption leave.

(b) Before an employer engages a replacement teacher under this subclause, the employer shall inform that person of the temporary nature of the employment and the rights of the teacher who is being replaced.

(c) Before an employer temporarily promotes or transfers a teacher to replace a teacher exercising rights under this clause the employer shall inform that person of the temporary nature of the promotion or transfer and the rights of the teacher who is being replaced.

(d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement teacher.

**Part 3—Part-time Work**

(1) Definitions

In this subclause

“Female teacher” means an employed female who is pregnant or is caring for a child whom she has borne or a child who has been placed with her for adoption purposes.

“Male teacher” means an employed male who is caring for a child of his spouse or a child placed with the teacher for adoption purposes.

“Part-time employment” means work of a lesser number of hours than constitutes full-time work under this Agreement, but does not include temporary or casual work.

“Former position” means the position held by a teacher immediately before commencing part-time employment under this subclause or, if such position no longer exists but there are other positions available for which the teacher is qualified and capable of performing, a position as nearly as possible comparable in status and pay to that of the position held by the teacher immediately before commencing part-time work.

(2) Entitlement

With the agreement of the employer—

(a) a female teacher may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy necessary or desirable;

(b) a female teacher may work part-time in one or more periods at any time from the seventh week after the date of the birth of the child until its third birthday;

(c) a male teacher may work part-time in one or more periods at any time from the date of the birth of the child until its third birthday;

(e) in relation to adoption, a female or male teacher may work part-time in one or more periods at any time from the date of placement of the child until the third anniversary of that date.

(3) Return to former position

(a) A teacher who has had at least one year of continuous service within Catholic education in Western Australia

immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to their former position.

(b) Nothing in paragraph (a) hereof shall prevent the employer from permitting the teacher to return to their former position after a second or subsequent period of part-time employment.

(4) Effect of part-time work on continuous service

Under this Agreement, commencement on part-time employment under this subclause and return from part-time employment to full-time employment under this subclause does not break the continuity of service of a teacher.

(5) Pro-rata entitlements

Subject to the provisions of this subclause and the matters agreed to in subclause (6) hereof, part-time employment shall be in accordance with the provisions of the Award and/or this Agreement and shall apply pro-rata.

(6) Part-time Work Agreement

(a) Before commencing a period of part-time employment under this subclause the employer and the teacher shall agree—

- (i) that the teacher may work part-time;
- (ii) upon the hours to be worked by the teacher, the days upon which they will be worked and the commencing times for the work;
- (iii) upon the period of part-time employment.

(b) The terms of this agreement may be varied by consent.

(c) The terms of this agreement and any variation to it shall be in writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the teacher by the employer.

(d) The work to be performed part-time need not be the work performed by the teacher in the teacher's former position but shall be work commensurate with the teacher's qualifications, experience and previous classification.

(e) An employer may request, but not require, a teacher working part-time under this clause to work outside or in excess of the teacher's ordinary hours of duty provided for in accordance with paragraph (a) hereof.

(7) Termination of Employment

(a) The employment of a part-time teacher under this clause may be terminated in accordance with the provisions of the Award and/or this Agreement but may not be terminated by the employer because the teacher has exercised or proposes to exercise any rights under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.

(b) Any termination benefits payable to a teacher whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time teacher as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time teacher on a pro-rata basis.

(8) Replacement Teachers

(a) A teacher specifically engaged as a result of a teacher proceeding on part-time employment under this subclause will normally be a replacement teacher.

(b) Before an employer engages a replacement teacher under this subclause, the employer shall inform that person of the temporary nature of the employment and the rights of the teacher who is being replaced.

(c) Before an employer temporarily promotes or transfers a teacher to replace a teacher exercising rights under this clause the employer shall inform that person of the temporary nature of the promotion or transfer and the rights of the teacher who is being replaced.

(d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement teacher.

## 21.—REDUNDANCY PROVISIONS

(1) Should a position in a Catholic school become redundant then the provisions of—

- (a) the Workplace Relations Act (1996); and/or
  - (b) the Catholic Education Commission of Western Australia policy on redundancy; and/or
  - (c) this Agreement,
- whichever is the greater, shall apply.

(2) In calculating the years of service of a teacher, all continuous service within Catholic schools in Western Australia will be considered and not only the service completed at the current school.

(3) Where a school proposes to make one or more teaching positions redundant the employer shall make redundancy payments to the teachers made redundant—

<u>Period of Service</u>	<u>Weeks of severance pay.</u>
Less than 1 year	Nil
One year and less than two years	4 weeks
Two years and less than three years	6 weeks
Three years and less than four years	7 weeks
Four years and above	2 weeks per year of service to a maximum of 16 weeks.

(4) When the employer identifies a potential redundancy and before a teacher is named as the person whose position has been declared redundant, the employer shall offer all teachers at that school the opportunity to take leave without pay for a period of one school year or such a period to resolve the potential redundancy. Where a suitable application is received that resolves the potential redundancy, then the teacher shall be granted leave without pay for the period.

(5) Continuity of service for all purposes of the Award and/or this Agreement shall apply where a teacher has been made redundant and is re-employed by a Catholic school within six months.

(6) If during the life of this Agreement the Australian Industrial Relations Commission moves to a new redundancy standard in excess of the provisions of this clause, then the new standard will apply and as such the parties agree to amend this Agreement accordingly.

(7) Notwithstanding the other provisions of this clause, nothing shall prevent the parties from negotiating a redundancy settlement in excess of the provisions as determined in subclause (3) of this clause.

## 22.—PLAYGROUND DUTY

Where a teacher is required to perform playground supervision, such supervision shall be so rostered as to allow a fair and reasonable midday meal break.

## 23.—FLEXIBILITY IN THE SCHOOL DAY/YEAR

(1) Flexible working hours for teachers may be implemented at schools where an improved curriculum can be offered, or more effective and efficient use of resources occurs.

The following criteria shall be applied prior to the implementation of flexible hours—

- (a) a consultative process to occur at school level involving all stakeholders, including the ISSOA, school decision making groups, parents, students and staff;
- (b) issues such as duty of care, health, safety and welfare, equity and other legislative requirements allowed for;
- (c) workloads and career aspirations have been considered;
- (d) individual circumstances have been fairly and reasonably considered;
- (e) the distribution of hours to be equitable.

(2) Specifically excluded from these flexibility arrangements are increased working hours for teachers.

## 24.—MANNER OF LIFE

(1) Where an allegation has been made against a teacher with regard to the teacher's manner of life and/or stated

beliefs which may be in breach of Clause 11.—Conditions of Employment, subclause (2)(a) of this Agreement, the following procedures shall apply—

(2) The Allegation

(a) Any allegation for breach of this clause shall be directed to the Principal of the school in which the teacher is employed and shall be in writing stating—

- (i) the nature of the allegation;
- (ii) the proof supporting the allegation; and
- (iii) the source of the allegation.

(b) The person/s making the allegation must have direct knowledge of the alleged breach and shall be required to support the allegation in conformity with the provisions as outlined in paragraph (a) of this subclause.

(c) The Principal and/or the person/s making the allegation should observe confidentiality at all times and the Principal shall advise such person/s of the seriousness of their allegation and counsel such person/s of the consequences of malicious, false or exaggerated allegations.

(d) The employer shall record the details of the allegation and where necessary clarify any matter pertaining to the allegation.

(3) Advising the Teacher

(a) (i) Should the employer determine that the allegation cannot be sustained, the matter shall be discontinued and the person/s making the allegation advised accordingly.

(ii) Should the circumstances warrant, the employer may advise the teacher of the allegation and the outcome as prescribed in paragraph (a)(i) of this subclause.

(b) If the employer determines that the allegation needs to be acted upon, he/she shall advise the teacher in writing stating—

- (i) the nature of the allegation;
- (ii) the proof supporting the allegation;
- (iii) the source of the allegation;
- (iv) the potential consequences if the allegation is proven;
- (v) that the teacher is not required to answer the allegation immediately but may elect to seek the appropriate advice and representation; and
- (vi) a reasonable time frame for a response.

(4) Where an allegation for breach of this clause has been confirmed by the teacher, the teacher shall be offered the opportunity to rectify the matter where possible, in a manner agreed between the teacher and the employer. Such agreement shall be in writing.

(5) Should the matter not be resolved in accordance with subclauses (3) or (4) of this clause, the provisions of Clause 30.—Dispute Avoidance and Grievance Procedures of this Agreement shall apply.

## 25.—PROFESSIONAL DEVELOPMENT

Professional development has as its priority the upgrading of professional knowledge and skills. Both the school and the teacher should share the responsibility of teachers' professional development.

In addition to courses provided in school hours, the parties accept that courses outside of school hours should be made available to teachers. Access to such courses should be at the discretion of the teacher.

## 26.—PROFESSIONAL RESPONSIBILITIES

(1) The parties recognise that there is a wide range of duties and responsibilities involved in the profession of teaching.

(2) The parties recognise that the following principles apply in addressing the fair and reasonable participation of teachers—

- (a) Much of the life and culture of the school is derived from school activities involving teachers and students conducted outside regular classroom contact;
- (b) The efforts of teachers who contribute significantly to the life and values of the school should be recognised;
- (c) Duty of care responsibilities must be considered in the planning of all activities conducted by the school;

(d) There will be collaborative planning between school and staff in the allocation of teachers to all activities conducted by the school;

(e) The competence, skills and qualifications of teachers, including part-time teachers, will be considered in the planning and allocating of activities conducted by the school, having regard for the teacher's professional development and family responsibilities;

(f) Some schools may have expanded educational programs which may require flexible employment arrangements.

## 27.—SUMMATIVE APPRAISAL

During the life of this Agreement, all forms of teacher appraisal (including Summative and Senior Teacher appraisal) will be re-negotiated.

## 28.—PART TIME TEACHERS

### (1) Contract of employment

(a) In engaging a part time teacher schools will recognise that part time teachers are entitled to supplement their income through other employment.

(b) The number of hours of scheduled class time and professional responsibilities and duties of a part time teacher shall be set out in writing by the employer at the time of engagement and at any other time when a variation occurs.

(2) A part time teacher's weekly rate of pay shall be assessed according to the following formula—

$$\frac{\text{Hours worked}}{\text{Full time teachers' hours}} \times \frac{\text{the appropriate}}{\text{full time salary}}$$

*Note: Hours = the number of hours of scheduled class time for the teacher*

(3) A part time teacher in a Primary School shall be given a proportional amount of release time for planning and preparation as given to a full time teacher in that school.

(4) A part time teacher shall be expected to undertake a proportional number of additional duties normally expected of a full time teacher in that school, provided that those duties fall at times adjoining that teacher's normal scheduled classroom teaching hours or on a usual day of employment, e.g. yard supervision, staff meetings, etc.

### (5) Additional hours

(a) Where an employer requires and the part time teacher agrees to work additional hours, the teacher shall be paid for each additional hour or part thereof at that teacher's normal part-time hourly rate of pay.

(b) Such additional hours worked under this arrangement shall not result in proportionate adjustments under any other clause in the Award or this Agreement.

### (6) Variation of hours

(a) The school may vary the teaching load of a part time teacher from the beginning of each school year with 6 weeks notice or at any time by agreement with the teacher.

(b) In the absence of the required notice as per subclause (a) and provided that the change involves a decrease in salary, the teacher's salary will be maintained at its former level for the period of the notice not given.

## 29.—SPECIAL LEAVE

(a) A teacher shall, on sufficient cause being shown, be granted special leave with pay.

(b) "Sufficient cause" is defined as a matter or situation for which—

- (i) no other paid leave is available
- (ii) no other arrangements can reasonably be made
- (iii) the absence from duty is required due to pressing necessity.

(c) The period determined at the discretion of the employer having regard to all of the circumstances but would not normally exceed 3 days for any one instance.

## 30.—DISPUTE AVOIDANCE AND GRIEVANCE PROCEDURE

(1) The objective of these procedures is the avoidance and resolution of industrial disputation by measures based on consultation, co-operation and negotiation and the parties to a

dispute shall make reasonable attempts to resolve the matter by mutual discussion and determination.

(2) Without prejudice to either party, the parties to this Agreement shall ensure the continuation of work in accordance with the Award, this Agreement and the custom and practice in Catholic Schools in Western Australia.

(3) (a) In the event of any matter arising which is of concern, the teacher shall discuss this matter with the Principal or his/her nominee.

(b) If the matter is not resolved at this level, the teacher and/or the Principal may refer the matter to the Independent Schools Salaried Officers' Association and/or the Catholic Education Office (Employee and Community Relations Team).

(In an attempt to resolve the matter it may be necessary to have formal discussion between the ISSOA and the Director of Catholic Education in Western Australia.)

(c) If the matter cannot be resolved at this level it may be referred to the Western Australian Industrial Relations Commission.

(4) Nothing contained in this procedure shall prevent the Secretary of the ISSOA or his/her nominee or the Director of Catholic Education in Western Australia or his/her nominee from entering into negotiations at any level either at the request of any of the parties to the dispute or on their own initiative in respect of matters in dispute should such action be considered conducive to achieving resolution of the dispute.

31.—SIGNATURES

.....  
 (Signature)  
 (Name of signatory in block letters)  
 The Roman Catholic Bishop of Geraldton  
 .....  
 (Signature)  
 (Name of signatory in block letters)  
 Independent Schools Salaried Officers'  
 Association of Western Australia,  
 Industrial Union of Workers

SCHEDULE 1

REMOTE AREA PACKAGE

This package introduces a set of allowances and conditions for teachers in schools which currently receive a Location Allowance as prescribed in Clause 16.—Location Allowance of this Agreement.

DEFINITION

“Dependant” in relation to an employee as covered by this Schedule shall take on the definition as described by the Australian Taxation Office for such purposes.

The income used as a dependency test shall be adjusted on 30 June each year in accordance with variations to the taxable limit for earnings for the dependant spouse rebate.

1. AIR CONDITIONING REIMBURSEMENT

(a) An airconditioning reimbursement will be paid to teachers to defray electricity expenses incurred by the running of air conditioners during defined months.

(b) The air conditioning reimbursement is administered by the school.

(c) The airconditioning reimbursement is paid to teachers on presentation of a paid electricity account.

(d) The air conditioning reimbursement operates on the basis that any given town attracts a rebate based on set criteria e.g.

- prescribed months.
- day and night.
- electricity unit cost.

(e) Full rates are received by teaching staff with dependants.

Half rates are received by teaching staff with no dependants.

If three employees are sharing accommodation and have no dependants, each will receive a third of the reimbursement.

*For example, Wyndham is entitled to an air conditioning reimbursement for the months of September to May on both day and night criteria. The allocation of electrical units is 448 for day criteria and 672 for night criteria, a total of 1120 units. The rebate per unit of electricity is 12.75 cents.*

*On this basis the annual air conditioning reimbursement for a three bedroom house in Wyndham occupied by a teacher with dependants would be as follows—*

*1120 units x 9 months x 12.75 cents per unit*

*Total = \$1285.20 / 26.08 weeks = \$49.28 fortnightly air conditioning reimbursement.*

(f) The cost of the electricity per unit may differ from one location to another. The electricity unit cost that is being charged at each location has been utilised when determining the air conditioning reimbursement. The reimbursement rates set out in Table Two of this schedule are subject to annual review of the unit cost of electricity with Western Power.

(g) The following table details the criteria applied in determining the air conditioning reimbursement—

Table One

Location	Centre Status	Night Criteria		Day Criteria	
		Period	Months	Period	Months
Balgo Hills	Remote	Oct-Mar	6	Oct-Mar	6
Beagle Bay	Isolated	Oct-April	7	Oct-April	7
Billiluna	Remote	Oct-Mar	6	Oct-Mar	6
Boulder	Town	-	0	Jan-Mar	3
Broome	Town	Oct-April	7	Oct-April	7
Carnarvon	Town	Jan-Mar	3	Jan-Feb	2
Derby	Town	Oct-April	7	Sep-April	8
Gibb River	Remote	Sep-May	9	Sep-May	9
Kalgoorlie	Town	-	0	Jan-Mar	3
Karratha	Town	Nov-April	6	Oct-April	7
Kununurra	Town	Oct-Mar	6	Sep-April	8
Lake Gregory / Mulan	Remote	Oct-Mar	6	Oct-Mar	6
Lombadina	Isolated	Oct-April	7	Oct-April	7
Port Hedland	Town	Nov-April	6	Oct-April	7
Red Hill / Halls Creek	Town	Nov-Mar	5	Oct-April	7
Ringer Soak / Yaruman	Remote	Oct-Mar	6	Oct-Mar	6
Southern Cross	Town	-	0	Jan-Mar	3
Turkey Creek / Warmun	Isolated	Oct-Mar	6	Sep-April	8
Wyndham	Town	Sep-May	9	Sep-May	9

(h) The air conditioning reimbursement for the locations as mentioned above are as follows—

Table Two

Location	Centre Status	Half Rate
Balgo Hills	Remote	\$16.43 per fortnight
Beagle Bay	Isolated	\$19.17 per fortnight
Billiluna	Remote	\$16.43 per fortnight
Broome	Town	\$19.17 per fortnight
Boulder	Town	\$3.29 per fortnight
Carnarvon	Town	\$7.12 per fortnight
Derby	Town	\$20.26 per fortnight
Gibb River	Remote	\$24.64 per fortnight
Kalgoorlie	Town	\$3.29 per fortnight
Karratha	Town	\$17.52 per fortnight
Kununurra	Town	\$18.62 per fortnight
Lake Gregory / Mulan	Remote	\$16.43 per fortnight
Lombadina	Isolated	\$19.17 per fortnight
Port Hedland	Town	\$17.42 per fortnight
Red Hill / Halls Creek	Town	\$15.88 per fortnight
Ringer Soak / Yaruman	Remote	\$16.43 per fortnight
Southern Cross	Town	\$3.29 per fortnight
Turkey Creek / Warmun	Isolated	\$18.62 per fortnight
Wyndham	Town	\$24.64 per fortnight

It should be noted that—

- (i) The rates listed above are half rates, received by teaching staff with no dependants. The full rate (twice the above amount) is received by teaching staff with dependants.
- (ii) Part time staff receive pro rata reimbursement, dependent upon their part time fraction.

2. ELECTRICITY CHARGES

(a) In those locations where the electricity cost is higher than those charged in areas serviced by Western Power, the additional electricity costs in excess of the standard unit costs (over and above the air conditioning reimbursement) are met by the school. The electricity unit cost reimbursement rate is subject to annual review with Western Power.

For example, if the electricity costs in town A is 29.96 cents per unit and the standard rate of electricity from Western Power is 12.75 cents per unit, the school will then cover the difference of 17.21 cents per unit less the air conditioning component already met.

In other words, the school will pay its portion of the total electricity bill i.e. the number of electrical units used x 17.21 cents and then pass the outstanding amount on to the teacher for payment.

(b) In those locations where electricity is not charged, or is charged at a rate below that prescribed in Table Two, reimbursement for air conditioning will not apply.

### 3. LOCATION ALLOWANCES

(a) Location Allowances are provided to offset the additional living expenses incurred in remote and isolated areas.

(b) The North West region is categorised into three (3) zones—

**Town Centre:** Broome, Carnarvon, Derby, Karratha, Kununurra, Port Hedland, Red Hill / Halls Creek and Wyndham.

**Isolated Centre:** Beagle Bay, Lombadina and Turkey Creek / Warmun.

**Remote Area:** Balgo Hills, Billiluna, Gibb River, Lake Gregory / Mulan and Ringer Soak / Yaruman.

Other centres which receive a Location Allowance are categorised as follows—

**Town Centre:** Boulder, Esperance, Kalgoorlie, Mullewa and Southern Cross.

**Isolated Centre:** Tardun.

(c) Full rates are received by teaching staff with dependants.

Half rates are received by teaching staff with no dependants.

(d) The allowances payable are those prescribed in Clause 16.—Location Allowance of this Agreement payable from 1 January 2000 as illustrated in the following table—

Table Three

Location	Full Rate Allowance \$ per week	Half Rate Allowance \$ per week
Balgo Hills	160.24	80.12
Boulder	14.42	7.21
Beagle Bay	145.36	72.68
Billiluna	160.24	80.12
Broome	104.97	52.48
Carnarvon	45.15	22.58
Derby	109.62	54.81
Esperance	27.11	13.56
Gibb River	160.24	80.12
Kalgoorlie	14.42	7.21
Karratha	108.38	54.19
Kununurra	137.68	68.89
Lake Gregory / Mulan	160.24	80.12
Lombadina	145.36	72.68
Mullewa	26.48	13.24
Port Hedland	101.07	50.54
Red Hill / Halls Creek	129.18	64.59
Ringer Soak / Yaruman	160.24	80.12
Southern Cross	26.48	13.24
Tardun	47.93	23.97
Turkey Creek / Warmun	145.36	72.68
Wyndham	136.66	68.33

(e) The above allowances as prescribed in Clause 16.—Location Allowance of this Agreement are subject to annual review in line with the Education Department of Western Australia rates.

### 4. TRANSPORTATION OF PERSONAL GOODS AND EFFECTS: RELOCATION REIMBURSEMENT

(a) Housing in isolated and remote zones is fully furnished, while housing in town zones is partially furnished. Therefore, the potential for the transportation of personal effects will be greater in town zones. It is for this reason that transport reimbursements are applied differentially to the three zones within Western Australia.

Zone	Table Four	
	Half Rate Allowance	Full Rate Allowance
<b>TOWN</b>		
CEO Housing	10 Cubic Mtrs	20 Cubic Mtrs
Private Housing	15 Cubic Mtrs	30 Cubic Mtrs
<b>ISOLATED</b>	8 Cubic Mtrs	16 Cubic Mtrs
<b>REMOTE</b>	8 Cubic Mtrs	16 Cubic Mtrs

(b) This reimbursement applies to—

- teachers being appointed to any region which receives a Location Allowance as prescribed in Clause 16.—Location Allowance of this Agreement.
- teachers moving to another location as prescribed in Clause 16.—Location Allowance of this Agreement or out of the those regions as prescribed in Clause 16.—Location Allowance of this Agreement (after a two year period at the same school).

(c) Administration of the reimbursement of transportation costs will be undertaken by each school. The new appointee will arrange transportation of personal effects up to the prescribed amount as stated in Table Four and the account will be forwarded by the removalist to the school for payment. The cost for transported personal effects over and above the set allocation will be the responsibility of the employee.

(d) Full rates are received by teaching staff with dependants.

Half rates are received by teaching staff with no dependants.

### 5. TRAVEL PROVISIONS

(a) **Travel on Appointment**—travel costs of the teacher and family (spouse and children, if applicable) to any location as prescribed in Clause 16.—Location Allowance of this Agreement will be met by the school. Travel costs will be a standard economy airfare for the teacher (spouse and children, if applicable) or the cost of travel by road from the previous appointment, whichever is the lesser. Travel by road would include an allowance for kilometres travelled at the prescribed rates listed in Table Five.

(b) **Travel on Resignation**—travel cost of the teacher and family (spouse and children, if applicable) will be met on resignation, **provided that the teacher has completed two years at the school.** Travel costs will be the cost of a standard economy airfare for the teacher (spouse and children, if applicable) or the cost of travel by road to Perth or the new appointment, whichever is the lesser. Travel by road would include an allowance for kilometres travelled at the prescribed rates listed in Table Five.

#### (c) Christmas Vacation Travel Concession

Provided a teacher has completed a minimum of 12 months continuous service in a location as prescribed in Clause 16.—Location Allowance and is returning to the same school the following year, a teacher and family (spouse and children, if applicable) are provided with a travel concession to Perth to be taken only during the Christmas vacation period by either air or road as follows—

- Air—The concession will provide standard economy airfare only.
- Road—to add some flexibility to this provision teachers may choose to travel by road instead of by air. An allowance for the kilometres travelled would be applied. Reimbursement shall apply to the kilometres traveled or the cost of the airfare(s) which ever is the lesser.

(d) The following reimbursement rates are for travel by Road—

Rate per kilometre	Table Five		
	Over 2600cc	Over 1600cc- 2600cc	1600cc & Under
	53.8 cents	51.9 cents	45.7 cents

(e) Approval for road travel is at the discretion of the principal and payment for travel is to be made based on the following conditions—

- the journey is by the shortest practicable route.
- reimbursement does not exceed the cost of the airfare(s) of the teacher and their family.

- the reimbursement does not exceed the cost of the teacher's fare when the teacher's family travels by air.
- associated expenses, such as accommodation and meals, are at the expense of the teacher.

(f) Should a teacher wish to travel outside Western Australia, the equivalent standard economy airfare (including spouse and children, if applicable) will be payable to the teacher after producing to the principal alternative travel documentation. If travel is to be undertaken by vehicle the equivalent road travel allowance to Perth will be paid.

#### 6. TRANSPORTATION OF A MOTOR VEHICLE

One (1) motor vehicle will be transported at the school's expense from Perth to the school location on appointment or within the first six months after appointment. The transportation of one (1) motor vehicle back to Perth will also be provided for by the school upon resignation, provided that two consecutive years of service have been completed.

N.B. A motor vehicle will include cars, utilities and motor cycles but not include trailers, caravans, boats, commercial vehicles.

#### 7. FINANCIAL INCENTIVES

The Financial Incentives are paid to teaching staff in locations as prescribed in Clause 16.—Location Allowance of this Agreement categorised into groups as prescribed below according to table six—

Group 1—Boulder, Broome, Carnarvon, Derby, Esperance, Kalgoorlie, Karratha, Kununurra, Port Hedland and Southern Cross.

Group 2—Mullewa, Red Hill/Halls Creek, Tardun and Wyndham.

Group 3—Beagle Bay, Lombadina and Warmun/Turkey Creek.

Group 4—Balgo Hills, Billiluna, Gibb River, Mulan/Lake Gregory and Yaruman/Ringer Soak.

Table Six

No. of continuous years completed	Group 1	Group 2	Group 3	Group 4
3	1103			
4	1929			
5 or more	2315			
No. of continuous years completed	Group 2	Group 3	Group 4	
1	1103	1654	2315	
2	1929	2867	3859	
3 or more	2315	3418	4631	

### WESTERN AUSTRALIAN CATHOLIC SCHOOLS (ENTERPRISE BARGAINING) AGREEMENT

NO. 11 OF 2000.

No. AG163 of 2000.

2000 WAIRC 00447

#### WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

<b>PARTIES</b>	THE INDEPENDENT SCHOOLS SALARIED OFFICERS' ASSOCIATION OF WESTERN AUSTRALIA, INDUSTRIAL UNION OF WORKERS & OTHER V (NOT APPLICABLE)
<b>CORAM</b>	COMMISSIONER S J KENNER
<b>DELIVERED</b>	MONDAY, 28 AUGUST 2000
<b>FILE NO/S</b>	AG 163/2000

#### Representation

**Applicant** Mr N Briggs  
**Respondent**

#### Order.

HAVING heard Mr N Briggs on behalf of the applicant and there being no appearance on behalf of the respondent and by

consent the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

- (1) THAT the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 11 of 2000 as filed in the Commission on 10 July 2000 in the terms of the following schedule be and is hereby registered as an industrial agreement.
- (2) THAT the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 11 of 1998 No. AG 147 of 1998 be and is hereby cancelled.

(Sgd.) S.J. KENNER,  
Commissioner.

[L.S.]

#### Schedule.

#### 1.—TITLE

This Agreement shall be known as the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No.11 of 2000 and shall replace the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 11 of 1998.

#### 2.—ARRANGEMENT

1. Title
2. Arrangement
3. Parties to the Agreement
4. Scope of Agreement
5. Relationship to Parent Award
6. Term of Agreement
7. Expiration of Agreement
8. No Extra Claims
9. No Duress
10. Objects of the Agreement
11. Conditions of Employment
12. Contract of Service
13. Salaries
14. Deferred Salary Scheme
15. Promotional Positions
16. Location Allowances
17. Sick Leave
18. Family Leave
19. Long Service Leave
20. Parental Leave
21. Redundancy Provisions
22. Playground Duty
23. Flexibility in the School Day/Year
24. Manner of Life
25. Professional Development
26. Professional Responsibilities
27. Summative Appraisal
28. Part Time Teachers
29. Special Leave
30. Dispute Avoidance and Grievance Procedure
31. Signatures

#### 3.—PARTIES TO THE AGREEMENT

This Agreement is made between The Sisters of Mercy Perth (Amalgamated) Inc. and the Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers (the ISSOA), a registered organisation of employees.

#### 4.—SCOPE OF AGREEMENT

(1) This Agreement shall apply to all teachers who are covered by the provisions of the Independent Schools' Teachers' Award (1976), as amended.

(2) The number of teachers covered by this agreement is 135.

#### 5.—RELATIONSHIP TO PARENT AWARD

Except as provided by this Agreement, the conditions of employment of teachers employed in Catholic Schools in Western Australia will be in accordance with the Independent Schools' Teachers' Award (1976), as amended.

#### 6.—TERM OF AGREEMENT

(1) This Agreement shall come into effect on and from 1 July 2000 and shall expire on 30 June 2003.

(2) During the term of this Agreement, the provisions of this Agreement may be varied by mutual agreement between the parties.

#### 7.—EXPIRATION OF AGREEMENT

(1) On the expiration of this Agreement and in the absence of the registration of a subsequent Enterprise Agreement, the provisions of this Agreement shall prevail for the purposes of the conditions of employment that will apply to teachers covered by this Agreement.

(2) Negotiations for a new Enterprise Agreement will commence 6 months prior to the expiry of this Enterprise Agreement.

#### 8.—NO EXTRA CLAIMS

It is a condition of this Agreement, that the parties will not make any further claims with respect to salaries and conditions during the period of this Agreement unless they are consistent with the State Wage Fixing Principles.

#### 9.—NO DURESS

This Agreement was not entered into by either of the parties under duress from the other party or any other person or persons.

#### 10.—OBJECTS OF THE AGREEMENT

In reaching this agreement the parties have recognised—  
Catholicity—

- The need to maintain a just working environment in which education can be provided in harmony with the aims, objectives and philosophy of Catholic education.

Professionalism—

- A mutual responsibility to protect, develop and enhance Catholic education within the State of Western Australia.
- The need to safeguard and enhance the quality of teaching and learning in Catholic schools in Western Australia and the public perception of it.

Flexibility—

- The variety of educational and managerial arrangements that exist requiring flexibility in the application of regulations that govern employment practices.
- The need to consolidate, and develop further, initiatives arising out of the award restructuring process.
- Productivity and efficiency have a growing influence in educational policies and practices.

Schools are expected to do more with the same level of resources, necessitating productivity and efficiency improvements which may be qualitative rather than quantitative.

#### 11.—CONDITIONS OF EMPLOYMENT

The parties acknowledge that the following *Conditions of Employment of Teachers in Catholic Schools in WA (2000)* is an official statement of the Catholic Education Commission of Western Australia and as such applies to all teachers employed in a Catholic school in Western Australia.

##### **Conditions of Employment of Teachers in Catholic Schools in WA (2000)**

###### 1. The Employing Authority

1.1 In Diocesan accountable schools, the teacher is employed by the Bishop of the Diocese who delegates this power to the school board.

1.2 In Order accountable schools the teacher is employed by the Congregational Leader who may delegate this authority to a school board or principal.

###### 2. The Fundamental Responsibilities of the Teacher

A teacher is required, under the direction of the Principal, to contribute actively towards;

- 2.1 the maintenance of the Catholicity of the school through a manner of life and stated beliefs which are in keeping with the teachings of the Catholic Church;
- 2.2 the promotion of the religious instruction and formation of pupils in accordance with the directives

and requirements of the Catholic Education Commission and the Bishop of the Diocese;

- 2.3 the undertaking of appropriate accreditation programs, as required.

#### 3. Duties

The teacher is required to;

- 3.1 perform such duties, teaching and non—teaching, as are customarily rostered and shared by all staff;
- 3.2 help ensure the provision of a Catholic perspective in the activities of the school;
- 3.3 model the leadership that is appropriate for all members of the school community;
- 3.4 keep abreast of current developments in educational theory and practice;
- 3.5 demonstrate a pastoral concern for each member of the school community.

#### 4. Other Matters

4.1 A full time teacher shall be permitted to engage in other employment provided that

- (i) such employment does not affect the teacher's employment and professional responsibilities to the school, and
- (ii) the principal is notified

4.2 Any fraudulent misrepresentation in the teacher's curriculum vitae, or other documentation presented to the employer, which impacts on the employment contract of the teacher may result in the termination of the employment contract.

4.3 The teacher has the responsibility to advise the employer of any previous or current criminal convictions or proceedings that may conflict with the stated philosophy of a Catholic school and the objects of this agreement. The teacher acknowledges that the employer has the right to enquire about such convictions or proceedings, provided that the employer notifies the teacher of any inquiry prior to it being conducted.

#### 12.—CONTRACT OF SERVICE

(1) When a teacher accepts an appointment within the Catholic system in Western Australia for the first time, the appointment is probationary and as such the teacher is subject to professional appraisal in the second year of employment so as to confirm ongoing employment.

(2) (a) Except in the case of a relief or temporary teacher, the termination of the service of a teacher shall require a minimum of six weeks' notice by either party to take effect from the close of school business at the end of the school term.

(b) Provided that the requirements of this subclause may be waived in part or in whole by mutual agreement between the teacher and the employer. Any request to waiver such notice shall not be unreasonably withheld by the employer, where it is deemed that the teacher has not been able to give the required notice through no fault of their own.

(c) Subject to the provisions of this subclause, failure to give the required notice shall make either party liable for the payment to the other party of an amount equivalent to the period of notice not given.

(d) When a teacher resigns, the employer reserves the right to withhold or recover an amount equivalent to any period of overpayment of salary. However, approval must be obtained from the Director of Catholic education before such action is proceeded with.

#### 13.—SALARIES

(1) The minimum annual rate of salary payable to teachers engaged in the classifications prescribed in Clause 11.—Salaries of the Award shall be—

Step	Salary (\$)
Step 1	24,156
Step 2	25,570
Step 3	30,924
Step 4	32,672
Step 5	33,964
Step 6	36,002
Step 7	37,395
Step 8	39,081

Step	Salary (\$)
Step 9	41,827
Step 10	43,113
Step 11	44,898
Step 12	46,428
Step 13	48,264

(2) Notwithstanding subclause (1) of this clause, if, during the life of this Agreement, the Education Department of Western Australia salaries receive a further general increase, then the rates in (1) shall increase by that general increase from the same operative date as the EDWA increase.

(3) Subject to the provisions for implementing the classification set out in the Appendix to the Award, an appointee to a Senior Teacher classification shall be entitled to the following annual allowance—

- (a) Level One—3.2 % of the maximum total salary per annum as prescribed in subclause (1) of this clause.
- (b) Level Two—6.9% of the maximum total salary per annum as prescribed in subclause (1) of this clause.

(4) Notwithstanding the provisions of subclause (5) of Clause 11.—Salaries of the Award, relief teachers employed for five (5) days or less may be engaged by the day or half day. A half day is determined as the hours usually worked in a school prior to or immediately following the lunch break.

(5) Accreditation B Certificate

- (a) The holding of the study component of a current Accreditation B Certificate would allow a 3 year trained teacher with the 2 years of full time equivalent experience at Step 9 to move to Step 10 from 1 July 2000 and to step 11 from 1 January 2002.
- (b) Thereafter, progression from Step 9 to Step 10 and then to Step 11, shall be by biennial steps for 3 year trained teachers.

(6) Upgrading from a 3 year to a 4 year qualification

When a teacher upgrades their teaching qualification from 3 years to 4 years, then in calculating the new position on the incremental scale in sub-clause(1), all previous relevant full time equivalent experience shall count.

(7) Salary Packaging

Salary packaging in compliance with the Catholic Education Commission of Western Australia's statement shall be available to teachers from 1 July 2000.

#### 14.—DEFERRED SALARY SCHEME

Teachers may apply to have their salary payments deferred in accordance with the provisions of this clause.

(1) Eligibility

- (a) Teachers who have been employed within the Catholic system for a minimum of two (2) years, including full time and part time teachers, are eligible to apply.
- (b) Approval of applications will be determined by the employer based on the needs and requirements of the school.

(2) Period of Leave

- (a) The period of leave will be for twelve (12) months, from 1 January to 31 December.
- (b) Participants will not be able to return to a position at the same school during the 12 month leave period.
- (c) Should alternative employment be sought during the year of leave, the teacher is to advise the employer.
- (d) Should employment as a teacher be pursued within a Catholic school, only relief work may be undertaken by the teacher.
- (e) The year of leave, the fifth year, will be taken in accordance with the conditions as prescribed within Clause 8—Leave, (3) Leave Without Pay of the Independent Schools' Teachers' Award.

(3) Payment of Salary

- (a) During the four year accrual period participants in the scheme receive 80% of their normal fortnightly salary and will thus be taxed at this reduced rate of pay. Normal salary is defined as a teacher's normal

fortnightly salary plus any associated teaching allowances.

In the fifth year, when leave is taken, the participants will receive the money contributed over the four year period. This amount can be paid fortnightly; in one lump sum payment; or two payments, one in each of the financial years.

- (b) The participant will be taxed only on the amount actually received, in this case approximately 80% of the normal salary (including allowances). This is a significant taxation incentive for participants. It is recommended that, prior to entering into this scheme, prospective participants discuss taxation implications and other related issues with their accountant or financial adviser.
- (c) It should be noted that interest is not paid on amounts accumulated during the accrual period. A taxation ruling prohibits such payment on the basis that people taking advantage of a taxation incentive cannot derive interest on those funds. Interest accrued will be utilised to offset the administrative costs of the fund.

(4) Suspension of Contributions

- (a) Participation in the scheme will be suspended during any period of unpaid leave. Any period of unpaid leave will reduce payments into the fund and therefore proportionately reduce the accrued payment in the year of leave.
- (b) A participant may elect to suspend contributions for a period of less than twelve months once during the accrual period. This will also reduce the accrued payment in the year of leave.
- (c) The employer retains the discretionary authority to approve suspension for a period of twelve (12) months at the request of the participant. Such a suspension will extend the taking of the year of leave by one (1) year.

(5) Withdrawal

- (a) The participant may withdraw from the scheme at any time by notifying the employer in writing. It should be noted that only the exact money paid into the scheme will be paid in a lump sum on withdrawal and no interest will be paid on this amount.
- (b) The participant who withdraws from the scheme will be taxed on the lump sum payment and any other salary received during that financial year. Significant taxation implications may, therefore, apply.

(6) Long Service Leave, Sick Leave and Increment Entitlements

- (a) A participant in the scheme will accrue the above entitlements at 100% of the normal accrual rate over the first four years only. The fifth year, the year of leave, is a non-accrual period.
- (b) If a participant becomes eligible for long service leave during the fourth year of the deferred salary scheme, the long service leave entitlement will further be deferred and taken in the fifth year of the scheme or taken in the final term/semester of the fourth year of the scheme, or the first term/ semester of the sixth year.

(7) Workers' Compensation

- (a) Participants in the scheme are covered by workers' compensation during the first four years of the scheme at 100% of their normal salary. A participant in receipt of workers' compensation during the first four years may elect to continue in the deferred salary scheme or suspend their contributions until their return to full duties.
- (b) Any period of suspension due to workers' compensation shall be undertaken in accordance with subclause (4) of this clause.
- (c) During the fifth year, the year of leave, the participant is not covered by workers' compensation.

(8) Superannuation

Contributions are based on 100% of the participant's normal salary over the first four years only.

## (9) Fund Management

The scheme will be managed by the Catholic Education Office. During the four year accrual period, schools will remit 20% of salary foregone to the Office on a two or four weekly basis. Participants will receive a statement from the Office at the end of each year showing the amount accumulated in the scheme. At the beginning of the fifth year, when leave is taken, the accumulated amount will be forwarded to the participant's school for payment through the school's payroll. All contributions to the scheme are guaranteed by the Catholic Education Office of WA.

## (10) Portability

- (a) Teachers are able to maintain their participation in the scheme should they transfer their employment between Catholic schools or to the Catholic Education Office.
- (b) The teacher is obliged to notify the principal prior to appointment of their participation in the Deferred Salary Scheme and the date that leave is due to be taken.
- (c) Participation in the Deferred Salary Scheme shall not impede an application for employment in a Catholic school.

## (11) Implementation Date

- (a) Applications are to be forwarded to the Principal by the close of business 31 August of the year prior to the year of commencement.
- (b) Schools will endeavour to notify the teacher of the result of their applications by 31 October of the same year.

## 15.—PROMOTIONAL POSITIONS

(1) The minimum promotional allowance payable to teachers engaged in the classifications prescribed in Clause 11.—Salaries, subclause (7) of the Award shall be—

- (a) Promotion Level 1 Category A: 14.8% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.
- (b) Promotion Level 1 Category B: 12.5% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.
- (c) Promotion Level 1 Category C: 10.0% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.
- (d) Promotion Levels 2, 3 and 4 shall be paid 70%, 50% and 30% respectively of Promotion Level 1 of the appropriate school category.

(2) In lieu of subclause (1) of this clause, a school may

- (a) after consultation with the staff and
- (b) with the agreement of the parties to this Agreement

opt to introduce a school based system of promotional positions to replace the arrangements in subclause (1).

(3) The structure and minimum promotional allowance payable to teachers engaged in the classifications prescribed in Clause 11.—Salaries, subclause (8), of the Award shall be as follows:

- (a) In schools with 100—300 students;
  - (i) one Assistant Principal at 15.5% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement; or
  - (ii) two Assistant Principals each at 7.75% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.
- (b) In schools greater than 300 students;
  - (i) two Assistant Principals each at 15.5% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement; or
  - (ii) three Assistant Principals each at 10.3% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.

## 16.—LOCATION ALLOWANCES

Teachers shall be paid the allowance provided for below in lieu of the allowance prescribed in subclause (1) of Clause 17.—Location Allowances of the Award.

Town	Full Rate Allowance \$/week	Half Rate Allowance \$/week
Balgo Hills	160.24	80.12
Boulder	14.42	7.21
Beagle Bay	145.36	72.68
Billiluna	160.24	80.12
Broome	104.97	52.48
Carnarvon	45.15	22.58
Derby	109.62	54.81
Esperance	27.11	13.56
Gibb River	160.24	80.12
Kalgoorlie	14.42	7.21
Karratha	108.38	54.19
Kununurra	137.68	68.89
Lake Gregory/Mulan	160.24	80.12
Lombadina	145.36	72.68
Mullewa	5.52	2.76
Port Hedland	101.07	50.54
Red Hill/Halls Creek	129.18	64.59
Ringer Soak	160.24	80.12
Southern Cross	26.48	13.24
Tardun	47.93	23.97
Turkey Creek	145.36	72.68
Wyndham	136.66	68.33

## 17.—SICK LEAVE

A medical certificate from a legally qualified medical practitioner shall be regarded as proof of sickness.

## 18.—FAMILY LEAVE

(1) Use of sick leave

(a) A teacher with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill. Such leave shall not exceed five (5) days in any calendar year and is not cumulative.

(b) The teacher shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

(c) The entitlement to use sick leave is subject to—

- (i) the teacher being responsible for the care of the person concerned; and
- (ii) the person concerned being either a member of the teacher's immediate family or a member of the teacher's household.

(d) The teacher shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the teacher, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the teacher to give prior notice of absence, the teacher shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(2) Use of unpaid leave

A teacher may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill.

(3) Nothing contained in this clause shall prevent a teacher from making application for leave as prescribed in Clause 8.—Leave, subclause (1) Special Leave of the Award.

## 19.—LONG SERVICE LEAVE

(1) As from 1 January 1995, a teacher's entitlement to paid long service leave for each year of service within the Catholic Education system, will accrue at the following rates—

- (a) up to ten years of continuous service, 1.3 weeks for each year of service;
- (b) for each subsequent year, 1.86 weeks for each year of service.

(2) Subject to subclause (5) of this clause, a teacher who has accrued a minimum entitlement of ten weeks' long service leave shall be entitled to take such leave.

(3) For any service prior to the 1st January 1995, the provisions of long service leave shall be that which is prescribed under the terms of the Award.

(4) The process required for the taking of leave shall be as follows—

- (a) the employer shall advise the teacher of his/her impending entitlement to take long service leave prior to the completion of term three in the year preceding the entitlement becoming due;
- (b) the teacher shall advise the employer no later than the commencement of term four of the preceding year of their intention or otherwise to take leave;
- (c) where an agreement has been reached for the taking of long service leave and circumstances arise that necessitates an adjustment of such leave, then any request for the adjustment shall not be unreasonably withheld.

(5) Where the continuous service of a teacher during the period of accrual contains any period which is less than full time then that teacher's entitlement shall be calculated as follows;

- (a) the number of weeks accrued shall be in accordance with subclause (1) above; and
- (b) payment for the period accrued shall be the average that the teacher's hours bears to that of a full time teacher over the accrual period.

(6) The teacher continues to accrue long service leave entitlement for any period during which the teacher is absent on full pay from his/her duties; long service leave does not accrue for any period exceeding two weeks during which the teacher is absent on unpaid leave.

(7) (a) For the purposes of calculating long service leave entitlement the employer shall allow a break of service up to two terms without penalty to the teacher. Such a break in service shall be deemed to be 'leave without pay' for the purposes of calculating that teacher's entitlement.

(b) The provisions of this subclause shall not prevail if a teacher has been paid a pro-rata payment for accrued long service leave at the time of the break of service.

(8) Vacation leave observed by the school shall count for the purposes of calculating a teacher's entitlement to long service leave.

(9) Any public holiday which occurs during the period a teacher is on long service leave shall be treated as part of the long service leave and extra days in lieu thereof shall not be granted.

(10) Where a teacher has become entitled to a period of long service leave in accordance with the clause, the teacher shall commence such leave as soon as possible after the accrual date by one of the following options, at a time mutually agreed between the employer and the teacher;

- (a) as a term with the excess entitlement being retained as unused accrued long service leave; or
- (b) as a semester, with approved leave without pay for that portion which exceeds the fully accrued long service leave entitlement; or
- (c) with the agreement of the employer, as a term with the excess entitlement being paid for in addition to the ordinary payment for such leave.
- (d) with the agreement of the employer and in special circumstances, a lesser period may be taken than that prescribed in this subclause

(Notation: For the purposes of this subclause a semester is defined as school terms 1 and 2 or 3 and 4.)

(11) Payment for long service leave shall be made in full before the teacher goes on leave, or by agreement between the teacher and the employer at the same time as the teacher's salary would have been paid if the teacher had remained at work.

(12) Where a teacher has completed at least 7 continuous years of service and employment is terminated—

- (a) by the teacher's death; or
- (b) in any circumstances, other than serious misconduct;

the amount of leave shall be such as has accrued under the provisions of subclause (1) of this clause.

(13) In the case to which subclause (12) of this clause applies, and in any case in which the employment of the teacher who has become entitled to leave hereunder is terminated before such leave is taken or fully taken, the employer shall;

- (a) upon termination of employment otherwise than by death, pay to the teacher; or
- (b) upon termination of employment by death, pay to the personal representative of the teacher upon request by the personal representative,

a sum equivalent to the amount which would have been payable in respect of the period of leave to which he/she is entitled or deemed to have been entitled and which would have been taken but for such termination.

Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.

(14) Accrued long service leave entitlements are portable between all Catholic schools in Western Australia and those schools subject to the Catholic Schools Long Service Leave Interstate Portability Agreement.

## 20.—PARENTAL LEAVE

Subject to the terms of this clause, a teacher is entitled to maternity, paternity and adoption leave and to work part time in connection with the birth or adoption of a child.

### Part 1—Parental Leave

#### (1) Eligibility for Maternity and Paternity Leave

- (a) If a teacher or the teacher's spouse becomes pregnant, the teacher shall, subject to the conditions hereunder, be entitled to parental leave in accordance with the provisions of this clause.

Conditions of eligibility:

- (i) The teacher is a full-time teacher or is a part-time teacher whose teaching allotment is not less than three hours per week, but not a relief teacher.
- (ii) The teacher has had not less than 12 months continuous service in Catholic education in Western Australia immediately preceding the date upon which the teacher proceeds on such leave.
- (iii) The teacher shall produce to the employer a certificate from a legally qualified medical practitioner stating the presumed date of confinement.
- (iv) The teacher shall produce a statutory declaration stating particulars of any period of parental leave sought or taken by the teacher's spouse and that for the period of parental leave the teacher will not engage in any action inconsistent with the teacher's contract of employment.

- (b) Such leave shall be without pay.

- (c) The teacher's entitlement shall be reduced by any period of parental leave taken by the teacher's spouse in relation to the same child and, apart from parental leave of up to one week at the time of confinement, shall not be taken concurrently.

#### (2) Single Period of Parental Leave and Commencement

- (a) Subject to subclauses (3) and (6) hereof,
  - (i) the period of maternity leave shall be for an unbroken period of from six (6) to one hundred and four (104) weeks and shall include a period of six (6) weeks compulsory leave to be taken immediately following confinement;
  - (ii) the period of paternity leave shall be for an unbroken period of from one (1) to one hundred and four (104) weeks and shall include a period of one (1) week compulsory leave to be taken immediately following confinement.
  - (iii) however, the period of leave for a replacement teacher shall not extend beyond the period for which they have been engaged as a replacement teacher.

- (b) A teacher shall not less than ten (10) weeks prior to the presumed date of confinement produce to the

employer the certificate referred to in subclause (1)(a)(iii) and give notice in writing to the employer setting out the presumed date of confinement and the date upon which the teacher proposes to commence parental leave stating the period of leave to be taken.

- (c) An employer by not less than fourteen (14) days' notice in writing to the teacher, may require the teacher to commence maternity leave at anytime within the six (6) weeks immediately prior to her presumed date of confinement, except where the teacher can produce a medical certificate from the legally qualified medical practitioner in subclause (1)(a)(iii) stating that they are fit to continue normal duties during the six (6) weeks prior to the presumed date of confinement.
- (d) A teacher shall not be in breach of this provision as a consequence of failure to give the stipulated period of notice in accordance with paragraph (c) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.

(3) Further period of Parental Leave resulting from a subsequent pregnancy

- (a) For the purposes of this clause a further period of parental leave shall mean a period of parental leave resulting from a subsequent pregnancy taken without a return to work from an initial period of parental leave and shall be deemed to be a new and separate period of parental leave.
- (b) When a teacher who is already on parental leave under this clause applies for a further period of leave because of a subsequent pregnancy, the period of parental leave shall be for an agreed period and shall commence from the date of confinement and shall cease at either the start of the next school year or the start of the year following as determined by the teacher.
- (c) Application for a subsequent period of parental leave shall comply with the provisions contained in subclauses (1) and (2) above, save that this will not require a teacher currently on paternity leave to return to work during the period of compulsory maternity leave of the mother following the birth of another child.

(4) Transfer to a Safe Job prior to Maternity Leave

- (a) When in the opinion of a legally qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the teacher make it inadvisable for the teacher to continue at her present work the teacher shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
- (b) If the transfer to a safe job is not practicable, the teacher may, or the employer may require the teacher to take leave for such period as is certified necessary by a legally qualified medical practitioner and such leave shall be treated as maternity leave for the purposes of subclauses (9), (10), (11) and (13) hereof.

(5) Variation of Maternity Leave

- (a) Provided the addition does not extend each period of parental leave beyond one hundred and four (104) weeks, the period may be lengthened only once (save with the agreement of the employer) by the teacher giving not less than seven (7) weeks notice in writing stating the period by which the leave is to be lengthened.
- (b) The period of leave may, with the consent of the employer, be shortened by the teacher giving not less than seven (7) working weeks notice in writing stating the period by which the leave is to be shortened.
- (c) The provisions of paragraphs (a) and (b) hereof do not apply to those teachers taking further periods of leave, unless the employer consents.

(6) Cancellation of Parental Leave

- (a) Parental leave applied for but not commenced shall be cancelled where the pregnancy of a teacher or the teacher's spouse terminates other than by the birth of a living child.
- (b) Where the pregnancy of a teacher then on maternity leave terminates other than by the birth of a living child, it shall be the right of the teacher to resume work at a time nominated by the employer (which shall be no later than the beginning of the next succeeding term from the date of the notice in writing by the teacher to the employer that she wishes to resume work).
- (c) In this case the teacher may undertake temporary employment with another employer without affecting his/her contract of service with the school from which he/she took leave.

(7) Special Maternity Leave and Sick Leave

- (a) Where the pregnancy of a teacher not then on maternity leave terminates after twenty-eight (28) weeks other than by the birth of a living child, then—
  - (i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a legally qualified medical practitioner certifies as necessary before her return to work; or
  - (ii) for illness other than the normal consequences of confinement she shall be entitled either in lieu of or in addition to special maternity leave to such paid sick leave to which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work.
- (b) Where a teacher not then on maternity leave suffers illness related to her pregnancy, she may take such sick leave to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a legally qualified medical practitioner certifies as necessary before her return to work provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed one hundred and four (104) weeks for the first period of maternity leave.
- (c) For the purposes of subclauses (8), (9) and (10) hereof maternity leave shall include special maternity leave.
- (d) A teacher returning to work after a period of leave taken pursuant to this subclause shall, subject to paragraph (e), be entitled to a position commensurate with her qualifications, experience and previous classification.
- (e) A part-time teacher shall be entitled to return to a position which includes the same number of hours per week but not necessarily the same times or class levels.

(8) Parental Leave and Other Entitlements

Provided the aggregate of leave, including leave taken pursuant to subclauses (4) and (7) hereof, does not exceed one hundred and four (104) weeks for each period of parental leave or does not negate the obligation to return to work at the beginning of the school year for further periods of parental leave as defined in subclause (3)(a);

- (a) a teacher may in lieu of or in conjunction with parental leave take any annual leave or long service leave or any part thereof to which the teacher is then entitled;
- (b) paid leave other than long service leave is not available to a teacher during the teacher's absence on parental leave.

(9) Effect of Parental Leave on Employment

Notwithstanding any provision to the contrary, absence on parental leave shall not break the continuity of service of a teacher but shall not be taken into account in calculating the period of service for any purpose of this Agreement.

## (10) Termination of Employment

- (a) A teacher on parental leave may terminate employment at any time during the period of leave by due notice given.
- (b) An employer shall not terminate the employment of a teacher on the grounds of pregnancy or absence on parental leave but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

## (11) Return to work after a single period of Parental Leave

- (a) Except as provided in paragraph (b) hereof, a teacher will return to work only from the beginning of a school term, preferably from the beginning of a school year and will indicate an intention of returning to work by giving in writing not less than seven (7) working weeks' notice wholly within a school term, that notice to be immediately prior to the proposed school term of commencement.
- (b) An employer may by agreement with the teacher arrange for a teacher to return to work at some date other than the commencement of a school term.
- (c) Provided the notice required pursuant to paragraph (a) above has been given, a teacher shall be entitled to a position commensurate with the teacher's qualifications, experience and previous classification.
- (d) A part-time teacher shall be entitled to return to a position which includes the same number of hours per week, but not necessarily the same times or class levels.
- (e) If no confirmation of an intention to return is received, the employer shall take reasonable steps of inquiry prior to making other arrangements.

## (12) Return to work from a further period of parental leave resulting from a subsequent pregnancy

- (a) A teacher will return to work only from the beginning of a school year and will indicate an intention of returning to work by giving in writing not less than seven (7) working weeks notice wholly within a school term in the school year prior to the intended return.
- (b) Return to work from a further period of parental leave resulting from a subsequent pregnancy will comply with subclause (11) paragraphs (b), (c), (d) and (e).

## (13) Replacement Teachers

- (a) A teacher specifically engaged as a result of a teacher proceeding on parental leave will normally be a replacement teacher provided however that such replacement teacher does not have to fill the position vacated by the teacher proceeding on parental leave.
- (b) Before an employer engages a replacement teacher under this subclause, the employer shall inform that person of the temporary nature of the employment and the rights of the teacher who is being replaced.
- (c) Before an employer temporarily promotes or transfers a teacher to replace a teacher exercising rights under this clause the employer shall inform that person of the temporary nature of the promotion or transfer and the rights of the teacher who is being replaced.
- (d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement teacher.

**Part 2—Adoption Leave**

## (1) Definitions

In this subclause

“child”, in relation to a teacher, means a person under the age of 5 years who is placed with the teacher for the purposes of adoption and who has not previously lived continuously with the teacher for a period of 6 months or more or is not a child or step-child of the teacher or of the spouse of the teacher.

“primary care-giver” means a person who assumes the principal role of providing care and attention to a child.

“relative adoption” occurs where a child is adopted by a parent, a spouse of a parent or another relative, being a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

## (2) Eligibility for adoption leave

- (a) A teacher is, on production to the employer of the documentation required by subclause (3) below entitled to one or two periods of adoption leave, the total of which must not exceed 104 weeks in the following circumstances—
  - (i) An unbroken period of up to 3 weeks at a time of the placement of the child (referred to in this subclause as “short adoption leave”);
  - (ii) An unbroken period of up to 104 weeks from the time of the placement of the child in order to be the primary care-giver of the child (referred to in this clause as “extended adoption leave”). This entitlement is to be reduced by any period of short adoption leave taken and the aggregate of any periods of adoption leave taken or to be taken by the teacher's spouse in relation to the same child. Save that for a replacement or relieving teacher, that period of leave shall not extend beyond the period for which they have been engaged as a replacement or relieving teacher;
- (b) Extended adoption leave is not to be taken concurrently with adoption leave taken by the teacher's spouse in relation to the same child.
- (c) The teacher must have had at least one year of continuous service within Catholic education in Western Australia immediately preceding the date on which the teacher commences either period of leave.

## (3) Certification

- (a) Before taking adoption leave, the teacher must produce to the employer a statement from an adoption agency or another appropriate body of the expected date of placement of the child with the teacher for adoption purposes; or a statement from the appropriate government authority confirming that the teacher is to have custody of the child pending application for an adoption order.
- (b) In relation to any period of extended adoption leave to be taken, the teacher must also produce a statutory declaration;
  - (i) stating that the teacher is seeking that period of adoption leave to become the primary care-giver of the child; and
  - (ii) stating particulars of any period of adoption leave sought or taken by the teacher's spouse; and
  - (iii) stating the teacher's agreement that for the period of the teacher's adoption leave the teacher will not engage in any action inconsistent with the teacher's contract of employment.

## (4) Notice requirements

- (a) On receiving notice of approval for adoption purposes, a teacher must notify the employer of the approval and within two (2) months after receiving notice of the approval, must further notify the employer of the period or periods of adoption leave which the teacher proposes to take. In the case of a relative adoption, the teacher must so notify the employer on deciding to take a child into custody pending an application for an adoption order.
- (b) A teacher who commences employment with an employer after the date of approval for adoption purposes must notify the employer of that date on commencing employment and of the period of adoption leave which the teacher proposes to take.
- (c) A teacher must, as soon as the teacher is aware of the expected date of placement of a child for

adoption purposes but no later than fourteen (14) days before the expected date of placement, give notice in writing to the employer of that date, and of the date of commencement of any period of short adoption leave to be taken.

- (d) A teacher must, at least seven (7) weeks before the proposed date of commencing any period of extended adoption leave to be taken, give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.
- (e) A teacher shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with paragraphs (c) or (d) hereof if the failure is caused by:
  - (i) the requirement of an adoption agency for the teacher to accept earlier or later placement of a child; or
  - (ii) the death of the teacher's spouse.

(5) Variation of period of adoption leave

- (a) Provided the addition does not extend adoption leave beyond 104 weeks, the period of extended adoption leave may be lengthened once only by the teacher giving not less than twenty-one (21) days notice in writing stating the period by which the leave is to be lengthened.
- (b) The period may be further lengthened by agreement between the employer and the teacher.
- (c) The period of extended adoption leave may, with the consent of the employer, be shortened by the teacher giving not less than seven (7) working weeks notice in writing stating the period by which the leave is to be shortened.

(6) Cancellation of adoption leave

- (a) Adoption leave, applied for but not commenced, is cancelled should the placement of the child not proceed.
- (b) If the placement of a child for adoption purposes with a teacher then on adoption leave does not proceed or continue, it shall be the right of the teacher to resume work at a time nominated by the employer (which shall be no later than the beginning of the next succeeding term from the date of the notice in writing by the teacher to the employer that the teacher wishes to resume work).
- (d) In this case, the teacher may undertake temporary employment with another employer without affecting his/her contract of service with the school from which he/she took leave.

(7) Special Adoption leave

The employer must grant to any teacher who is seeking to adopt a child any leave not exceeding two (2) days (paid or otherwise), that is required by the teacher to attend any compulsory interviews or examinations that are necessary as part of the adoption procedure.

(8) Adoption leave and other entitlements

- (a) So long as the aggregate of any leave, including leave taken under this subclause does not exceed 104 weeks, a teacher may, instead of or in conjunction with adoption leave, take any annual leave or long service leave or any part of it to which the teacher is entitled.
- (b) Paid leave other than long service leave is not available to a teacher during the teacher's absence on adoption leave.

(9) Effect of adoption leave on employment

Notwithstanding any provision to the contrary, absence on adoption leave shall not break the continuity of service of a teacher but shall not be taken into account in calculating the period of service for any purpose of this Agreement provided that absence on adoption leave shall count for purposes of subclause (2)(c) above.

(10) Termination of employment

- (a) A teacher on adoption leave may terminate employment at any time during the period of leave by due notice given.

- (b) An employer shall not terminate the employment of a teacher on the ground of the teacher's absence on adoption leave but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(11) Return to work after adoption leave

- (a) Except as provided in paragraph (b) hereof, a teacher will return to work only from the beginning of a school term, preferably from the beginning of a school year and will indicate an intention of returning to work by giving in writing not less than seven (7) weeks' notice, that notice to be immediately prior to the proposed school term of commencement.
- (b) An employer may by agreement with the teacher arrange for a teacher to return to work at some date other than the commencement of a school term.
- (c) Provided the notice required pursuant to subclause (a) above has been given, a teacher shall be entitled to a position commensurate with the teacher's qualifications, experience and previous classification.
- (d) A part-time teacher shall be entitled to return to a position which includes the same number of hours per week, but not necessarily the same times or class levels.
- (e) If no confirmation of an intention to return is received, the employer shall take reasonable steps of inquiry prior to making other arrangements.

(12) Replacement Teachers

- (a) A teacher specifically engaged as a result of a teacher proceeding on adoption leave will normally be a replacement teacher provided however that such replacement teacher does not have to fill the position vacated by the teacher proceeding on adoption leave.
- (b) Before an employer engages a replacement teacher under this subclause, the employer shall inform that person of the temporary nature of the employment and the rights of the teacher who is being replaced.
- (c) Before an employer temporarily promotes or transfers a teacher to replace a teacher exercising rights under this clause the employer shall inform that person of the temporary nature of the promotion or transfer and the rights of the teacher who is being replaced.
- (d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement teacher.

**Part 3—Part-time Work**

(1) Definitions

In this subclause

“Female teacher” means an employed female who is pregnant or is caring for a child whom she has borne or a child who has been placed with her for adoption purposes.

“Male teacher” means an employed male who is caring for a child of his spouse or a child placed with the teacher for adoption purposes.

“Part-time employment” means work of a lesser number of hours than constitutes full-time work under this Agreement, but does not include temporary or casual work.

“Former position” means the position held by a teacher immediately before commencing part-time employment under this subclause or, if such position no longer exists but there are other positions available for which the teacher is qualified and capable of performing, a position as nearly as possible comparable in status and pay to that of the position held by the teacher immediately before commencing part-time work.

(2) Entitlement

With the agreement of the employer;

- (a) a female teacher may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy necessary or desirable;

- (b) a female teacher may work part-time in one or more periods at any time from the seventh week after the date of the birth of the child until its third birthday;
  - (c) a male teacher may work part-time in one or more periods at any time from the date of the birth of the child until its third birthday;
  - (e) in relation to adoption, a female or male teacher may work part-time in one or more periods at any time from the date of placement of the child until the third anniversary of that date.
- (3) Return to former position
- (a) A teacher who has had at least one year of continuous service within Catholic education in Western Australia immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to their former position.
  - (b) Nothing in paragraph (a) hereof shall prevent the employer from permitting the teacher to return to their former position after a second or subsequent period of part-time employment.

(4) Effect of part-time work on continuous service

Under this Agreement, commencement on part-time employment under this subclause and return from part-time employment to full-time employment under this subclause does not break the continuity of service of a teacher.

(5) Pro-rata entitlements

Subject to the provisions of this subclause and the matters agreed to in subclause (6) hereof, part-time employment shall be in accordance with the provisions of the Award and/or this Agreement and shall apply pro-rata.

(6) Part-time Work Agreement

- (a) Before commencing a period of part-time employment under this subclause the employer and the teacher shall agree;
  - (i) that the teacher may work part-time;
  - (ii) upon the hours to be worked by the teacher, the days upon which they will be worked and the commencing times for the work;
  - (iii) upon the period of part-time employment.
- (b) The terms of this agreement may be varied by consent.
- (c) The terms of this agreement and any variation to it shall be in writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the teacher by the employer.
- (d) The work to be performed part-time need not be the work performed by the teacher in the teacher's former position but shall be work commensurate with the teacher's qualifications, experience and previous classification.
- (e) An employer may request, but not require, a teacher working part-time under this clause to work outside or in excess of the teacher's ordinary hours of duty provided for in accordance with paragraph (a) hereof.

(7) Termination of Employment

- (a) The employment of a part-time teacher under this clause may be terminated in accordance with the provisions of the Award and/or this Agreement but may not be terminated by the employer because the teacher has exercised or proposes to exercise any rights under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.
- (b) Any termination benefits payable to a teacher whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time teacher as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time teacher on a pro-rata basis.

(8) Replacement Teachers

- (a) A teacher specifically engaged as a result of a teacher proceeding on part-time employment under this subclause will normally be a replacement teacher.
- (b) Before an employer engages a replacement teacher under this subclause, the employer shall inform that person of the temporary nature of the employment and the rights of the teacher who is being replaced.
- (c) Before an employer temporarily promotes or transfers a teacher to replace a teacher exercising rights under this clause the employer shall inform that person of the temporary nature of the promotion or transfer and the rights of the teacher who is being replaced.
- (d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement teacher.

21.—REDUNDANCY PROVISIONS

(1) Should a position in a Catholic school become redundant then the provisions of—

- (a) the Workplace Relations Act (1996); and/or
- (b) the Catholic Education Commission of Western Australia policy on redundancy; and/or
- (c) this Agreement,

whichever is the greater, shall apply.

(2) In calculating the years of service of a teacher, all continuous service within Catholic schools in Western Australia will be considered and not only the service completed at the current school.

(3) Where a school proposes to make one or more teaching positions redundant the employer shall make redundancy payments to the teachers made redundant—

<u>Period of Service</u>	<u>Weeks of severance pay</u>
Less than 1 year	Nil
One year and less than two years	4 weeks
Two years and less than three years	6 weeks
Three years and less than four years	7 weeks
Four years and above	2 weeks per year of service to a maximum of 16 weeks.

(4) When the employer identifies a potential redundancy and before a teacher is named as the person whose position has been declared redundant, the employer shall offer all teachers at that school the opportunity to take leave without pay for a period of one school year or such a period to resolve the potential redundancy. Where a suitable application is received that resolves the potential redundancy, then the teacher shall be granted leave without pay for the period.

(5) Continuity of service for all purposes of the Award and/or this Agreement shall apply where a teacher has been made redundant and is re-employed by a Catholic school within six months.

(6) If during the life of this Agreement the Australian Industrial Relations Commission moves to a new redundancy standard in excess of the provisions of this clause, then the new standard will apply and as such the parties agree to amend this Agreement accordingly.

(7) Notwithstanding the other provisions of this clause, nothing shall prevent the parties from negotiating a redundancy settlement in excess of the provisions as determined in subclause (3) of this clause.

22.—PLAYGROUND DUTY

Where a teacher is required to perform playground supervision, such supervision shall be so rostered as to allow a fair and reasonable midday meal break.

23.—FLEXIBILITY IN THE SCHOOL DAY/YEAR

(1) Flexible working hours for teachers may be implemented at schools where an improved curriculum can be offered, or more effective and efficient use of resources occurs.

The following criteria shall be applied prior to the implementation of flexible hours—

- (a) a consultative process to occur at school level involving all stakeholders, including the ISSOA, school decision making groups, parents, students and staff;
  - (b) issues such as duty of care, health, safety and welfare, equity and other legislative requirements allowed for;
  - (c) workloads and career aspirations have been considered;
  - (d) individual circumstances have been fairly and reasonably considered;
  - (e) the distribution of hours to be equitable.
- (2) Specifically excluded from these flexibility arrangements are increased working hours for teachers.

#### 24.—MANNER OF LIFE

(1) Where an allegation has been made against a teacher with regard to the teacher's manner of life and/or stated beliefs which may be in breach of Clause 11.—Conditions of Employment, subclause (2)(a) of this Agreement, the following procedures shall apply—

##### (2) The Allegation

- (a) Any allegation for breach of this clause shall be directed to the Principal of the school in which the teacher is employed and shall be in writing stating—
  - (i) the nature of the allegation;
  - (ii) the proof supporting the allegation; and
  - (iii) the source of the allegation.
- (b) The person/s making the allegation must have direct knowledge of the alleged breach and shall be required to support the allegation in conformity with the provisions as outlined in paragraph (a) of this subclause.
- (c) The Principal and/or the person/s making the allegation should observe confidentiality at all times and the Principal shall advise such person/s of the seriousness of their allegation and counsel such person/s of the consequences of malicious, false or exaggerated allegations.
- (d) The employer shall record the details of the allegation and where necessary clarify any matter pertaining to the allegation.

##### (3) Advising the Teacher

(a) (i) Should the employer determine that the allegation cannot be sustained, the matter shall be discontinued and the person/s making the allegation advised accordingly.

(ii) Should the circumstances warrant, the employer may advise the teacher of the allegation and the outcome as prescribed in paragraph (a)(i) of this subclause.

(b) If the employer determines that the allegation needs to be acted upon, he/she shall advise the teacher in writing stating—

- (i) the nature of the allegation;
- (ii) the proof supporting the allegation;
- (iii) the source of the allegation;
- (iv) the potential consequences if the allegation is proven;
- (v) that the teacher is not required to answer the allegation immediately but may elect to seek the appropriate advice and representation; and
- (vi) a reasonable time frame for a response.

(4) Where an allegation for breach of this clause has been confirmed by the teacher, the teacher shall be offered the opportunity to rectify the matter where possible, in a manner agreed between the teacher and the employer. Such agreement shall be in writing.

(5) Should the matter not be resolved in accordance with subclauses (3) or (4) of this clause, the provisions of Clause 30.—Dispute Avoidance and Grievance Procedures of this Agreement shall apply.

#### 25.—PROFESSIONAL DEVELOPMENT

Professional development has as its priority the upgrading of professional knowledge and skills. Both the school and the

teacher should share the responsibility of teachers' professional development.

In addition to courses provided in school hours, the parties accept that courses outside of school hours should be made available to teachers. Access to such courses should be at the discretion of the teacher.

#### 26.—PROFESSIONAL RESPONSIBILITIES

(1) The parties recognise that there is a wide range of duties and responsibilities involved in the profession of teaching.

(2) The parties recognise that the following principles apply in addressing the fair and reasonable participation of teachers—

- (a) Much of the life and culture of the school is derived from school activities involving teachers and students conducted outside regular classroom contact;
- (b) The efforts of teachers who contribute significantly to the life and values of the school should be recognised;
- (c) Duty of care responsibilities must be considered in the planning of all activities conducted by the school;
- (d) There will be collaborative planning between school and staff in the allocation of teachers to all activities conducted by the school;
- (e) The competence, skills and qualifications of teachers, including part-time teachers, will be considered in the planning and allocating of activities conducted by the school, having regard for the teacher's professional development and family responsibilities;
- (f) Some schools may have expanded educational programs which may require flexible employment arrangements.

#### 27.—SUMMATIVE APPRAISAL

During the life of this Agreement, all forms of teacher appraisal (including Summative and Senior Teacher appraisal) will be re-negotiated.

#### 28.—PART TIME TEACHERS

##### (1) Contract of employment

- (a) In engaging a part time teacher schools will recognise that part time teachers are entitled to supplement their income through other employment.
- (b) The number of hours of scheduled class time and professional responsibilities and duties of a part time teacher shall be set out in writing by the employer at the time of engagement and at any other time when a variation occurs.

(2) A part time teacher's weekly rate of pay shall be assessed according to the following formula—

$$\frac{\text{Hours worked}}{\text{Full time teachers' hours}} \times \frac{\text{the appropriate}}{\text{full time salary}}$$

*Note: Hours = the number of hours of scheduled class time for the teacher*

(3) A part time teacher in a Primary School shall be given a proportional amount of release time for planning and preparation as given to a full time teacher in that school.

(4) A part time teacher shall be expected to undertake a proportional number of additional duties normally expected of a full time teacher in that school, provided that those duties fall at times adjoining that teacher's normal scheduled classroom teaching hours or on a usual day of employment, e.g. yard supervision, staff meetings, etc.

##### (5) Additional hours

- (a) Where an employer requires and the part time teacher agrees to work additional hours, the teacher shall be paid for each additional hour or part thereof at that teacher's normal part-time hourly rate of pay.
- (b) Such additional hours worked under this arrangement shall not result in proportionate adjustments under any other clause in the Award or this Agreement.

##### (6) Variation of hours

- (a) The school may vary the teaching load of a part time teacher from the beginning of each school year with 6 weeks notice or at any time by agreement with the teacher.

- (b) In the absence of the required notice as per subclause (a) and provided that the change involves a decrease in salary, the teacher's salary will be maintained at its former level for the period of the notice not given.

29.—SPECIAL LEAVE

(a) A teacher shall, on sufficient cause being shown, be granted special leave with pay.

(b) "Sufficient cause" is defined as a matter or situation for which

- (i) no other paid leave is available
- (ii) no other arrangements can reasonably be made
- (iii) the absence from duty is required due to pressing necessity.

(c) The period determined at the discretion of the employer having regard to all of the circumstances but would not normally exceed 3 days for any one instance.

30.—DISPUTE AVOIDANCE AND GRIEVANCE PROCEDURE

(1) The objective of these procedures is the avoidance and resolution of industrial disputation by measures based on consultation, co-operation and negotiation and the parties to a dispute shall make reasonable attempts to resolve the matter by mutual discussion and determination.

(2) Without prejudice to either party, the parties to this Agreement shall ensure the continuation of work in accordance with the Award, this Agreement and the custom and practice in Catholic Schools in Western Australia.

(3) (a) In the event of any matter arising which is of concern, the teacher shall discuss this matter with the Principal or his/her nominee.

(b) If the matter is not resolved at this level, the teacher and/or the Principal may refer the matter to the Independent Schools Salaried Officers' Association and/or the Catholic Education Office (Employee and Community Relations Team).

(In an attempt to resolve the matter it may be necessary to have formal discussion between the ISSOA and the Director of Catholic Education in Western Australia.)

(c) If the matter cannot be resolved at this level it may be referred to the Western Australian Industrial Relations Commission.

(4) Nothing contained in this procedure shall prevent the Secretary of the ISSOA or his/her nominee or the Director of Catholic Education in Western Australia or his/her nominee from entering into negotiations at any level either at the request of any of the parties to the dispute or on their own initiative in respect of matters in dispute should such action be considered conducive to achieving resolution of the dispute.

31.—SIGNATURES

.....	.....
(Signature)	(Signature)
M. H. WRIGHT	T. I. HOWE
(Name of signatory in block letters)	(Name of signatory in block letters)
The Sisters of Mercy Perth (Amalgamated) Inc.	Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers

WESTERN AUSTRALIAN CATHOLIC SCHOOLS (ENTERPRISE BARGAINING) AGREEMENT NO. 12 OF 2000. No. AG 175 of 2000.

2000 WAIRC 00504

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

**PARTIES** THE INDEPENDENT SCHOOLS SALARIED OFFICERS' ASSOCIATION OF WESTERN AUSTRALIA, INDUSTRIAL UNION OF WORKERS & OTHER V (NOT APPLICABLE)

**CORAM** COMMISSIONER S J KENNER

**DELIVERED** MONDAY, 28 AUGUST 2000

**FILE NO/S** AG 175/2000

Representation

**Applicant** Mr N Briggs

**Respondent**

Order:

HAVING heard Mr N Briggs on behalf of the applicant and there being no appearance on behalf of the respondent and by consent the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

- (1) THAT the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 12 of 2000 as filed in the Commission on 10 July 2000 in the terms of the following schedule be and is hereby registered as an industrial agreement.
- (2) THAT the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 12 of 1998 No AG 145 of 1998 be and is hereby cancelled.

(Sgd.) S. J. KENNER, Commissioner.

[L.S.]

Schedule.

1.—TITLE

This Agreement shall be known as the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 12 of 2000 and shall replace the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 12 of 1998.

2.—ARRANGEMENT

- 1. Title
- 2. Arrangement
- 3. Parties to the Agreement
- 4. Scope of Agreement
- 5. Relationship to Parent Award
- 6. Term of Agreement
- 7. Expiration of Agreement
- 8. No Extra Claims
- 9. No Duress
- 10. Objects of the Agreement
- 11. Conditions of Employment
- 12. Contract of Service
- 13. Salaries
- 14. Deferred Salary Scheme
- 15. Promotional Positions
- 16. Location Allowances
- 17. Sick Leave
- 18. Family Leave
- 19. Long Service Leave
- 20. Parental Leave
- 21. Redundancy Provisions
- 22. Playground Duty
- 23. Flexibility in the School Day/Year
- 24. Manner of Life
- 25. Professional Development
- 26. Professional Responsibilities
- 27. Summative Appraisal
- 28. Part Time Teachers

29. Special Leave
30. Dispute Avoidance and Grievance Procedure
31. Signatures

### 3.—PARTIES TO THE AGREEMENT

This Agreement is made between the Trustees of the Marist Brothers Southern Province and the Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers (the ISSOA), a registered organisation of employees.

### 4.—SCOPE OF AGREEMENT

(1) This Agreement shall apply to all teachers who are covered by the provisions of the Independent Schools' Teachers' Award (1976), as amended.

(2) The number of teachers covered by this agreement is 168.

### 5.—RELATIONSHIP TO PARENT AWARD

Except as provided by this Agreement, the conditions of employment of teachers employed in Catholic Schools in Western Australia will be in accordance with the Independent Schools' Teachers' Award (1976), as amended.

### 6.—TERM OF AGREEMENT

(1) This Agreement shall come into effect on and from 1 July 2000 and shall expire on 30 June 2003.

(2) During the term of this Agreement, the provisions of this Agreement may be varied by mutual agreement between the parties.

### 7.—EXPIRATION OF AGREEMENT

(1) On the expiration of this Agreement and in the absence of the registration of a subsequent Enterprise Agreement, the provisions of this Agreement shall prevail for the purposes of the conditions of employment that will apply to teachers covered by this Agreement.

(2) Negotiations for a new Enterprise Agreement will commence 6 months prior to the expiry of this Enterprise Agreement.

### 8.—NO EXTRA CLAIMS

It is a condition of this Agreement, that the parties will not make any further claims with respect to salaries and conditions during the period of this Agreement unless they are consistent with the State Wage Fixing Principles.

### 9.—NO DURESS

This Agreement was not entered into by either of the parties under duress from the other party or any other person or persons.

### 10.—OBJECTS OF THE AGREEMENT

In reaching this agreement the parties have recognised—  
Catholicity—

- The need to maintain a just working environment in which education can be provided in harmony with the aims, objectives and philosophy of Catholic education.

Professionalism—

- A mutual responsibility to protect, develop and enhance Catholic education within the State of Western Australia.
- The need to safeguard and enhance the quality of teaching and learning in Catholic schools in Western Australia and the public perception of it.

Flexibility—

- The variety of educational and managerial arrangements that exist requiring flexibility in the application of regulations that govern employment practices.
- The need to consolidate, and develop further, initiatives arising out of the award restructuring process.
- Productivity and efficiency have a growing influence in educational policies and practices.

Schools are expected to do more with the same level of resources, necessitating productivity and efficiency improvements which may be qualitative rather than quantitative.

### 11.—CONDITIONS OF EMPLOYMENT

The parties acknowledge that the following *Conditions of Employment of Teachers in Catholic Schools in WA (2000)* is an official statement of the Catholic Education Commission of Western Australia and as such applies to all teachers employed in a Catholic school in Western Australia.

Conditions of Employment of Teachers in Catholic Schools in WA (2000)

#### 1. The Employing Authority

1.1 In Diocesan accountable schools, the teacher is employed by the Bishop of the Diocese who delegates this power to the school board.

1.2 In Order accountable schools the teacher is employed by the Congregational Leader who may delegate this authority to a school board or principal.

#### 2. The Fundamental Responsibilities of the Teacher

A teacher is required, under the direction of the Principal, to contribute actively towards;

2.1 the maintenance of the Catholicity of the school through a manner of life and stated beliefs which are in keeping with the teachings of the Catholic Church;

2.2 the promotion of the religious instruction and formation of pupils in accordance with the directives and requirements of the Catholic Education Commission and the Bishop of the Diocese;

2.3 the undertaking of appropriate accreditation programs, as required.

#### 3. Duties

The teacher is required to—

- 3.1 perform such duties, teaching and non—teaching, as are customarily rostered and shared by all staff;
- 3.2 help ensure the provision of a Catholic perspective in the activities of the school;
- 3.3 model the leadership that is appropriate for all members of the school community;
- 3.4 keep abreast of current developments in educational theory and practice;
- 3.5 demonstrate a pastoral concern for each member of the school community.

#### 4. Other Matters

4.1 A full time teacher shall be permitted to engage in other employment provided that—

- (i) such employment does not affect the teacher's employment and professional responsibilities to the school, and
- (ii) the principal is notified

4.2 Any fraudulent misrepresentation in the teacher's curriculum vitae, or other documentation presented to the employer, which impacts on the employment contract of the teacher may result in the termination of the employment contract.

4.3 The teacher has the responsibility to advise the employer of any previous or current criminal convictions or proceedings that may conflict with the stated philosophy of a Catholic school and the objects of this agreement. The teacher acknowledges that the employer has the right to enquire about such convictions or proceedings, provided that the employer notifies the teacher of any inquiry prior to it being conducted.

### 12.—CONTRACT OF SERVICE

(1) When a teacher accepts an appointment within the Catholic system in Western Australia for the first time, the appointment is probationary and as such the teacher is subject to professional appraisal in the second year of employment so as to confirm ongoing employment.

(2) (a) Except in the case of a relief or temporary teacher, the termination of the service of a teacher shall require a minimum of six weeks' notice by either party to take effect from the close of school business at the end of the school term.

(b) Provided that the requirements of this subclause may be waived in part or in whole by mutual agreement between the teacher and the employer. Any request to waiver such notice shall not be unreasonably withheld by the employer, where it is deemed that the teacher has not been able to give the required notice through no fault of their own.

(c) Subject to the provisions of this subclause, failure to give the required notice shall make either party liable for the payment to the other party of an amount equivalent to the period of notice not given.

(d) When a teacher resigns, the employer reserves the right to withhold or recover an amount equivalent to any period of overpayment of salary. However, approval must be obtained from the Director of Catholic education before such action is proceeded with.

### 13.—SALARIES

(1) The minimum annual rate of salary payable to teachers engaged in the classifications prescribed in Clause 11.—Salaries of the Award shall be—

Step	Salary (\$)
Step 1	24,156
Step 2	25,570
Step 3	30,924
Step 4	32,672
Step 5	33,964
Step 6	36,002
Step 7	37,395
Step 8	39,081
Step 9	41,827
Step 10	43,113
Step 11	44,898
Step 12	46,428
Step 13	48,264

(2) Notwithstanding subclause (1) of this clause, if, during the life of this Agreement, the Education Department of Western Australia salaries receive a further general increase, then the rates in (1) shall increase by that general increase from the same operative date as the EDWA increase.

(3) Subject to the provisions for implementing the classification set out in the Appendix to the Award, an appointee to a Senior Teacher classification shall be entitled to the following annual allowance—

- (a) Level One—3.2 % of the maximum total salary per annum as prescribed in subclause (1) of this clause.
- (b) Level Two—6.9% of the maximum total salary per annum as prescribed in subclause (1) of this clause.

(4) Notwithstanding the provisions of subclause (5) of Clause 11.—Salaries of the Award, relief teachers employed for five (5) days or less may be engaged by the day or half day. A half day is determined as the hours usually worked in a school prior to or immediately following the lunch break.

#### (5) Accreditation B Certificate

(a) The holding of the study component of a current Accreditation B Certificate would allow a 3 year trained teacher with the 2 years of full time equivalent experience at Step 9 to move to Step 10 from 1 July 2000 and to step 11 from 1 January 2002.

(b) Thereafter, progression from Step 9 to Step 10 and then to Step 11, shall be by biennial steps for 3 year trained teachers.

#### (6) Upgrading from a 3 year to a 4 year qualification

When a teacher upgrades their teaching qualification from 3 years to 4 years, then in calculating the new position on the incremental scale in sub-clause(1), all previous relevant full time equivalent experience shall count.

#### (7) Salary Packaging

Salary packaging in compliance with the Catholic Education Commission of Western Australia's statement shall be available to teachers from 1 July 2000.

### 14.—DEFERRED SALARY SCHEME

Teachers may apply to have their salary payments deferred in accordance with the provisions of this clause.

#### (1) Eligibility

(a) Teachers who have been employed within the Catholic system for a minimum of two (2) years, including full time and part time teachers, are eligible to apply.

(b) Approval of applications will be determined by the employer based on the needs and requirements of the school.

#### (2) Period of Leave

(a) The period of leave will be for twelve (12) months, from 1 January to 31 December.

(b) Participants will not be able to return to a position at the same school during the 12 month leave period.

(c) Should alternative employment be sought during the year of leave, the teacher is to advise the employer.

(d) Should employment as a teacher be pursued within a Catholic school, only relief work may be undertaken by the teacher.

(e) The year of leave, the fifth year, will be taken in accordance with the conditions as prescribed within Clause 8—Leave, (3) Leave Without Pay of the Independent Schools' Teachers' Award.

#### (3) Payment of Salary

(a) During the four year accrual period participants in the scheme receive 80% of their normal fortnightly salary and will thus be taxed at this reduced rate of pay. Normal salary is defined as a teacher's normal fortnightly salary plus any associated teaching allowances.

In the fifth year, when leave is taken, the participants will receive the money contributed over the four year period. This amount can be paid fortnightly; in one lump sum payment; or two payments, one in each of the financial years.

(b) The participant will be taxed only on the amount actually received, in this case approximately 80% of the normal salary (including allowances). This is a significant taxation incentive for participants. It is recommended that, prior to entering into this scheme, prospective participants discuss taxation implications and other related issues with their accountant or financial adviser.

(c) It should be noted that interest is not paid on amounts accumulated during the accrual period. A taxation ruling prohibits such payment on the basis that people taking advantage of a taxation incentive cannot derive interest on those funds. Interest accrued will be utilised to offset the administrative costs of the fund.

#### (4) Suspension of Contributions

(a) Participation in the scheme will be suspended during any period of unpaid leave. Any period of unpaid leave will reduce payments into the fund and therefore proportionately reduce the accrued payment in the year of leave.

(b) A participant may elect to suspend contributions for a period of less than twelve months once during the accrual period. This will also reduce the accrued payment in the year of leave.

(c) The employer retains the discretionary authority to approve suspension for a period of twelve (12) months at the request of the participant. Such a suspension will extend the taking of the year of leave by one (1) year.

#### (5) Withdrawal

(a) The participant may withdraw from the scheme at any time by notifying the employer in writing. It should be noted that only the exact money paid into the scheme will be paid in a lump sum on withdrawal and no interest will be paid on this amount.

(b) The participant who withdraws from the scheme will be taxed on the lump sum payment and any other salary received during that financial year. Significant taxation implications may, therefore, apply.

#### (6) Long Service Leave, Sick Leave and Increment Entitlements

(a) A participant in the scheme will accrue the above entitlements at 100% of the normal accrual rate over the first four years only. The fifth year, the year of leave, is a non-accrual period.

(b) If a participant becomes eligible for long service leave during the fourth year of the deferred salary scheme, the long service leave entitlement will further be deferred and taken in the fifth year of the scheme or taken in the final term/semester of the fourth year of the scheme, or the first term/ semester of the sixth year.

#### (7) Workers' Compensation

(a) Participants in the scheme are covered by workers' compensation during the first four years of the scheme at 100% of

their normal salary. A participant in receipt of workers' compensation during the first four years may elect to continue in the deferred salary scheme or suspend their contributions until their return to full duties.

(b) Any period of suspension due to workers' compensation shall be undertaken in accordance with subclause (4) of this clause.

(c) During the fifth year, the year of leave, the participant is not covered by workers' compensation.

#### (8) Superannuation

Contributions are based on 100% of the participant's normal salary over the first four years only.

#### (9) Fund Management

The scheme will be managed by the Catholic Education Office. During the four year accrual period, schools will remit 20% of salary foregone to the Office on a two or four weekly basis. Participants will receive a statement from the Office at the end of each year showing the amount accumulated in the scheme. At the beginning of the fifth year, when leave is taken, the accumulated amount will be forwarded to the participant's school for payment through the school's payroll. All contributions to the scheme are guaranteed by the Catholic Education Office of WA.

#### (10) Portability

(a) Teachers are able to maintain their participation in the scheme should they transfer their employment between Catholic schools or to the Catholic Education Office.

(b) The teacher is obliged to notify the principal prior to appointment of their participation in the Deferred Salary Scheme and the date that leave is due to be taken.

(c) Participation in the Deferred Salary Scheme shall not impede an application for employment in a Catholic school.

#### (11) Implementation Date

(a) Applications are to be forwarded to the Principal by the close of business 31 August of the year prior to the year of commencement.

(b) Schools will endeavour to notify the teacher of the result of their applications by 31 October of the same year.

### 15.—PROMOTIONAL POSITIONS

(1) The minimum promotional allowance payable to teachers engaged in the classifications prescribed in Clause 11.—Salaries, subclause (7) of the Award shall be—

(a) Promotion Level 1 Category A: 14.8% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.

(b) Promotion Level 1 Category B: 12.5% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.

(c) Promotion Level 1 Category C: 10.0% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.

(d) Promotion Levels 2, 3 and 4 shall be paid 70%, 50% and 30% respectively of Promotion Level 1 of the appropriate school category.

(2) In lieu of subclause (1) of this clause, a school may—

(a) after consultation with the staff and

(b) with the agreement of the parties to this Agreement opt to introduce a school based system of promotional positions to replace the arrangements in subclause (1).

(3) The structure and minimum promotional allowance payable to teachers engaged in the classifications prescribed in Clause 11.—Salaries, subclause (8), of the Award shall be as follows—

(a) In schools with 100—300 students—

(i) one Assistant Principal at 15.5% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement; or

(ii) two Assistant Principals each at 7.75% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.

(b) In schools greater than 300 students—

(i) two Assistant Principals each at 15.5% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement; or

(ii) three Assistant Principals each at 10.3% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.

### 16.—LOCATION ALLOWANCES

Teachers shall be paid the allowance provided for below in lieu of the allowance prescribed in subclause (1) of Clause 17.—Location Allowances of the Award.

Town	Full Rate Allowance \$/week	Half Rate Allowance \$/week
Balgo Hills	160.24	80.12
Boulder	14.42	7.21
Beagle Bay	145.36	72.68
Billiluna	160.24	80.12
Broome	104.97	52.48
Carnarvon	45.15	22.58
Derby	109.62	54.81
Esperance	27.11	13.56
Gibb River	160.24	80.12
Kalgoorlie	14.42	7.21
Karratha	108.38	54.19
Kununurra	137.68	68.89
Lake Gregory/Mulan	160.24	80.12
Lombadina	145.36	72.68
Mullewa	5.52	2.76
Port Hedland	101.07	50.54
Red Hill/Halls Creek	129.18	64.59
Ringer Soak	160.24	80.12
Southern Cross	26.48	13.24
Tardun	47.93	23.97
Turkey Creek	145.36	72.68
Wyndham	136.66	68.33

### 17.—SICK LEAVE

A medical certificate from a legally qualified medical practitioner shall be regarded as proof of sickness.

### 18.—FAMILY LEAVE

(1) Use of sick leave

(a) A teacher with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill. Such leave shall not exceed five (5) days in any calendar year and is not cumulative.

(b) The teacher shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

(c) The entitlement to use sick leave is subject to—

(i) the teacher being responsible for the care of the person concerned; and

(ii) the person concerned being either a member of the teacher's immediate family or a member of the teacher's household.

(d) The teacher shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the teacher, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the teacher to give prior notice of absence, the teacher shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(2) Use of unpaid leave

A teacher may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill.

(3) Nothing contained in this clause shall prevent a teacher from making application for leave as prescribed in Clause 8.—Leave, subclause (1) Special Leave of the Award.

## 19.—LONG SERVICE LEAVE

(1) As from 1 January 1995, a teacher's entitlement to paid long service leave for each year of service within the Catholic Education system, will accrue at the following rates—

- (a) up to ten years of continuous service, 1.3 weeks for each year of service;
- (b) for each subsequent year, 1.86 weeks for each year of service.

(2) Subject to subclause (5) of this clause, a teacher who has accrued a minimum entitlement of ten weeks' long service leave shall be entitled to take such leave.

(3) For any service prior to the 1st January 1995, the provisions of long service leave shall be that which is prescribed under the terms of the Award.

(4) The process required for the taking of leave shall be as follows—

- (a) the employer shall advise the teacher of his/her impending entitlement to take long service leave prior to the completion of term three in the year preceding the entitlement becoming due;
- (b) the teacher shall advise the employer no later than the commencement of term four of the preceding year of their intention or otherwise to take leave;
- (c) where an agreement has been reached for the taking of long service leave and circumstances arise that necessitates an adjustment of such leave, then any request for the adjustment shall not be unreasonably withheld.

(5) Where the continuous service of a teacher during the period of accrual contains any period which is less than full time then that teacher's entitlement shall be calculated as follows—

- (a) the number of weeks accrued shall be in accordance with subclause (1) above; and
- (b) payment for the period accrued shall be the average that the teacher's hours bears to that of a full time teacher over the accrual period.

(6) The teacher continues to accrue long service leave entitlement for any period during which the teacher is absent on full pay from his/her duties; long service leave does not accrue for any period exceeding two weeks during which the teacher is absent on unpaid leave.

(7) (a) For the purposes of calculating long service leave entitlement the employer shall allow a break of service up to two terms without penalty to the teacher. Such a break in service shall be deemed to be 'leave without pay' for the purposes of calculating that teacher's entitlement.

(b) The provisions of this subclause shall not prevail if a teacher has been paid a pro-rata payment for accrued long service leave at the time of the break of service.

(8) Vacation leave observed by the school shall count for the purposes of calculating a teacher's entitlement to long service leave.

(9) Any public holiday which occurs during the period a teacher is on long service leave shall be treated as part of the long service leave and extra days in lieu thereof shall not be granted.

(10) Where a teacher has become entitled to a period of long service leave in accordance with the clause, the teacher shall commence such leave as soon as possible after the accrual date by one of the following options, at a time mutually agreed between the employer and the teacher—

- (a) as a term with the excess entitlement being retained as unused accrued long service leave; or
- (b) as a semester, with approved leave without pay for that portion which exceeds the fully accrued long service leave entitlement; or
- (c) with the agreement of the employer, as a term with the excess entitlement being paid for in addition to the ordinary payment for such leave.
- (d) with the agreement of the employer and in special circumstances, a lesser period may be taken than that prescribed in this subclause

(Notation: For the purposes of this subclause a semester is defined as school terms 1 and 2 or 3 and 4.)

(11) Payment for long service leave shall be made in full before the teacher goes on leave, or by agreement between the teacher and the employer at the same time as the teacher's salary would have been paid if the teacher had remained at work.

(12) Where a teacher has completed at least 7 continuous years of service and employment is terminated—

- (a) by the teacher's death; or
- (b) in any circumstances, other than serious misconduct;

the amount of leave shall be such as has accrued under the provisions of subclause (1) of this clause.

(13) In the case to which subclause (12) of this clause applies, and in any case in which the employment of the teacher who has become entitled to leave hereunder is terminated before such leave is taken or fully taken, the employer shall—

- (a) upon termination of employment otherwise than by death, pay to the teacher; or
- (b) upon termination of employment by death, pay to the personal representative of the teacher upon request by the personal representative,

a sum equivalent to the amount which would have been payable in respect of the period of leave to which he/she is entitled or deemed to have been entitled and which would have been taken but for such termination.

Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.

(14) Accrued long service leave entitlements are portable between all Catholic schools in Western Australia and those schools subject to the Catholic Schools Long Service Leave Interstate Portability Agreement.

## 20.—PARENTAL LEAVE

Subject to the terms of this clause, a teacher is entitled to maternity, paternity and adoption leave and to work part time in connection with the birth or adoption of a child.

**Part 1—Parental Leave****(1) Eligibility for Maternity and Paternity Leave**

(a) If a teacher or the teacher's spouse becomes pregnant, the teacher shall, subject to the conditions hereunder, be entitled to parental leave in accordance with the provisions of this clause.

**Conditions of eligibility—**

- (i) The teacher is a full-time teacher or is a part-time teacher whose teaching allotment is not less than three hours per week, but not a relief teacher.
- (ii) The teacher has had not less than 12 months continuous service in Catholic education in Western Australia immediately preceding the date upon which the teacher proceeds on such leave.
- (iii) The teacher shall produce to the employer a certificate from a legally qualified medical practitioner stating the presumed date of confinement.
- (iv) The teacher shall produce a statutory declaration stating particulars of any period of parental leave sought or taken by the teacher's spouse and that for the period of parental leave the teacher will not engage in any action inconsistent with the teacher's contract of employment.

(b) Such leave shall be without pay.

(c) The teacher's entitlement shall be reduced by any period of parental leave taken by the teacher's spouse in relation to the same child and, apart from parental leave of up to one week at the time of confinement, shall not be taken concurrently.

**(2) Single Period of Parental Leave and Commencement**

(a) Subject to subclauses (3) and (6) hereof—

- (i) the period of maternity leave shall be for an unbroken period of from six (6) to one hundred and four (104) weeks and shall include a period of six (6) weeks compulsory leave to be taken immediately following confinement;
- (ii) the period of paternity leave shall be for an unbroken period of from one (1) to one hundred and four (104) weeks and shall include a period of one (1)

week compulsory leave to be taken immediately following confinement.

- (iii) however, the period of leave for a replacement teacher shall not extend beyond the period for which they have been engaged as a replacement teacher.

(b) A teacher shall not less than ten (10) weeks prior to the presumed date of confinement produce to the employer the certificate referred to in subclause (1)(a)(iii) and give notice in writing to the employer setting out the presumed date of confinement and the date upon which the teacher proposes to commence parental leave stating the period of leave to be taken.

(c) An employer by not less than fourteen (14) days' notice in writing to the teacher, may require the teacher to commence maternity leave at anytime within the six (6) weeks immediately prior to her presumed date of confinement, except where the teacher can produce a medical certificate from the legally qualified medical practitioner in subclause (1)(a)(iii) stating that they are fit to continue normal duties during the six (6) weeks prior to the presumed date of confinement.

(d) A teacher shall not be in breach of this provision as a consequence of failure to give the stipulated period of notice in accordance with paragraph (c) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.

(3) Further period of Parental Leave resulting from a subsequent pregnancy

(a) For the purposes of this clause a further period of parental leave shall mean a period of parental leave resulting from a subsequent pregnancy taken without a return to work from an initial period of parental leave and shall be deemed to be a new and separate period of parental leave.

(b) When a teacher who is already on parental leave under this clause applies for a further period of leave because of a subsequent pregnancy, the period of parental leave shall be for an agreed period and shall commence from the date of confinement and shall cease at either the start of the next school year or the start of the year following as determined by the teacher.

(c) Application for a subsequent period of parental leave shall comply with the provisions contained in subclauses (1) and (2) above, save that this will not require a teacher currently on paternity leave to return to work during the period of compulsory maternity leave of the mother following the birth of another child.

(4) Transfer to a Safe Job prior to Maternity Leave

(a) When in the opinion of a legally qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the teacher make it inadvisable for the teacher to continue at her present work the teacher shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

(b) If the transfer to a safe job is not practicable, the teacher may, or the employer may require the teacher to take leave for such period as is certified necessary by a legally qualified medical practitioner and such leave shall be treated as maternity leave for the purposes of subclauses (9), (10), (11) and (13) hereof.

(5) Variation of Maternity Leave

(a) Provided the addition does not extend each period of parental leave beyond one hundred and four (104) weeks, the period may be lengthened only once (save with the agreement of the employer) by the teacher giving not less than seven (7) weeks notice in writing stating the period by which the leave is to be lengthened.

(b) The period of leave may, with the consent of the employer, be shortened by the teacher giving not less than seven (7) working weeks notice in writing stating the period by which the leave is to be shortened.

(c) The provisions of paragraphs (a) and (b) hereof do not apply to those teachers taking further periods of leave, unless the employer consents.

(6) Cancellation of Parental Leave

(a) Parental leave applied for but not commenced shall be cancelled where the pregnancy of a teacher or the teacher's spouse terminates other than by the birth of a living child.

(b) Where the pregnancy of a teacher then on maternity leave terminates other than by the birth of a living child, it shall be the right of the teacher to resume work at a time nominated by the employer (which shall be no later than the beginning of the next succeeding term from the date of the notice in writing by the teacher to the employer that she wishes to resume work).

(c) In this case the teacher may undertake temporary employment with another employer without affecting his/her contract of service with the school from which he/she took leave.

(7) Special Maternity Leave and Sick Leave

(a) Where the pregnancy of a teacher not then on maternity leave terminates after twenty-eight (28) weeks other than by the birth of a living child, then—

- (i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a legally qualified medical practitioner certifies as necessary before her return to work; or
- (ii) for illness other than the normal consequences of confinement she shall be entitled either in lieu of or in addition to special maternity leave to such paid sick leave to which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work.

(b) Where a teacher not then on maternity leave suffers illness related to her pregnancy, she may take such sick leave to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a legally qualified medical practitioner certifies as necessary before her return to work provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed one hundred and four (104) weeks for the first period of maternity leave.

(c) For the purposes of subclauses (8), (9) and (10) hereof maternity leave shall include special maternity leave.

(d) A teacher returning to work after a period of leave taken pursuant to this subclause shall, subject to paragraph (e), be entitled to a position commensurate with her qualifications, experience and previous classification.

(e) A part-time teacher shall be entitled to return to a position which includes the same number of hours per week but not necessarily the same times or class levels.

(8) Parental Leave and Other Entitlements

Provided the aggregate of leave, including leave taken pursuant to subclauses (4) and (7) hereof, does not exceed one hundred and four (104) weeks for each period of parental leave or does not negate the obligation to return to work at the beginning of the school year for further periods of parental leave as defined in subclause (3)(a);

(a) a teacher may in lieu of or in conjunction with parental leave take any annual leave or long service leave or any part thereof to which the teacher is then entitled;

(b) paid leave other than long service leave is not available to a teacher during the teacher's absence on parental leave.

(9) Effect of Parental Leave on Employment

Notwithstanding any provision to the contrary, absence on parental leave shall not break the continuity of service of a teacher but shall not be taken into account in calculating the period of service for any purpose of this Agreement.

(10) Termination of Employment

(a) A teacher on parental leave may terminate employment at any time during the period of leave by due notice given.

(b) An employer shall not terminate the employment of a teacher on the grounds of pregnancy or absence on parental leave but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(11) Return to work after a single period of Parental Leave

(a) Except as provided in paragraph (b) hereof, a teacher will return to work only from the beginning of a school term, preferably from the beginning of a school year and will indicate an intention of returning to work by giving in writing not less than seven (7) working weeks' notice wholly within a school term, that notice to be immediately prior to the proposed school term of commencement.

(b) An employer may by agreement with the teacher arrange for a teacher to return to work at some date other than the commencement of a school term.

(c) Provided the notice required pursuant to paragraph (a) above has been given, a teacher shall be entitled to a position commensurate with the teacher's qualifications, experience and previous classification.

(d) A part-time teacher shall be entitled to return to a position which includes the same number of hours per week, but not necessarily the same times or class levels.

(e) If no confirmation of an intention to return is received, the employer shall take reasonable steps of inquiry prior to making other arrangements.

(12) Return to work from a further period of parental leave resulting from a subsequent pregnancy

(a) A teacher will return to work only from the beginning of a school year and will indicate an intention of returning to work by giving in writing not less than seven (7) working weeks notice wholly within a school term in the school year prior to the intended return.

(b) Return to work from a further period of parental leave resulting from a subsequent pregnancy will comply with subclause (11) paragraphs (b), (c), (d) and (e).

#### (13) Replacement Teachers

(a) A teacher specifically engaged as a result of a teacher proceeding on parental leave will normally be a replacement teacher provided however that such replacement teacher does not have to fill the position vacated by the teacher proceeding on parental leave.

(b) Before an employer engages a replacement teacher under this subclause, the employer shall inform that person of the temporary nature of the employment and the rights of the teacher who is being replaced.

(c) Before an employer temporarily promotes or transfers a teacher to replace a teacher exercising rights under this clause the employer shall inform that person of the temporary nature of the promotion or transfer and the rights of the teacher who is being replaced.

(d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement teacher.

### Part 2—Adoption Leave

#### (1) Definitions

In this subclause

“child”, in relation to a teacher, means a person under the age of 5 years who is placed with the teacher for the purposes of adoption and who has not previously lived continuously with the teacher for a period of 6 months or more or is not a child or step-child of the teacher or of the spouse of the teacher.

“primary care-giver” means a person who assumes the principal role of providing care and attention to a child.

“relative adoption” occurs where a child is adopted by a parent, a spouse of a parent or another relative, being a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

#### (2) Eligibility for adoption leave

(a) A teacher is, on production to the employer of the documentation required by subclause (3) below entitled to one or two periods of adoption leave, the total of which must not exceed 104 weeks in the following circumstances—

(i) An unbroken period of up to 3 weeks at a time of the placement of the child (referred to in this subclause as “short adoption leave”);

(ii) An unbroken period of up to 104 weeks from the time of the placement of the child in order to be the primary care-giver of the child (referred to in this clause as “extended adoption leave”). This entitlement is to be reduced by any period of short adoption leave taken and the aggregate of any periods of adoption leave taken or to be taken by the teacher's spouse in relation to the same child. Save that for a replacement or relieving teacher, that period of leave shall not extend beyond the period for which they have been engaged as a replacement or relieving teacher;

(b) Extended adoption leave is not to be taken concurrently with adoption leave taken by the teacher's spouse in relation to the same child.

(c) The teacher must have had at least one year of continuous service within Catholic education in Western Australia immediately preceding the date on which the teacher commences either period of leave.

#### (3) Certification

(a) Before taking adoption leave, the teacher must produce to the employer a statement from an adoption agency or another appropriate body of the expected date of placement of the child with the teacher for adoption purposes; or a statement from the appropriate government authority confirming that the teacher is to have custody of the child pending application for an adoption order.

(b) In relation to any period of extended adoption leave to be taken, the teacher must also produce a statutory declaration—

(i) stating that the teacher is seeking that period of adoption leave to become the primary care-giver of the child; and

(ii) stating particulars of any period of adoption leave sought or taken by the teacher's spouse; and

(iii) stating the teacher's agreement that for the period of the teacher's adoption leave the teacher will not engage in any action inconsistent with the teacher's contract of employment.

#### (4) Notice requirements

(a) On receiving notice of approval for adoption purposes, a teacher must notify the employer of the approval and within two (2) months after receiving notice of the approval, must further notify the employer of the period or periods of adoption leave which the teacher proposes to take. In the case of a relative adoption, the teacher must so notify the employer on deciding to take a child into custody pending an application for an adoption order.

(b) A teacher who commences employment with an employer after the date of approval for adoption purposes must notify the employer of that date on commencing employment and of the period of adoption leave which the teacher proposes to take.

(c) A teacher must, as soon as the teacher is aware of the expected date of placement of a child for adoption purposes but no later than fourteen (14) days before the expected date of placement, give notice in writing to the employer of that date, and of the date of commencement of any period of short adoption leave to be taken.

(d) A teacher must, at least seven (7) weeks before the proposed date of commencing any period of extended adoption leave to be taken, give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.

(e) A teacher shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with paragraphs (c) or (d) hereof if the failure is caused by—

(i) the requirement of an adoption agency for the teacher to accept earlier or later placement of a child; or

(ii) the death of the teacher's spouse.

#### (5) Variation of period of adoption leave

(a) Provided the addition does not extend adoption leave beyond 104 weeks, the period of extended adoption leave may be lengthened once only by the teacher giving not less than twenty-one (21) days notice in writing stating the period by which the leave is to be lengthened.

(b) The period may be further lengthened by agreement between the employer and the teacher.

(c) The period of extended adoption leave may, with the consent of the employer, be shortened by the teacher giving not less than seven (7) working weeks notice in writing stating the period by which the leave is to be shortened.

#### (6) Cancellation of adoption leave

(a) Adoption leave, applied for but not commenced, is cancelled should the placement of the child not proceed.

(b) If the placement of a child for adoption purposes with a teacher then on adoption leave does not proceed or continue,

it shall be the right of the teacher to resume work at a time nominated by the employer (which shall be no later than the beginning of the next succeeding term from the date of the notice in writing by the teacher to the employer that the teacher wishes to resume work).

(d) In this case, the teacher may undertake temporary employment with another employer without affecting his/her contract of service with the school from which he/she took leave.

(7) Special Adoption leave

The employer must grant to any teacher who is seeking to adopt a child any leave not exceeding two (2) days (paid or otherwise), that is required by the teacher to attend any compulsory interviews or examinations that are necessary as part of the adoption procedure.

(8) Adoption leave and other entitlements

(a) So long as the aggregate of any leave, including leave taken under this subclause does not exceed 104 weeks, a teacher may, instead of or in conjunction with adoption leave, take any annual leave or long service leave or any part of it to which the teacher is entitled.

(b) Paid leave other than long service leave is not available to a teacher during the teacher's absence on adoption leave.

(9) Effect of adoption leave on employment

Notwithstanding any provision to the contrary, absence on adoption leave shall not break the continuity of service of a teacher but shall not be taken into account in calculating the period of service for any purpose of this Agreement provided that absence on adoption leave shall count for purposes of subclause (2)(c) above.

(10) Termination of employment

(a) A teacher on adoption leave may terminate employment at any time during the period of leave by due notice given.

(b) An employer shall not terminate the employment of a teacher on the ground of the teacher's absence on adoption leave but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(11) Return to work after adoption leave

(a) Except as provided in paragraph (b) hereof, a teacher will return to work only from the beginning of a school term, preferably from the beginning of a school year and will indicate an intention of returning to work by giving in writing not less than seven (7) weeks' notice, that notice to be immediately prior to the proposed school term of commencement.

(b) An employer may by agreement with the teacher arrange for a teacher to return to work at some date other than the commencement of a school term.

(c) Provided the notice required pursuant to subclause (a) above has been given, a teacher shall be entitled to a position commensurate with the teacher's qualifications, experience and previous classification.

(d) A part-time teacher shall be entitled to return to a position which includes the same number of hours per week, but not necessarily the same times or class levels.

(e) If no confirmation of an intention to return is received, the employer shall take reasonable steps of inquiry prior to making other arrangements.

(12) Replacement Teachers

(a) A teacher specifically engaged as a result of a teacher proceeding on adoption leave will normally be a replacement teacher provided however that such replacement teacher does not have to fill the position vacated by the teacher proceeding on adoption leave.

(b) Before an employer engages a replacement teacher under this subclause, the employer shall inform that person of the temporary nature of the employment and the rights of the teacher who is being replaced.

(c) Before an employer temporarily promotes or transfers a teacher to replace a teacher exercising rights under this clause the employer shall inform that person of the temporary nature of the promotion or transfer and the rights of the teacher who is being replaced.

(d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement teacher.

### Part 3—Part-time Work

#### (1) Definitions

In this subclause

“Female teacher” means an employed female who is pregnant or is caring for a child whom she has borne or a child who has been placed with her for adoption purposes.

“Male teacher” means an employed male who is caring for a child of his spouse or a child placed with the teacher for adoption purposes.

“Part-time employment” means work of a lesser number of hours than constitutes full-time work under this Agreement, but does not include temporary or casual work.

“Former position” means the position held by a teacher immediately before commencing part-time employment under this subclause or, if such position no longer exists but there are other positions available for which the teacher is qualified and capable of performing, a position as nearly as possible comparable in status and pay to that of the position held by the teacher immediately before commencing part-time work.

#### (2) Entitlement

With the agreement of the employer—

- (a) a female teacher may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy necessary or desirable;
- (b) a female teacher may work part-time in one or more periods at any time from the seventh week after the date of the birth of the child until its third birthday;
- (c) a male teacher may work part-time in one or more periods at any time from the date of the birth of the child until its third birthday;
- (e) in relation to adoption, a female or male teacher may work part-time in one or more periods at any time from the date of placement of the child until the third anniversary of that date.

#### (3) Return to former position

(a) A teacher who has had at least one year of continuous service within Catholic education in Western Australia immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to their former position.

(b) Nothing in paragraph (a) hereof shall prevent the employer from permitting the teacher to return to their former position after a second or subsequent period of part-time employment.

#### (4) Effect of part-time work on continuous service

Under this Agreement, commencement on part-time employment under this subclause and return from part-time employment to full-time employment under this subclause does not break the continuity of service of a teacher.

#### (5) Pro-rata entitlements

Subject to the provisions of this subclause and the matters agreed to in subclause (6) hereof, part-time employment shall be in accordance with the provisions of the Award and/or this Agreement and shall apply pro-rata.

#### (6) Part-time Work Agreement

- (a) Before commencing a period of part-time employment under this subclause the employer and the teacher shall agree—
  - (i) that the teacher may work part-time;
  - (ii) upon the hours to be worked by the teacher, the days upon which they will be worked and the commencing times for the work;
  - (iii) upon the period of part-time employment.
- (b) The terms of this agreement may be varied by consent.
- (c) The terms of this agreement and any variation to it shall be in writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the teacher by the employer.

(d) The work to be performed part-time need not be the work performed by the teacher in the teacher's former

position but shall be work commensurate with the teacher's qualifications, experience and previous classification.

(e) An employer may request, but not require, a teacher working part-time under this clause to work outside or in excess of the teacher's ordinary hours of duty provided for in accordance with paragraph (a) hereof.

#### (7) Termination of Employment

(a) The employment of a part-time teacher under this clause may be terminated in accordance with the provisions of the Award and/or this Agreement but may not be terminated by the employer because the teacher has exercised or proposes to exercise any rights under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.

(b) Any termination benefits payable to a teacher whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time teacher as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time teacher on a pro-rata basis.

#### (8) Replacement Teachers

(a) A teacher specifically engaged as a result of a teacher proceeding on part-time employment under this subclause will normally be a replacement teacher.

(b) Before an employer engages a replacement teacher under this subclause, the employer shall inform that person of the temporary nature of the employment and the rights of the teacher who is being replaced.

(c) Before an employer temporarily promotes or transfers a teacher to replace a teacher exercising rights under this clause the employer shall inform that person of the temporary nature of the promotion or transfer and the rights of the teacher who is being replaced.

(d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement teacher.

### 21.—REDUNDANCY PROVISIONS

(1) Should a position in a Catholic school become redundant then the provisions of—

- (a) the Workplace Relations Act (1996); and/or
  - (b) the Catholic Education Commission of Western Australia policy on redundancy; and/or
  - (c) this Agreement,
- whichever is the greater, shall apply.

(2) In calculating the years of service of a teacher, all continuous service within Catholic schools in Western Australia will be considered and not only the service completed at the current school.

(3) Where a school proposes to make one or more teaching positions redundant the employer shall make redundancy payments to the teachers made redundant—

<u>Period of Service</u>	<u>Weeks of severance pay.</u>
Less than 1 year	Nil
One year and less than two years	4 weeks
Two years and less than three years	6 weeks
Three years and less than four years	7 weeks
Four years and above	2 weeks per year of service to a maximum of 16 weeks.

(4) When the employer identifies a potential redundancy and before a teacher is named as the person whose position has been declared redundant, the employer shall offer all teachers at that school the opportunity to take leave without pay for a period of one school year or such a period to resolve the potential redundancy. Where a suitable application is received that resolves the potential redundancy, then the teacher shall be granted leave without pay for the period.

(5) Continuity of service for all purposes of the Award and/or this Agreement shall apply where a teacher has been made redundant and is re-employed by a Catholic school within six months.

(6) If during the life of this Agreement the Australian Industrial Relations Commission moves to a new redundancy standard in excess of the provisions of this clause, then the new standard will apply and as such the parties agree to amend this Agreement accordingly.

(7) Notwithstanding the other provisions of this clause, nothing shall prevent the parties from negotiating a redundancy settlement in excess of the provisions as determined in subclause (3) of this clause.

### 22.—PLAYGROUND DUTY

Where a teacher is required to perform playground supervision, such supervision shall be so rostered as to allow a fair and reasonable midday meal break.

### 23.—FLEXIBILITY IN THE SCHOOL DAY/YEAR

(1) Flexible working hours for teachers may be implemented at schools where an improved curriculum can be offered, or more effective and efficient use of resources occurs.

The following criteria shall be applied prior to the implementation of flexible hours—

- (a) a consultative process to occur at school level involving all stakeholders, including the ISSOA, school decision making groups, parents, students and staff;
- (b) issues such as duty of care, health, safety and welfare, equity and other legislative requirements allowed for;
- (c) workloads and career aspirations have been considered;
- (d) individual circumstances have been fairly and reasonably considered;
- (e) the distribution of hours to be equitable.

(2) Specifically excluded from these flexibility arrangements are increased working hours for teachers.

### 24.—MANNER OF LIFE

(1) Where an allegation has been made against a teacher with regard to the teacher's manner of life and/or stated beliefs which may be in breach of Clause 11.—Conditions of Employment, subclause (2)(a) of this Agreement, the following procedures shall apply—

#### (2) The Allegation

(a) Any allegation for breach of this clause shall be directed to the Principal of the school in which the teacher is employed and shall be in writing stating—

- (i) the nature of the allegation;
- (ii) the proof supporting the allegation; and
- (iii) the source of the allegation.

(b) The person/s making the allegation must have direct knowledge of the alleged breach and shall be required to support the allegation in conformity with the provisions as outlined in paragraph (a) of this subclause.

(c) The Principal and/or the person/s making the allegation should observe confidentiality at all times and the Principal shall advise such person/s of the seriousness of their allegation and counsel such person/s of the consequences of malicious, false or exaggerated allegations.

(d) The employer shall record the details of the allegation and where necessary clarify any matter pertaining to the allegation.

#### (3) Advising the Teacher

(a) (i) Should the employer determine that the allegation cannot be sustained, the matter shall be discontinued and the person/s making the allegation advised accordingly.

(ii) Should the circumstances warrant, the employer may advise the teacher of the allegation and the outcome as prescribed in paragraph (a)(i) of this subclause.

(b) If the employer determines that the allegation needs to be acted upon, he/she shall advise the teacher in writing stating—

- (i) the nature of the allegation;
- (ii) the proof supporting the allegation;
- (iii) the source of the allegation;

- (iv) the potential consequences if the allegation is proven;
- (v) that the teacher is not required to answer the allegation immediately but may elect to seek the appropriate advice and representation; and
- (vi) a reasonable time frame for a response.

(4) Where an allegation for breach of this clause has been confirmed by the teacher, the teacher shall be offered the opportunity to rectify the matter where possible, in a manner agreed between the teacher and the employer. Such agreement shall be in writing.

(5) Should the matter not be resolved in accordance with subclauses (3) or (4) of this clause, the provisions of Clause 30.—Dispute Avoidance and Grievance Procedures of this Agreement shall apply.

25.—PROFESSIONAL DEVELOPMENT

Professional development has as its priority the upgrading of professional knowledge and skills. Both the school and the teacher should share the responsibility of teachers’ professional development.

In addition to courses provided in school hours, the parties accept that courses outside of school hours should be made available to teachers. Access to such courses should be at the discretion of the teacher.

26.—PROFESSIONAL RESPONSIBILITIES

(1) The parties recognise that there is a wide range of duties and responsibilities involved in the profession of teaching.

(2) The parties recognise that the following principles apply in addressing the fair and reasonable participation of teachers—

- (a) Much of the life and culture of the school is derived from school activities involving teachers and students conducted outside regular classroom contact;
- (b) The efforts of teachers who contribute significantly to the life and values of the school should be recognised;
- (c) Duty of care responsibilities must be considered in the planning of all activities conducted by the school;
- (d) There will be collaborative planning between school and staff in the allocation of teachers to all activities conducted by the school;
- (e) The competence, skills and qualifications of teachers, including part-time teachers, will be considered in the planning and allocating of activities conducted by the school, having regard for the teacher’s professional development and family responsibilities;
- (f) Some schools may have expanded educational programs which may require flexible employment arrangements.

27.—SUMMATIVE APPRAISAL

During the life of this Agreement, all forms of teacher appraisal (including Summative and Senior Teacher appraisal) will be re-negotiated.

28.—PART TIME TEACHERS

(1) Contract of employment

(a) In engaging a part time teacher schools will recognise that part time teachers are entitled to supplement their income through other employment.

(b) The number of hours of scheduled class time and professional responsibilities and duties of a part time teacher shall be set out in writing by the employer at the time of engagement and at any other time when a variation occurs.

(2) A part time teacher’s weekly rate of pay shall be assessed according to the following formula—

$$\frac{\text{Hours worked}}{\text{Full time teachers' hours}} \times \frac{\text{the appropriate}}{\text{full time salary}}$$

*Note: Hours = the number of hours of scheduled class time for the teacher*

(3) A part time teacher in a Primary School shall be given a proportional amount of release time for planning and preparation as given to a full time teacher in that school.

(4) A part time teacher shall be expected to undertake a proportional number of additional duties normally expected of a full time teacher in that school, provided that those duties fall at times adjoining that teacher’s normal scheduled classroom

teaching hours or on a usual day of employment, e.g. yard supervision, staff meetings, etc.

(5) Additional hours

(a) Where an employer requires and the part time teacher agrees to work additional hours, the teacher shall be paid for each additional hour or part thereof at that teacher’s normal part-time hourly rate of pay.

(b) Such additional hours worked under this arrangement shall not result in proportionate adjustments under any other clause in the Award or this Agreement.

(6) Variation of hours

(a) The school may vary the teaching load of a part time teacher from the beginning of each school year with 6 weeks notice or at any time by agreement with the teacher.

(b) In the absence of the required notice as per subclause (a) and provided that the change involves a decrease in salary, the teacher’s salary will be maintained at its former level for the period of the notice not given.

29.—SPECIAL LEAVE

(a) A teacher shall, on sufficient cause being shown, be granted special leave with pay.

(b) “Sufficient cause” is defined as a matter or situation for which—

- (i) no other paid leave is available
- (ii) no other arrangements can reasonably be made
- (iii) the absence from duty is required due to pressing necessity.

(c) The period determined at the discretion of the employer having regard to all of the circumstances but would not normally exceed 3 days for any one instance.

30.—DISPUTE AVOIDANCE AND GRIEVANCE PROCEDURE

(1) The objective of these procedures is the avoidance and resolution of industrial disputation by measures based on consultation, co-operation and negotiation and the parties to a dispute shall make reasonable attempts to resolve the matter by mutual discussion and determination.

(2) Without prejudice to either party, the parties to this Agreement shall ensure the continuation of work in accordance with the Award, this Agreement and the custom and practice in Catholic Schools in Western Australia.

(3) (a) In the event of any matter arising which is of concern, the teacher shall discuss this matter with the Principal or his/her nominee.

(b) If the matter is not resolved at this level, the teacher and/or the Principal may refer the matter to the Independent Schools Salaried Officers’ Association and/or the Catholic Education Office (Employee and Community Relations Team).

(In an attempt to resolve the matter it may be necessary to have formal discussion between the ISSOA and the Director of Catholic Education in Western Australia.)

(c) If the matter cannot be resolved at this level it may be referred to the Western Australian Industrial Relations Commission.

(4) Nothing contained in this procedure shall prevent the Secretary of the ISSOA or his/her nominee or the Director of Catholic Education in Western Australia or his/her nominee from entering into negotiations at any level either at the request of any of the parties to the dispute or on their own initiative in respect of matters in dispute should such action be considered conducive to achieving resolution of the dispute.

31.—SIGNATURES

.....  
 (Signature)  
 (Name of signatory in block letters)  
 Trustees of The Marist Brothers Southern Province  
 .....

.....  
 (Signature)  
 (Name of signatory in block letters)  
 Independent Schools Salaried Officers’  
 Association of Western Australia,  
 Industrial Union of Workers

**WESTERN AUSTRALIAN CATHOLIC SCHOOLS  
(ENTERPRISE BARGAINING) AGREEMENT  
NO. 13 OF 2000.  
No. AG 172 of 2000.**

**2000 WAIRC 00501**

WESTERN AUSTRALIAN  
INDUSTRIAL RELATIONS COMMISSION.

**PARTIES** THE INDEPENDENT SCHOOLS  
SALARIED OFFICERS'  
ASSOCIATION OF WESTERN  
AUSTRALIA, INDUSTRIAL UNION  
OF WORKERS & OTHER V (NOT  
APPLICABLE)

**CORAM** COMMISSIONER S J KENNER

**DELIVERED** MONDAY, 28 AUGUST 2000

**FILE NO/S** AG 172/2000

**Representation**

**Applicant** Mr N Briggs

**Respondent**

*Order.*

HAVING heard Mr N Briggs on behalf of the applicant and there being no appearance on behalf of the respondent and by consent the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

- (1) THAT the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 13 of 2000 as filed in the Commission on 10 July 2000 in the terms of the following schedule be and is hereby registered as an industrial agreement.
- (2) THAT the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 13 of 1998 No AG 143 of 1998 be and is hereby cancelled.

(Sgd.) S. J. KENNER,  
Commissioner.

[L.S.]

Schedule.

1.—TITLE

This Agreement shall be known as the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 13 of 2000 and shall replace the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 13 of 1998.

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Parties to the Agreement
4. Scope of Agreement
5. Relationship to Parent Award
6. Term of Agreement
7. Expiration of Agreement
8. No Extra Claims
9. No Duress
10. Objects of the Agreement
11. Conditions of Employment
12. Contract of Service
13. Salaries
14. Deferred Salary Scheme
15. Promotional Positions
16. Location Allowances
17. Sick Leave
18. Family Leave
19. Long Service Leave
20. Parental Leave
21. Redundancy Provisions
22. Playground Duty
23. Flexibility in the School Day/Year
24. Manner of Life
25. Professional Development
26. Professional Responsibilities
27. Summative Appraisal
28. Part Time Teachers

29. Special Leave
30. Dispute Avoidance and Grievance Procedure
31. Signatures

3.—PARTIES TO THE AGREEMENT

This Agreement is made between the Norbertine Canons Incorporated and the Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers (the ISSOA), a registered organisation of employees.

4.—SCOPE OF AGREEMENT

(1) This Agreement shall apply to all teachers who are covered by the provisions of the Independent Schools' Teachers' Award (1976), as amended.

(2) The number of teachers covered by this agreement is 68.

5.—RELATIONSHIP TO PARENT AWARD

Except as provided by this Agreement, the conditions of employment of teachers employed in Catholic Schools in Western Australia will be in accordance with the Independent Schools' Teachers' Award (1976), as amended.

6.—TERM OF AGREEMENT

(1) This Agreement shall come into effect on and from 1 July 2000 and shall expire on 30 June 2003.

(2) During the term of this Agreement, the provisions of this Agreement may be varied by mutual agreement between the parties.

7.—EXPIRATION OF AGREEMENT

(1) On the expiration of this Agreement and in the absence of the registration of a subsequent Enterprise Agreement, the provisions of this Agreement shall prevail for the purposes of the conditions of employment that will apply to teachers covered by this Agreement.

(2) Negotiations for a new Enterprise Agreement will commence 6 months prior to the expiry of this Enterprise Agreement.

8.—NO EXTRA CLAIMS

It is a condition of this Agreement, that the parties will not make any further claims with respect to salaries and conditions during the period of this Agreement unless they are consistent with the State Wage Fixing Principles.

9.—NO DURESS

This Agreement was not entered into by either of the parties under duress from the other party or any other person or persons.

10.—OBJECTS OF THE AGREEMENT

In reaching this agreement the parties have recognised—

Catholicity—

- The need to maintain a just working environment in which education can be provided in harmony with the aims, objectives and philosophy of Catholic education.

Professionalism—

- A mutual responsibility to protect, develop and enhance Catholic education within the State of Western Australia.
- The need to safeguard and enhance the quality of teaching and learning in Catholic schools in Western Australia and the public perception of it.

Flexibility—

- The variety of educational and managerial arrangements that exist requiring flexibility in the application of regulations that govern employment practices.
- The need to consolidate, and develop further, initiatives arising out of the award restructuring process.
- Productivity and efficiency have a growing influence in educational policies and practices.

Schools are expected to do more with the same level of resources, necessitating productivity and efficiency improvements which may be qualitative rather than quantitative.

### 11.—CONDITIONS OF EMPLOYMENT

The parties acknowledge that the following *Conditions of Employment of Teachers in Catholic Schools in WA (2000)* is an official statement of the Catholic Education Commission of Western Australia and as such applies to all teachers employed in a Catholic school in Western Australia.

Conditions of Employment of Teachers in Catholic Schools in WA (2000)

#### 1. The Employing Authority

1.1 In Diocesan accountable schools, the teacher is employed by the Bishop of the Diocese who delegates this power to the school board.

1.2 In Order accountable schools the teacher is employed by the Congregational Leader who may delegate this authority to a school board or principal.

#### 2. The Fundamental Responsibilities of the Teacher

A teacher is required, under the direction of the Principal, to contribute actively towards;

2.1 the maintenance of the Catholicity of the school through a manner of life and stated beliefs which are in keeping with the teachings of the Catholic Church;

2.2 the promotion of the religious instruction and formation of pupils in accordance with the directives and requirements of the Catholic Education Commission and the Bishop of the Diocese;

2.3 the undertaking of appropriate accreditation programs, as required.

#### 3. Duties

The teacher is required to—

- 3.1 perform such duties, teaching and non—teaching, as are customarily rostered and shared by all staff;
- 3.2 help ensure the provision of a Catholic perspective in the activities of the school;
- 3.3 model the leadership that is appropriate for all members of the school community;
- 3.4 keep abreast of current developments in educational theory and practice;
- 3.5 demonstrate a pastoral concern for each member of the school community.

#### 4. Other Matters

4.1 A full time teacher shall be permitted to engage in other employment provided that—

- (i) such employment does not affect the teacher's employment and professional responsibilities to the school. and
- (ii) the principal is notified

4.2 Any fraudulent misrepresentation in the teacher's curriculum vitae, or other documentation presented to the employer, which impacts on the employment contract of the teacher may result in the termination of the employment contract.

4.3 The teacher has the responsibility to advise the employer of any previous or current criminal convictions or proceedings that may conflict with the stated philosophy of a Catholic school and the objects of this agreement. The teacher acknowledges that the employer has the right to enquire about such convictions or proceedings, provided that the employer notifies the teacher of any inquiry prior to it being conducted.

### 12.—CONTRACT OF SERVICE

(1) When a teacher accepts an appointment within the Catholic system in Western Australia for the first time, the appointment is probationary and as such the teacher is subject to professional appraisal in the second year of employment so as to confirm ongoing employment.

(2) (a) Except in the case of a relief or temporary teacher, the termination of the service of a teacher shall require a minimum of six weeks' notice by either party to take effect from the close of school business at the end of the school term.

(b) Provided that the requirements of this subclause may be waived in part or in whole by mutual agreement between the teacher and the employer. Any request to waiver such notice shall not be unreasonably withheld by the employer, where it

is deemed that the teacher has not been able to give the required notice through no fault of their own.

(c) Subject to the provisions of this subclause, failure to give the required notice shall make either party liable for the payment to the other party of an amount equivalent to the period of notice not given.

(d) When a teacher resigns, the employer reserves the right to withhold or recover an amount equivalent to any period of overpayment of salary. However, approval must be obtained from the Director of Catholic education before such action is proceeded with.

### 13.—SALARIES

(1) The minimum annual rate of salary payable to teachers engaged in the classifications prescribed in Clause 11.—Salaries of the Award shall be—

Step	Salary (\$)
Step 1	24,156
Step 2	25,570
Step 3	30,924
Step 4	32,672
Step 5	33,964
Step 6	36,002
Step 7	37,395
Step 8	39,081
Step 9	41,827
Step 10	43,113
Step 11	44,898
Step 12	46,428
Step 13	48,264

(2) Notwithstanding subclause (1) of this clause, if, during the life of this Agreement, the Education Department of Western Australia salaries receive a further general increase, then the rates in (1) shall increase by that general increase from the same operative date as the EDWA increase.

(3) Subject to the provisions for implementing the classification set out in the Appendix to the Award, an appointee to a Senior Teacher classification shall be entitled to the following annual allowance—

- (a) Level One—3.2 % of the maximum total salary per annum as prescribed in subclause (1) of this clause.
- (b) Level Two—6.9% of the maximum total salary per annum as prescribed in subclause (1) of this clause.

(4) Notwithstanding the provisions of subclause (5) of Clause 11.—Salaries of the Award, relief teachers employed for five (5) days or less may be engaged by the day or half day. A half day is determined as the hours usually worked in a school prior to or immediately following the lunch break.

#### (5) Accreditation B Certificate

(a) The holding of the study component of a current Accreditation B Certificate would allow a 3 year trained teacher with the 2 years of full time equivalent experience at Step 9 to move to Step 10 from 1 July 2000 and to step 11 from 1 January 2002.

(b) Thereafter, progression from Step 9 to Step 10 and then to Step 11, shall be by biennial steps for 3 year trained teachers.

#### (6) Upgrading from a 3 year to a 4 year qualification

When a teacher upgrades their teaching qualification from 3 years to 4 years, then in calculating the new position on the incremental scale in sub-clause(1), all previous relevant full time equivalent experience shall count.

#### (7) Salary Packaging

Salary packaging in compliance with the Catholic Education Commission of Western Australia's statement shall be available to teachers from 1 July 2000.

### 14.—DEFERRED SALARY SCHEME

Teachers may apply to have their salary payments deferred in accordance with the provisions of this clause.

#### (1) Eligibility

(a) Teachers who have been employed within the Catholic system for a minimum of two (2) years, including full time and part time teachers, are eligible to apply.

(b) Approval of applications will be determined by the employer based on the needs and requirements of the school.

## (2) Period of Leave

(a) The period of leave will be for twelve (12) months, from 1 January to 31 December.

(b) Participants will not be able to return to a position at the same school during the 12 month leave period.

(c) Should alternative employment be sought during the year of leave, the teacher is to advise the employer.

(d) Should employment as a teacher be pursued within a Catholic school, only relief work may be undertaken by the teacher.

(e) The year of leave, the fifth year, will be taken in accordance with the conditions as prescribed within Clause 8—Leave, (3) Leave Without Pay of the Independent Schools' Teachers' Award.

## (3) Payment of Salary

(a) During the four year accrual period participants in the scheme receive 80% of their normal fortnightly salary and will thus be taxed at this reduced rate of pay. Normal salary is defined as a teacher's normal fortnightly salary plus any associated teaching allowances.

In the fifth year, when leave is taken, the participants will receive the money contributed over the four year period. This amount can be paid fortnightly; in one lump sum payment; or two payments, one in each of the financial years.

(b) The participant will be taxed only on the amount actually received, in this case approximately 80% of the normal salary (including allowances). This is a significant taxation incentive for participants. It is recommended that, prior to entering into this scheme, prospective participants discuss taxation implications and other related issues with their accountant or financial adviser.

(c) It should be noted that interest is not paid on amounts accumulated during the accrual period. A taxation ruling prohibits such payment on the basis that people taking advantage of a taxation incentive cannot derive interest on those funds. Interest accrued will be utilised to offset the administrative costs of the fund.

## (4) Suspension of Contributions

(a) Participation in the scheme will be suspended during any period of unpaid leave. Any period of unpaid leave will reduce payments into the fund and therefore proportionately reduce the accrued payment in the year of leave.

(b) A participant may elect to suspend contributions for a period of less than twelve months once during the accrual period. This will also reduce the accrued payment in the year of leave.

(c) The employer retains the discretionary authority to approve suspension for a period of twelve (12) months at the request of the participant. Such a suspension will extend the taking of the year of leave by one (1) year.

## (5) Withdrawal

(a) The participant may withdraw from the scheme at any time by notifying the employer in writing. It should be noted that only the exact money paid into the scheme will be paid in a lump sum on withdrawal and no interest will be paid on this amount.

(b) The participant who withdraws from the scheme will be taxed on the lump sum payment and any other salary received during that financial year. Significant taxation implications may, therefore, apply.

(6) Long Service Leave, Sick Leave and Increment Entitlements

(a) A participant in the scheme will accrue the above entitlements at 100% of the normal accrual rate over the first four years only. The fifth year, the year of leave, is a non-accrual period.

(b) If a participant becomes eligible for long service leave during the fourth year of the deferred salary scheme, the long service leave entitlement will further be deferred and taken in the fifth year of the scheme or taken in the final term/semester of the fourth year of the scheme, or the first term/ semester of the sixth year.

## (7) Workers' Compensation

(a) Participants in the scheme are covered by workers' compensation during the first four years of the scheme at 100% of

their normal salary. A participant in receipt of workers' compensation during the first four years may elect to continue in the deferred salary scheme or suspend their contributions until their return to full duties.

(b) Any period of suspension due to workers' compensation shall be undertaken in accordance with subclause (4) of this clause.

(c) During the fifth year, the year of leave, the participant is not covered by workers' compensation.

## (8) Superannuation

Contributions are based on 100% of the participant's normal salary over the first four years only.

## (9) Fund Management

The scheme will be managed by the Catholic Education Office. During the four year accrual period, schools will remit 20% of salary foregone to the Office on a two or four weekly basis. Participants will receive a statement from the Office at the end of each year showing the amount accumulated in the scheme. At the beginning of the fifth year, when leave is taken, the accumulated amount will be forwarded to the participant's school for payment through the school's payroll. All contributions to the scheme are guaranteed by the Catholic Education Office of WA.

## (10) Portability

(a) Teachers are able to maintain their participation in the scheme should they transfer their employment between Catholic schools or to the Catholic Education Office.

(b) The teacher is obliged to notify the principal prior to appointment of their participation in the Deferred Salary Scheme and the date that leave is due to be taken.

(c) Participation in the Deferred Salary Scheme shall not impede an application for employment in a Catholic school.

## (11) Implementation Date

(a) Applications are to be forwarded to the Principal by the close of business 31 August of the year prior to the year of commencement.

(b) Schools will endeavour to notify the teacher of the result of their applications by 31 October of the same year.

## 15.—PROMOTIONAL POSITIONS

(1) The minimum promotional allowance payable to teachers engaged in the classifications prescribed in Clause 11.—Salaries, subclause (7) of the Award shall be—

(a) Promotion Level 1 Category A: 14.8% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.

(b) Promotion Level 1 Category B: 12.5% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.

(c) Promotion Level 1 Category C: 10.0% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.

(d) Promotion Levels 2, 3 and 4 shall be paid 70%, 50% and 30% respectively of Promotion Level 1 of the appropriate school category.

(2) In lieu of subclause (1) of this clause, a school may—

(a) after consultation with the staff and

(b) with the agreement of the parties to this Agreement

opt to introduce a school based system of promotional positions to replace the arrangements in subclause (1).

(3) The structure and minimum promotional allowance payable to teachers engaged in the classifications prescribed in Clause 11.—Salaries, subclause (8), of the Award shall be as follows—

(a) In schools with 100—300 students—

(i) one Assistant Principal at 15.5% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement; or

(ii) two Assistant Principals each at 7.75% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.

(b) In schools greater than 300 students—

- (i) two Assistant Principals each at 15.5% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement; or
- (ii) three Assistant Principals each at 10.3% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.

#### 16.—LOCATION ALLOWANCES

Teachers shall be paid the allowance provided for below in lieu of the allowance prescribed in subclause (1) of Clause 17.—Location Allowances of the Award.

Town	Full Rate Allowance \$/week	Half Rate Allowance \$/week
Balgo Hills	160.24	80.12
Boulder	14.42	7.21
Beagle Bay	145.36	72.68
Billiluna	160.24	80.12
Broome	104.97	52.48
Carnarvon	45.15	22.58
Derby	109.62	54.81
Esperance	27.11	13.56
Gibb River	160.24	80.12
Kalgoorlie	14.42	7.21
Karratha	108.38	54.19
Kununurra	137.68	68.89
Lake Gregory/Mulan	160.24	80.12
Lombadina	145.36	72.68
Mullewa	5.52	2.76
Port Hedland	101.07	50.54
Red Hill/Halls Creek	129.18	64.59
Ringer Soak	160.24	80.12
Southern Cross	26.48	13.24
Tardun	47.93	23.97
Turkey Creek	145.36	72.68
Wyndham	136.66	68.33

#### 17.—SICK LEAVE

A medical certificate from a legally qualified medical practitioner shall be regarded as proof of sickness.

#### 18.—FAMILY LEAVE

(1) Use of sick leave

(a) A teacher with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill. Such leave shall not exceed five (5) days in any calendar year and is not cumulative.

(b) The teacher shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

(c) The entitlement to use sick leave is subject to—

- (i) the teacher being responsible for the care of the person concerned; and
- (ii) the person concerned being either a member of the teacher's immediate family or a member of the teacher's household.

(d) The teacher shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the teacher, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the teacher to give prior notice of absence, the teacher shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(2) Use of unpaid leave

A teacher may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill.

(3) Nothing contained in this clause shall prevent a teacher from making application for leave as prescribed in Clause 8.—Leave, subclause (1) Special Leave of the Award.

#### 19.—LONG SERVICE LEAVE

(1) As from 1 January 1995, a teacher's entitlement to paid long service leave for each year of service within the Catholic Education system, will accrue at the following rates—

- (a) up to ten years of continuous service, 1.3 weeks for each year of service;
- (b) for each subsequent year, 1.86 weeks for each year of service.

(2) Subject to subclause (5) of this clause, a teacher who has accrued a minimum entitlement of ten weeks' long service leave shall be entitled to take such leave.

(3) For any service prior to the 1st January 1995, the provisions of long service leave shall be that which is prescribed under the terms of the Award.

(4) The process required for the taking of leave shall be as follows—

- (a) the employer shall advise the teacher of his/her impending entitlement to take long service leave prior to the completion of term three in the year preceding the entitlement becoming due;
- (b) the teacher shall advise the employer no later than the commencement of term four of the preceding year of their intention or otherwise to take leave;
- (c) where an agreement has been reached for the taking of long service leave and circumstances arise that necessitates an adjustment of such leave, then any request for the adjustment shall not be unreasonably withheld.

(5) Where the continuous service of a teacher during the period of accrual contains any period which is less than full time then that teacher's entitlement shall be calculated as follows—

- (a) the number of weeks accrued shall be in accordance with subclause (1) above; and
- (b) payment for the period accrued shall be the average that the teacher's hours bears to that of a full time teacher over the accrual period.

(6) The teacher continues to accrue long service leave entitlement for any period during which the teacher is absent on full pay from his/her duties; long service leave does not accrue for any period exceeding two weeks during which the teacher is absent on unpaid leave.

(7) (a) For the purposes of calculating long service leave entitlement the employer shall allow a break of service up to two terms without penalty to the teacher. Such a break in service shall be deemed to be 'leave without pay' for the purposes of calculating that teacher's entitlement.

(b) The provisions of this subclause shall not prevail if a teacher has been paid a pro-rata payment for accrued long service leave at the time of the break of service.

(8) Vacation leave observed by the school shall count for the purposes of calculating a teacher's entitlement to long service leave.

(9) Any public holiday which occurs during the period a teacher is on long service leave shall be treated as part of the long service leave and extra days in lieu thereof shall not be granted.

(10) Where a teacher has become entitled to a period of long service leave in accordance with the clause, the teacher shall commence such leave as soon as possible after the accrual date by one of the following options, at a time mutually agreed between the employer and the teacher—

- (a) as a term with the excess entitlement being retained as unused accrued long service leave; or
- (b) as a semester, with approved leave without pay for that portion which exceeds the fully accrued long service leave entitlement; or
- (c) with the agreement of the employer, as a term with the excess entitlement being paid for in addition to the ordinary payment for such leave.
- (d) with the agreement of the employer and in special circumstances, a lesser period may be taken than that prescribed in this subclause

(Notation: For the purposes of this subclause a semester is defined as school terms 1 and 2 or 3 and 4.)

(11) Payment for long service leave shall be made in full before the teacher goes on leave, or by agreement between the teacher and the employer at the same time as the teacher's salary would have been paid if the teacher had remained at work.

(12) Where a teacher has completed at least 7 continuous years of service and employment is terminated—

(a) by the teacher's death; or

(b) in any circumstances, other than serious misconduct; the amount of leave shall be such as has accrued under the provisions of subclause (1) of this clause.

(13) In the case to which subclause (12) of this clause applies, and in any case in which the employment of the teacher who has become entitled to leave hereunder is terminated before such leave is taken or fully taken, the employer shall—

(a) upon termination of employment otherwise than by death, pay to the teacher; or

(b) upon termination of employment by death, pay to the personal representative of the teacher upon request by the personal representative,

a sum equivalent to the amount which would have been payable in respect of the period of leave to which he/she is entitled or deemed to have been entitled and which would have been taken but for such termination.

Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.

(14) Accrued long service leave entitlements are portable between all Catholic schools in Western Australia and those schools subject to the Catholic Schools Long Service Leave Interstate Portability Agreement.

## 20.—PARENTAL LEAVE

Subject to the terms of this clause, a teacher is entitled to maternity, paternity and adoption leave and to work part time in connection with the birth or adoption of a child.

### Part 1—Parental Leave

#### (1) Eligibility for Maternity and Paternity Leave

(a) If a teacher or the teacher's spouse becomes pregnant, the teacher shall, subject to the conditions hereunder, be entitled to parental leave in accordance with the provisions of this clause.

Conditions of eligibility—

(i) The teacher is a full-time teacher or is a part-time teacher whose teaching allotment is not less than three hours per week, but not a relief teacher.

(ii) The teacher has had not less than 12 months continuous service in Catholic education in Western Australia immediately preceding the date upon which the teacher proceeds on such leave.

(iii) The teacher shall produce to the employer a certificate from a legally qualified medical practitioner stating the presumed date of confinement.

(iv) The teacher shall produce a statutory declaration stating particulars of any period of parental leave sought or taken by the teacher's spouse and that for the period of parental leave the teacher will not engage in any action inconsistent with the teacher's contract of employment.

(b) Such leave shall be without pay.

(c) The teacher's entitlement shall be reduced by any period of parental leave taken by the teacher's spouse in relation to the same child and, apart from parental leave of up to one week at the time of confinement, shall not be taken concurrently.

#### (2) Single Period of Parental Leave and Commencement

(a) Subject to subclauses (3) and (6) hereof—

(i) the period of maternity leave shall be for an unbroken period of from six (6) to one hundred and four (104) weeks and shall include a period of six (6) weeks compulsory leave to be taken immediately following confinement;

(ii) the period of paternity leave shall be for an unbroken period of from one (1) to one hundred and four (104) weeks and shall include a period of one (1)

week compulsory leave to be taken immediately following confinement.

(iii) however, the period of leave for a replacement teacher shall not extend beyond the period for which they have been engaged as a replacement teacher.

(b) A teacher shall not less than ten (10) weeks prior to the presumed date of confinement produce to the employer the certificate referred to in subclause (1)(a)(iii) and give notice in writing to the employer setting out the presumed date of confinement and the date upon which the teacher proposes to commence parental leave stating the period of leave to be taken.

(c) An employer by not less than fourteen (14) days' notice in writing to the teacher, may require the teacher to commence maternity leave at anytime within the six (6) weeks immediately prior to her presumed date of confinement, except where the teacher can produce a medical certificate from the legally qualified medical practitioner in subclause (1)(a)(iii) stating that they are fit to continue normal duties during the six (6) weeks prior to the presumed date of confinement.

(d) A teacher shall not be in breach of this provision as a consequence of failure to give the stipulated period of notice in accordance with paragraph (c) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.

(3) Further period of Parental Leave resulting from a subsequent pregnancy

(a) For the purposes of this clause a further period of parental leave shall mean a period of parental leave resulting from a subsequent pregnancy taken without a return to work from an initial period of parental leave and shall be deemed to be a new and separate period of parental leave.

(b) When a teacher who is already on parental leave under this clause applies for a further period of leave because of a subsequent pregnancy, the period of parental leave shall be for an agreed period and shall commence from the date of confinement and shall cease at either the start of the next school year or the start of the year following as determined by the teacher.

(c) Application for a subsequent period of parental leave shall comply with the provisions contained in subclauses (1) and (2) above, save that this will not require a teacher currently on paternity leave to return to work during the period of compulsory maternity leave of the mother following the birth of another child.

#### (4) Transfer to a Safe Job prior to Maternity Leave

(a) When in the opinion of a legally qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the teacher make it inadvisable for the teacher to continue at her present work the teacher shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

(b) If the transfer to a safe job is not practicable, the teacher may, or the employer may require the teacher to take leave for such period as is certified necessary by a legally qualified medical practitioner and such leave shall be treated as maternity leave for the purposes of subclauses (9), (10), (11) and (13) hereof.

#### (5) Variation of Maternity Leave

(a) Provided the addition does not extend each period of parental leave beyond one hundred and four (104) weeks, the period may be lengthened only once (save with the agreement of the employer) by the teacher giving not less than seven (7) weeks notice in writing stating the period by which the leave is to be lengthened.

(b) The period of leave may, with the consent of the employer, be shortened by the teacher giving not less than seven (7) working weeks notice in writing stating the period by which the leave is to be shortened.

(c) The provisions of paragraphs (a) and (b) hereof do not apply to those teachers taking further periods of leave, unless the employer consents.

#### (6) Cancellation of Parental Leave

(a) Parental leave applied for but not commenced shall be cancelled where the pregnancy of a teacher or the teacher's spouse terminates other than by the birth of a living child.

(b) Where the pregnancy of a teacher then on maternity leave terminates other than by the birth of a living child, it shall be the right of the teacher to resume work at a time nominated by the employer (which shall be no later than the beginning of the next succeeding term from the date of the notice in writing by the teacher to the employer that she wishes to resume work).

(c) In this case the teacher may undertake temporary employment with another employer without affecting his/her contract of service with the school from which he/she took leave.

#### (7) Special Maternity Leave and Sick Leave

(a) Where the pregnancy of a teacher not then on maternity leave terminates after twenty-eight (28) weeks other than by the birth of a living child, then—

- (i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a legally qualified medical practitioner certifies as necessary before her return to work; or
- (ii) for illness other than the normal consequences of confinement she shall be entitled either in lieu of or in addition to special maternity leave to such paid sick leave to which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work.

(b) Where a teacher not then on maternity leave suffers illness related to her pregnancy, she may take such sick leave to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a legally qualified medical practitioner certifies as necessary before her return to work provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed one hundred and four (104) weeks for the first period of maternity leave.

(c) For the purposes of subclauses (8), (9) and (10) hereof maternity leave shall include special maternity leave.

(d) A teacher returning to work after a period of leave taken pursuant to this subclause shall, subject to paragraph (e), be entitled to a position commensurate with her qualifications, experience and previous classification.

(e) A part-time teacher shall be entitled to return to a position which includes the same number of hours per week but not necessarily the same times or class levels.

#### (8) Parental Leave and Other Entitlements

Provided the aggregate of leave, including leave taken pursuant to subclauses (4) and (7) hereof, does not exceed one hundred and four (104) weeks for each period of parental leave or does not negate the obligation to return to work at the beginning of the school year for further periods of parental leave as defined in subclause (3)(a);

(a) a teacher may in lieu of or in conjunction with parental leave take any annual leave or long service leave or any part thereof to which the teacher is then entitled;

(b) paid leave other than long service leave is not available to a teacher during the teacher's absence on parental leave.

#### (9) Effect of Parental Leave on Employment

Notwithstanding any provision to the contrary, absence on parental leave shall not break the continuity of service of a teacher but shall not be taken into account in calculating the period of service for any purpose of this Agreement.

#### (10) Termination of Employment

(a) A teacher on parental leave may terminate employment at any time during the period of leave by due notice given.

(b) An employer shall not terminate the employment of a teacher on the grounds of pregnancy or absence on parental leave but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

#### (11) Return to work after a single period of Parental Leave

(a) Except as provided in paragraph (b) hereof, a teacher will return to work only from the beginning of a school term, preferably from the beginning of a school year and will indicate an intention of returning to work by giving in writing not less than seven (7) working weeks' notice wholly within a school term, that notice to be immediately prior to the proposed school term of commencement.

(b) An employer may by agreement with the teacher arrange for a teacher to return to work at some date other than the commencement of a school term.

(c) Provided the notice required pursuant to paragraph (a) above has been given, a teacher shall be entitled to a position commensurate with the teacher's qualifications, experience and previous classification.

(d) A part-time teacher shall be entitled to return to a position which includes the same number of hours per week, but not necessarily the same times or class levels.

(e) If no confirmation of an intention to return is received, the employer shall take reasonable steps of inquiry prior to making other arrangements.

(12) Return to work from a further period of parental leave resulting from a subsequent pregnancy

(a) A teacher will return to work only from the beginning of a school year and will indicate an intention of returning to work by giving in writing not less than seven (7) working weeks notice wholly within a school term in the school year prior to the intended return.

(b) Return to work from a further period of parental leave resulting from a subsequent pregnancy will comply with subclause (11) paragraphs (b), (c), (d) and (e).

#### (13) Replacement Teachers

(a) A teacher specifically engaged as a result of a teacher proceeding on parental leave will normally be a replacement teacher provided however that such replacement teacher does not have to fill the position vacated by the teacher proceeding on parental leave.

(b) Before an employer engages a replacement teacher under this subclause, the employer shall inform that person of the temporary nature of the employment and the rights of the teacher who is being replaced.

(c) Before an employer temporarily promotes or transfers a teacher to replace a teacher exercising rights under this clause the employer shall inform that person of the temporary nature of the promotion or transfer and the rights of the teacher who is being replaced.

(d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement teacher.

### Part 2—Adoption Leave

#### (1) Definitions

In this subclause

“child”, in relation to a teacher, means a person under the age of 5 years who is placed with the teacher for the purposes of adoption and who has not previously lived continuously with the teacher for a period of 6 months or more or is not a child or step-child of the teacher or of the spouse of the teacher.

“primary care-giver” means a person who assumes the principal role of providing care and attention to a child.

“relative adoption” occurs where a child is adopted by a parent, a spouse of a parent or another relative, being a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

#### (2) Eligibility for adoption leave

(a) A teacher is, on production to the employer of the documentation required by subclause (3) below entitled to one or two periods of adoption leave, the total of which must not exceed 104 weeks in the following circumstances—

- (i) An unbroken period of up to 3 weeks at a time of the placement of the child (referred to in this subclause as “short adoption leave”);
- (ii) An unbroken period of up to 104 weeks from the time of the placement of the child in order to be the primary care-giver of the child (referred to in this clause as “extended adoption leave”). This entitlement is to be reduced by any period of short adoption leave taken and the aggregate of any periods of adoption leave taken or to be taken by the teacher's spouse in relation to the same child. Save that for a replacement or relieving teacher, that period of leave shall not extend beyond the period for which they have been engaged as a replacement or relieving teacher;

(b) Extended adoption leave is not to be taken concurrently with adoption leave taken by the teacher's spouse in relation to the same child.

(c) The teacher must have had at least one year of continuous service within Catholic education in Western Australia immediately preceding the date on which the teacher commences either period of leave.

### (3) Certification

(a) Before taking adoption leave, the teacher must produce to the employer a statement from an adoption agency or another appropriate body of the expected date of placement of the child with the teacher for adoption purposes; or a statement from the appropriate government authority confirming that the teacher is to have custody of the child pending application for an adoption order.

(b) In relation to any period of extended adoption leave to be taken, the teacher must also produce a statutory declaration—

- (i) stating that the teacher is seeking that period of adoption leave to become the primary care-giver of the child; and
- (ii) stating particulars of any period of adoption leave sought or taken by the teacher's spouse; and
- (iii) stating the teacher's agreement that for the period of the teacher's adoption leave the teacher will not engage in any action inconsistent with the teacher's contract of employment.

### (4) Notice requirements

(a) On receiving notice of approval for adoption purposes, a teacher must notify the employer of the approval and within two (2) months after receiving notice of the approval, must further notify the employer of the period or periods of adoption leave which the teacher proposes to take. In the case of a relative adoption, the teacher must so notify the employer on deciding to take a child into custody pending an application for an adoption order.

(b) A teacher who commences employment with an employer after the date of approval for adoption purposes must notify the employer of that date on commencing employment and of the period of adoption leave which the teacher proposes to take.

(c) A teacher must, as soon as the teacher is aware of the expected date of placement of a child for adoption purposes but no later than fourteen (14) days before the expected date of placement, give notice in writing to the employer of that date, and of the date of commencement of any period of short adoption leave to be taken.

(d) A teacher must, at least seven (7) weeks before the proposed date of commencing any period of extended adoption leave to be taken, give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.

(e) A teacher shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with paragraphs (c) or (d) hereof if the failure is caused by—

- (i) the requirement of an adoption agency for the teacher to accept earlier or later placement of a child; or
- (ii) the death of the teacher's spouse.

### (5) Variation of period of adoption leave

(a) Provided the addition does not extend adoption leave beyond 104 weeks, the period of extended adoption leave may be lengthened once only by the teacher giving not less than twenty-one (21) days notice in writing stating the period by which the leave is to be lengthened.

(b) The period may be further lengthened by agreement between the employer and the teacher.

(c) The period of extended adoption leave may, with the consent of the employer, be shortened by the teacher giving not less than seven (7) working weeks notice in writing stating the period by which the leave is to be shortened.

### (6) Cancellation of adoption leave

(a) Adoption leave, applied for but not commenced, is cancelled should the placement of the child not proceed.

(b) If the placement of a child for adoption purposes with a teacher then on adoption leave does not proceed or continue,

it shall be the right of the teacher to resume work at a time nominated by the employer (which shall be no later than the beginning of the next succeeding term from the date of the notice in writing by the teacher to the employer that the teacher wishes to resume work).

(d) In this case, the teacher may undertake temporary employment with another employer without affecting his/her contract of service with the school from which he/she took leave.

### (7) Special Adoption leave

The employer must grant to any teacher who is seeking to adopt a child any leave not exceeding two (2) days (paid or otherwise), that is required by the teacher to attend any compulsory interviews or examinations that are necessary as part of the adoption procedure.

### (8) Adoption leave and other entitlements

(a) So long as the aggregate of any leave, including leave taken under this subclause does not exceed 104 weeks, a teacher may, instead of or in conjunction with adoption leave, take any annual leave or long service leave or any part of it to which the teacher is entitled.

(b) Paid leave other than long service leave is not available to a teacher during the teacher's absence on adoption leave.

### (9) Effect of adoption leave on employment

Notwithstanding any provision to the contrary, absence on adoption leave shall not break the continuity of service of a teacher but shall not be taken into account in calculating the period of service for any purpose of this Agreement provided that absence on adoption leave shall count for purposes of subclause (2)(c) above.

### (10) Termination of employment

(a) A teacher on adoption leave may terminate employment at any time during the period of leave by due notice given.

(b) An employer shall not terminate the employment of a teacher on the ground of the teacher's absence on adoption leave but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

### (11) Return to work after adoption leave

(a) Except as provided in paragraph (b) hereof, a teacher will return to work only from the beginning of a school term, preferably from the beginning of a school year and will indicate an intention of returning to work by giving in writing not less than seven (7) weeks' notice, that notice to be immediately prior to the proposed school term of commencement.

(b) An employer may by agreement with the teacher arrange for a teacher to return to work at some date other than the commencement of a school term.

(c) Provided the notice required pursuant to subclause (a) above has been given, a teacher shall be entitled to a position commensurate with the teacher's qualifications, experience and previous classification.

(d) A part-time teacher shall be entitled to return to a position which includes the same number of hours per week, but not necessarily the same times or class levels.

(e) If no confirmation of an intention to return is received, the employer shall take reasonable steps of inquiry prior to making other arrangements.

### (12) Replacement Teachers

(a) A teacher specifically engaged as a result of a teacher proceeding on adoption leave will normally be a replacement teacher provided however that such replacement teacher does not have to fill the position vacated by the teacher proceeding on adoption leave.

(b) Before an employer engages a replacement teacher under this subclause, the employer shall inform that person of the temporary nature of the employment and the rights of the teacher who is being replaced.

(c) Before an employer temporarily promotes or transfers a teacher to replace a teacher exercising rights under this clause the employer shall inform that person of the temporary nature of the promotion or transfer and the rights of the teacher who is being replaced.

(d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement teacher.

**Part 3—Part-time Work****(1) Definitions**

In this subclause

“Female teacher” means an employed female who is pregnant or is caring for a child whom she has borne or a child who has been placed with her for adoption purposes.

“Male teacher” means an employed male who is caring for a child of his spouse or a child placed with the teacher for adoption purposes.

“Part-time employment” means work of a lesser number of hours than constitutes full-time work under this Agreement, but does not include temporary or casual work.

“Former position” means the position held by a teacher immediately before commencing part-time employment under this subclause or, if such position no longer exists but there are other positions available for which the teacher is qualified and capable of performing, a position as nearly as possible comparable in status and pay to that of the position held by the teacher immediately before commencing part-time work.

**(2) Entitlement**

With the agreement of the employer—

- (a) a female teacher may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy necessary or desirable;
- (b) a female teacher may work part-time in one or more periods at any time from the seventh week after the date of the birth of the child until its third birthday;
- (c) a male teacher may work part-time in one or more periods at any time from the date of the birth of the child until its third birthday;
- (e) in relation to adoption, a female or male teacher may work part-time in one or more periods at any time from the date of placement of the child until the third anniversary of that date.

**(3) Return to former position**

(a) A teacher who has had at least one year of continuous service within Catholic education in Western Australia immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to their former position.

(b) Nothing in paragraph (a) hereof shall prevent the employer from permitting the teacher to return to their former position after a second or subsequent period of part-time employment.

**(4) Effect of part-time work on continuous service**

Under this Agreement, commencement on part-time employment under this subclause and return from part-time employment to full-time employment under this subclause does not break the continuity of service of a teacher.

**(5) Pro-rata entitlements**

Subject to the provisions of this subclause and the matters agreed to in subclause (6) hereof, part-time employment shall be in accordance with the provisions of the Award and/or this Agreement and shall apply pro-rata.

**(6) Part-time Work Agreement**

(a) Before commencing a period of part-time employment under this subclause the employer and the teacher shall agree—

- (i) that the teacher may work part-time;
- (ii) upon the hours to be worked by the teacher, the days upon which they will be worked and the commencing times for the work;
- (iii) upon the period of part-time employment.

(b) The terms of this agreement may be varied by consent.

(c) The terms of this agreement and any variation to it shall be in writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the teacher by the employer.

(d) The work to be performed part-time need not be the work performed by the teacher in the teacher's former

position but shall be work commensurate with the teacher's qualifications, experience and previous classification.

(e) An employer may request, but not require, a teacher working part-time under this clause to work outside or in excess of the teacher's ordinary hours of duty provided for in accordance with paragraph (a) hereof.

**(7) Termination of Employment**

(a) The employment of a part-time teacher under this clause may be terminated in accordance with the provisions of the Award and/or this Agreement but may not be terminated by the employer because the teacher has exercised or proposes to exercise any rights under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.

(b) Any termination benefits payable to a teacher whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time teacher as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time teacher on a pro-rata basis.

**(8) Replacement Teachers**

(a) A teacher specifically engaged as a result of a teacher proceeding on part-time employment under this subclause will normally be a replacement teacher.

(b) Before an employer engages a replacement teacher under this subclause, the employer shall inform that person of the temporary nature of the employment and the rights of the teacher who is being replaced.

(c) Before an employer temporarily promotes or transfers a teacher to replace a teacher exercising rights under this clause the employer shall inform that person of the temporary nature of the promotion or transfer and the rights of the teacher who is being replaced.

(d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement teacher.

**21.—REDUNDANCY PROVISIONS**

(1) Should a position in a Catholic school become redundant then the provisions of—

- (a) the Workplace Relations Act (1996); and/or
  - (b) the Catholic Education Commission of Western Australia policy on redundancy; and/or
  - (c) this Agreement,
- whichever is the greater, shall apply.

(2) In calculating the years of service of a teacher, all continuous service within Catholic schools in Western Australia will be considered and not only the service completed at the current school.

(3) Where a school proposes to make one or more teaching positions redundant the employer shall make redundancy payments to the teachers made redundant—

<u>Period of Service</u>	<u>Weeks of severance pay.</u>
Less than 1 year	Nil
One year and less than two years	4 weeks
Two years and less than three years	6 weeks
Three years and less than four years	7 weeks
Four years and above	2 weeks per year of service to a maximum of 16 weeks.

(4) When the employer identifies a potential redundancy and before a teacher is named as the person whose position has been declared redundant, the employer shall offer all teachers at that school the opportunity to take leave without pay for a period of one school year or such a period to resolve the potential redundancy. Where a suitable application is received that resolves the potential redundancy, then the teacher shall be granted leave without pay for the period.

(5) Continuity of service for all purposes of the Award and/or this Agreement shall apply where a teacher has been made redundant and is re-employed by a Catholic school within six months.

(6) If during the life of this Agreement the Australian Industrial Relations Commission moves to a new redundancy standard in excess of the provisions of this clause, then the new standard will apply and as such the parties agree to amend this Agreement accordingly.

(7) Notwithstanding the other provisions of this clause, nothing shall prevent the parties from negotiating a redundancy settlement in excess of the provisions as determined in subclause (3) of this clause.

#### 22.—PLAYGROUND DUTY

Where a teacher is required to perform playground supervision, such supervision shall be so rostered as to allow a fair and reasonable midday meal break.

#### 23.—FLEXIBILITY IN THE SCHOOL DAY/YEAR

(1) Flexible working hours for teachers may be implemented at schools where an improved curriculum can be offered, or more effective and efficient use of resources occurs.

The following criteria shall be applied prior to the implementation of flexible hours—

- (a) a consultative process to occur at school level involving all stakeholders, including the ISSOA, school decision making groups, parents, students and staff;
- (b) issues such as duty of care, health, safety and welfare, equity and other legislative requirements allowed for;
- (c) workloads and career aspirations have been considered;
- (d) individual circumstances have been fairly and reasonably considered;
- (e) the distribution of hours to be equitable.

(2) Specifically excluded from these flexibility arrangements are increased working hours for teachers.

#### 24.—MANNER OF LIFE

(1) Where an allegation has been made against a teacher with regard to the teacher's manner of life and/or stated beliefs which may be in breach of Clause 11.—Conditions of Employment, subclause (2)(a) of this Agreement, the following procedures shall apply—

##### (2) The Allegation

(a) Any allegation for breach of this clause shall be directed to the Principal of the school in which the teacher is employed and shall be in writing stating—

- (i) the nature of the allegation;
- (ii) the proof supporting the allegation; and
- (iii) the source of the allegation.

(b) The person/s making the allegation must have direct knowledge of the alleged breach and shall be required to support the allegation in conformity with the provisions as outlined in paragraph (a) of this subclause.

(c) The Principal and/or the person/s making the allegation should observe confidentiality at all times and the Principal shall advise such person/s of the seriousness of their allegation and counsel such person/s of the consequences of malicious, false or exaggerated allegations.

(d) The employer shall record the details of the allegation and where necessary clarify any matter pertaining to the allegation.

##### (3) Advising the Teacher

(a) (i) Should the employer determine that the allegation cannot be sustained, the matter shall be discontinued and the person/s making the allegation advised accordingly.

(ii) Should the circumstances warrant, the employer may advise the teacher of the allegation and the outcome as prescribed in paragraph (a)(i) of this subclause.

(b) If the employer determines that the allegation needs to be acted upon, he/she shall advise the teacher in writing stating—

- (i) the nature of the allegation;
- (ii) the proof supporting the allegation;
- (iii) the source of the allegation;
- (iv) the potential consequences if the allegation is proven;

(v) that the teacher is not required to answer the allegation immediately but may elect to seek the appropriate advice and representation; and

(vi) a reasonable time frame for a response.

(4) Where an allegation for breach of this clause has been confirmed by the teacher, the teacher shall be offered the opportunity to rectify the matter where possible, in a manner agreed between the teacher and the employer. Such agreement shall be in writing.

(5) Should the matter not be resolved in accordance with subclauses (3) or (4) of this clause, the provisions of Clause 30.—Dispute Avoidance and Grievance Procedures of this Agreement shall apply.

#### 25.—PROFESSIONAL DEVELOPMENT

Professional development has as its priority the upgrading of professional knowledge and skills. Both the school and the teacher should share the responsibility of teachers' professional development.

In addition to courses provided in school hours, the parties accept that courses outside of school hours should be made available to teachers. Access to such courses should be at the discretion of the teacher.

#### 26.—PROFESSIONAL RESPONSIBILITIES

(1) The parties recognise that there is a wide range of duties and responsibilities involved in the profession of teaching.

(2) The parties recognise that the following principles apply in addressing the fair and reasonable participation of teachers—

- (a) Much of the life and culture of the school is derived from school activities involving teachers and students conducted outside regular classroom contact;
- (b) The efforts of teachers who contribute significantly to the life and values of the school should be recognised;
- (c) Duty of care responsibilities must be considered in the planning of all activities conducted by the school;
- (d) There will be collaborative planning between school and staff in the allocation of teachers to all activities conducted by the school;
- (e) The competence, skills and qualifications of teachers, including part-time teachers, will be considered in the planning and allocating of activities conducted by the school, having regard for the teacher's professional development and family responsibilities;
- (f) Some schools may have expanded educational programs which may require flexible employment arrangements.

#### 27.—SUMMATIVE APPRAISAL

During the life of this Agreement, all forms of teacher appraisal (including Summative and Senior Teacher appraisal) will be re-negotiated.

#### 28.—PART TIME TEACHERS

(1) Contract of employment

(a) In engaging a part time teacher schools will recognise that part time teachers are entitled to supplement their income through other employment.

(b) The number of hours of scheduled class time and professional responsibilities and duties of a part time teacher shall be set out in writing by the employer at the time of engagement and at any other time when a variation occurs.

(2) A part time teacher's weekly rate of pay shall be assessed according to the following formula—

$$\frac{\text{Hours worked}}{\text{Full time teachers' hours}} \times \frac{\text{the appropriate}}{\text{full time salary}}$$

*Note: Hours = the number of hours of scheduled class time for the teacher*

(3) A part time teacher in a Primary School shall be given a proportional amount of release time for planning and preparation as given to a full time teacher in that school.

(4) A part time teacher shall be expected to undertake a proportional number of additional duties normally expected of a

full time teacher in that school, provided that those duties fall at times adjoining that teacher's normal scheduled classroom teaching hours or on a usual day of employment, e.g. yard supervision, staff meetings, etc.

(5) Additional hours

(a) Where an employer requires and the part time teacher agrees to work additional hours, the teacher shall be paid for each additional hour or part thereof at that teacher's normal part-time hourly rate of pay.

(b) Such additional hours worked under this arrangement shall not result in proportionate adjustments under any other clause in the Award or this Agreement.

(6) Variation of hours

(a) The school may vary the teaching load of a part time teacher from the beginning of each school year with 6 weeks notice or at any time by agreement with the teacher.

(b) In the absence of the required notice as per subclause (a) and provided that the change involves a decrease in salary, the teacher's salary will be maintained at its former level for the period of the notice not given.

29.—SPECIAL LEAVE

(a) A teacher shall, on sufficient cause being shown, be granted special leave with pay.

(b) "Sufficient cause" is defined as a matter or situation for which—

- (i) no other paid leave is available
(ii) no other arrangements can reasonably be made
(iii) the absence from duty is required due to pressing necessity.

(c) The period determined at the discretion of the employer having regard to all of the circumstances but would not normally exceed 3 days for any one instance.

30.—DISPUTE AVOIDANCE AND GRIEVANCE PROCEDURE

(1) The objective of these procedures is the avoidance and resolution of industrial disputation by measures based on consultation, co-operation and negotiation and the parties to a dispute shall make reasonable attempts to resolve the matter by mutual discussion and determination.

(2) Without prejudice to either party, the parties to this Agreement shall ensure the continuation of work in accordance with the Award, this Agreement and the custom and practice in Catholic Schools in Western Australia.

(3) (a) In the event of any matter arising which is of concern, the teacher shall discuss this matter with the Principal or his/her nominee.

(b) If the matter is not resolved at this level, the teacher and/or the Principal may refer the matter to the Independent Schools Salaried Officers' Association and/or the Catholic Education Office (Employee and Community Relations Team).

(In an attempt to resolve the matter it may be necessary to have formal discussion between the ISSOA and the Director of Catholic Education in Western Australia.)

(c) If the matter cannot be resolved at this level it may be referred to the Western Australian Industrial Relations Commission.

(4) Nothing contained in this procedure shall prevent the Secretary of the ISSOA or his/her nominee or the Director of Catholic Education in Western Australia or his/her nominee from entering into negotiations at any level either at the request of any of the parties to the dispute or on their own initiative in respect of matters in dispute should such action be considered conducive to achieving resolution of the dispute.

31.—SIGNATURES

(Signature)
(Name of signatory in block letters)
Norbertine Canons Incorporated

(Signature)
(Name of signatory in block letters)
Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers

WESTERN AUSTRALIAN CATHOLIC SCHOOLS (ENTERPRISE BARGAINING) AGREEMENT NO. 14 OF 2000. No. AG 168 of 2000.

2000 WAIRC 00510

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

PARTIES THE INDEPENDENT SCHOOLS SALARIED OFFICERS' ASSOCIATION OF WESTERN AUSTRALIA, INDUSTRIAL UNION OF WORKERS & OTHER V (NOT APPLICABLE)
CORAM COMMISSIONER S J KENNER
DELIVERED MONDAY, 28 AUGUST 2000
FILE NO/S AG 168/2000

Representation
Applicant Mr N Briggs
Respondent

Order.

HAVING heard Mr N Briggs on behalf of the applicant and there being no appearance on behalf of the respondent and by consent the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

- (1) THAT the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 14 of 2000 as filed in the Commission on 10 July 2000 in the terms of the following schedule be and is hereby registered as an industrial agreement.
(2) THAT the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 14 of 1998 No AG 139 of 1998 be and is hereby cancelled.

(Sgd.) S. J. KENNER, Commissioner.

[L.S.]

Schedule.

1.—TITLE

This Agreement shall be known as the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 14 of 2000 and shall replace the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 14 of 1998.

2.—ARRANGEMENT

- 1. Title
2. Arrangement
3. Parties to the Agreement
4. Scope of Agreement
5. Relationship to Parent Award
6. Term of Agreement
7. Expiration of Agreement
8. No Extra Claims
9. No Duress
10. Objects of the Agreement
11. Conditions of Employment
12. Contract of Service
13. Salaries
14. Deferred Salary Scheme
15. Promotional Positions
16. Location Allowances
17. Sick Leave

18. Family Leave
19. Long Service Leave
20. Parental Leave
21. Redundancy Provisions
22. Playground Duty
23. Flexibility in the School Day/Year
24. Manner of Life
25. Professional Development
26. Professional Responsibilities
27. Summative Appraisal
28. Part Time Teachers
29. Special Leave
30. Dispute Avoidance and Grievance Procedure
31. Signatures

### 3.—PARTIES TO THE AGREEMENT

This Agreement is made between John XXIII College Council Inc and the Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers (the ISSOA), a registered organisation of employees.

### 4.—SCOPE OF AGREEMENT

(1) This Agreement shall apply to all teachers who are covered by the provisions of the Independent Schools' Teachers' Award (1976), as amended.

(2) The number of teachers covered by this agreement is 114.

### 5.—RELATIONSHIP TO PARENT AWARD

Except as provided by this Agreement, the conditions of employment of teachers employed in Catholic Schools in Western Australia will be in accordance with the Independent Schools' Teachers' Award (1976), as amended.

### 6.—TERM OF AGREEMENT

(1) This Agreement shall come into effect on and from 1 July 2000 and shall expire on 30 June 2003.

(2) During the term of this Agreement, the provisions of this Agreement may be varied by mutual agreement between the parties.

### 7.—EXPIRATION OF AGREEMENT

(1) On the expiration of this Agreement and in the absence of the registration of a subsequent Enterprise Agreement, the provisions of this Agreement shall prevail for the purposes of the conditions of employment that will apply to teachers covered by this Agreement.

(2) Negotiations for a new Enterprise Agreement will commence 6 months prior to the expiry of this Enterprise Agreement.

### 8.—NO EXTRA CLAIMS

It is a condition of this Agreement, that the parties will not make any further claims with respect to salaries and conditions during the period of this Agreement unless they are consistent with the State Wage Fixing Principles.

### 9.—NO DURESS

This Agreement was not entered into by either of the parties under duress from the other party or any other person or persons.

### 10.—OBJECTS OF THE AGREEMENT

In reaching this agreement the parties have recognised—

#### Catholicity—

- The need to maintain a just working environment in which education can be provided in harmony with the aims, objectives and philosophy of Catholic education.

#### Professionalism—

- A mutual responsibility to protect, develop and enhance Catholic education within the State of Western Australia.
- The need to safeguard and enhance the quality of teaching and learning in Catholic schools in Western Australia and the public perception of it.

#### Flexibility—

- The variety of educational and managerial arrangements that exist requiring flexibility in the application of regulations that govern employment practices.
- The need to consolidate, and develop further, initiatives arising out of the award restructuring process.
- Productivity and efficiency have a growing influence in educational policies and practices.

Schools are expected to do more with the same level of resources, necessitating productivity and efficiency improvements which may be qualitative rather than quantitative.

### 11.—CONDITIONS OF EMPLOYMENT

The parties acknowledge that the following *Conditions of Employment of Teachers in Catholic Schools in WA (2000)* is an official statement of the Catholic Education Commission of Western Australia and as such applies to all teachers employed in a Catholic school in Western Australia.

Conditions of Employment of Teachers in Catholic Schools in WA (2000)

#### 1. The Employing Authority

1.1 In Diocesan accountable schools, the teacher is employed by the Bishop of the Diocese who delegates this power to the school board.

1.2 In Order accountable schools the teacher is employed by the Congregational Leader who may delegate this authority to a school board or principal.

#### 2. The Fundamental Responsibilities of the Teacher

A teacher is required, under the direction of the Principal, to contribute actively towards;

2.1 the maintenance of the Catholicity of the school through a manner of life and stated beliefs which are in keeping with the teachings of the Catholic Church;

2.2 the promotion of the religious instruction and formation of pupils in accordance with the directives and requirements of the Catholic Education Commission and the Bishop of the Diocese;

2.3 the undertaking of appropriate accreditation programs, as required.

#### 3. Duties

The teacher is required to—

3.1 perform such duties, teaching and non—teaching, as are customarily rostered and shared by all staff;

3.2 help ensure the provision of a Catholic perspective in the activities of the school;

3.3 model the leadership that is appropriate for all members of the school community;

3.4 keep abreast of current developments in educational theory and practice;

3.5 demonstrate a pastoral concern for each member of the school community.

#### 4. Other Matters

4.1 A full time teacher shall be permitted to engage in other employment provided that—

(i) such employment does not affect the teacher's employment and professional responsibilities to the school. and

(ii) the principal is notified

4.2 Any fraudulent misrepresentation in the teacher's curriculum vitae, or other documentation presented to the employer, which impacts on the employment contract of the teacher may result in the termination of the employment contract.

4.3 The teacher has the responsibility to advise the employer of any previous or current criminal convictions or proceedings that may conflict with the stated philosophy of a Catholic school and the objects of this agreement. The teacher acknowledges that the employer has the right to enquire about such convictions or proceedings, provided that the employer notifies the teacher of any inquiry prior to it being conducted.

## 12.—CONTRACT OF SERVICE

(1) When a teacher accepts an appointment within the Catholic system in Western Australia for the first time, the appointment is probationary and as such the teacher is subject to professional appraisal in the second year of employment so as to confirm ongoing employment.

(2) (a) Except in the case of a relief or temporary teacher, the termination of the service of a teacher shall require a minimum of six weeks' notice by either party to take effect from the close of school business at the end of the school term.

(b) Provided that the requirements of this subclause may be waived in part or in whole by mutual agreement between the teacher and the employer. Any request to waiver such notice shall not be unreasonably withheld by the employer, where it is deemed that the teacher has not been able to give the required notice through no fault of their own.

(c) Subject to the provisions of this subclause, failure to give the required notice shall make either party liable for the payment to the other party of an amount equivalent to the period of notice not given.

(d) When a teacher resigns, the employer reserves the right to withhold or recover an amount equivalent to any period of overpayment of salary. However, approval must be obtained from the Director of Catholic education before such action is proceeded with.

## 13.—SALARIES

(1) The minimum annual rate of salary payable to teachers engaged in the classifications prescribed in Clause 11.—Salaries of the Award shall be—

Step	Salary (\$)
Step 1	24,156
Step 2	25,570
Step 3	30,924
Step 4	32,672
Step 5	33,964
Step 6	36,002
Step 7	37,395
Step 8	39,081
Step 9	41,827
Step 10	43,113
Step 11	44,898
Step 12	46,428
Step 13	48,264

(2) Notwithstanding subclause (1) of this clause, if, during the life of this Agreement, the Education Department of Western Australia salaries receive a further general increase, then the rates in (1) shall increase by that general increase from the same operative date as the EDWA increase.

(3) Subject to the provisions for implementing the classification set out in the Appendix to the Award, an appointee to a Senior Teacher classification shall be entitled to the following annual allowance—

- (a) Level One—3.2 % of the maximum total salary per annum as prescribed in subclause (1) of this clause.
- (b) Level Two—6.9% of the maximum total salary per annum as prescribed in subclause (1) of this clause.

(4) Notwithstanding the provisions of subclause (5) of Clause 11.—Salaries of the Award, relief teachers employed for five (5) days or less may be engaged by the day or half day. A half day is determined as the hours usually worked in a school prior to or immediately following the lunch break.

## (5) Accreditation B Certificate

(a) The holding of the study component of a current Accreditation B Certificate would allow a 3 year trained teacher with the 2 years of full time equivalent experience at Step 9 to move to Step 10 from 1 July 2000 and to step 11 from 1 January 2002.

(b) Thereafter, progression from Step 9 to Step 10 and then to Step 11, shall be by biennial steps for 3 year trained teachers.

## (6) Upgrading from a 3 year to a 4 year qualification

When a teacher upgrades their teaching qualification from 3 years to 4 years, then in calculating the new position on the incremental scale in sub-clause(1), all previous relevant full time equivalent experience shall count.

## (7) Salary Packaging

Salary packaging in compliance with the Catholic Education Commission of Western Australia's statement shall be available to teachers from 1 July 2000.

## 14.—DEFERRED SALARY SCHEME

Teachers may apply to have their salary payments deferred in accordance with the provisions of this clause.

## (1) Eligibility

(a) Teachers who have been employed within the Catholic system for a minimum of two (2) years, including full time and part time teachers, are eligible to apply.

(b) Approval of applications will be determined by the employer based on the needs and requirements of the school.

## (2) Period of Leave

(a) The period of leave will be for twelve (12) months, from 1 January to 31 December.

(b) Participants will not be able to return to a position at the same school during the 12 month leave period.

(c) Should alternative employment be sought during the year of leave, the teacher is to advise the employer.

(d) Should employment as a teacher be pursued within a Catholic school, only relief work may be undertaken by the teacher.

(e) The year of leave, the fifth year, will be taken in accordance with the conditions as prescribed within Clause 8—Leave, (3) Leave Without Pay of the Independent Schools' Teachers' Award.

## (3) Payment of Salary

(a) During the four year accrual period participants in the scheme receive 80% of their normal fortnightly salary and will thus be taxed at this reduced rate of pay. Normal salary is defined as a teacher's normal fortnightly salary plus any associated teaching allowances.

In the fifth year, when leave is taken, the participants will receive the money contributed over the four year period. This amount can be paid fortnightly; in one lump sum payment; or two payments, one in each of the financial years.

(b) The participant will be taxed only on the amount actually received, in this case approximately 80% of the normal salary (including allowances). This is a significant taxation incentive for participants. It is recommended that, prior to entering into this scheme, prospective participants discuss taxation implications and other related issues with their accountant or financial adviser.

(c) It should be noted that interest is not paid on amounts accumulated during the accrual period. A taxation ruling prohibits such payment on the basis that people taking advantage of a taxation incentive cannot derive interest on those funds. Interest accrued will be utilised to offset the administrative costs of the fund.

## (4) Suspension of Contributions

(a) Participation in the scheme will be suspended during any period of unpaid leave. Any period of unpaid leave will reduce payments into the fund and therefore proportionately reduce the accrued payment in the year of leave.

(b) A participant may elect to suspend contributions for a period of less than twelve months once during the accrual period. This will also reduce the accrued payment in the year of leave.

(c) The employer retains the discretionary authority to approve suspension for a period of twelve (12) months at the request of the participant. Such a suspension will extend the taking of the year of leave by one (1) year.

## (5) Withdrawal

(a) The participant may withdraw from the scheme at any time by notifying the employer in writing. It should be noted that only the exact money paid into the scheme will be paid in a lump sum on withdrawal and no interest will be paid on this amount.

(b) The participant who withdraws from the scheme will be taxed on the lump sum payment and any other salary received during that financial year. Significant taxation implications may, therefore, apply.

(6) Long Service Leave, Sick Leave and Increment Entitlements

(a) A participant in the scheme will accrue the above entitlements at 100% of the normal accrual rate over the first four years only. The fifth year, the year of leave, is a non-accrual period.

(b) If a participant becomes eligible for long service leave during the fourth year of the deferred salary scheme, the long service leave entitlement will further be deferred and taken in the fifth year of the scheme or taken in the final term/semester of the fourth year of the scheme, or the first term/semester of the sixth year.

(7) Workers' Compensation

(a) Participants in the scheme are covered by workers' compensation during the first four years of the scheme at 100% of their normal salary. A participant in receipt of workers' compensation during the first four years may elect to continue in the deferred salary scheme or suspend their contributions until their return to full duties.

(b) Any period of suspension due to workers' compensation shall be undertaken in accordance with subclause (4) of this clause.

(c) During the fifth year, the year of leave, the participant is not covered by workers' compensation.

(8) Superannuation

Contributions are based on 100% of the participant's normal salary over the first four years only.

(9) Fund Management

The scheme will be managed by the Catholic Education Office. During the four year accrual period, schools will remit 20% of salary foregone to the Office on a two or four weekly basis. Participants will receive a statement from the Office at the end of each year showing the amount accumulated in the scheme. At the beginning of the fifth year, when leave is taken, the accumulated amount will be forwarded to the participant's school for payment through the school's payroll. All contributions to the scheme are guaranteed by the Catholic Education Office of WA.

(10) Portability

(a) Teachers are able to maintain their participation in the scheme should they transfer their employment between Catholic schools or to the Catholic Education Office.

(b) The teacher is obliged to notify the principal prior to appointment of their participation in the Deferred Salary Scheme and the date that leave is due to be taken.

(c) Participation in the Deferred Salary Scheme shall not impede an application for employment in a Catholic school.

(11) Implementation Date

(a) Applications are to be forwarded to the Principal by the close of business 31 August of the year prior to the year of commencement.

(b) Schools will endeavour to notify the teacher of the result of their applications by 31 October of the same year.

#### 15.—PROMOTIONAL POSITIONS

(1) The minimum promotional allowance payable to teachers engaged in the classifications prescribed in Clause 11.—Salaries, subclause (7) of the Award shall be—

(a) Promotion Level 1 Category A: 14.8% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.

(b) Promotion Level 1 Category B: 12.5% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.

(c) Promotion Level 1 Category C: 10.0% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.

(d) Promotion Levels 2, 3 and 4 shall be paid 70%, 50% and 30% respectively of Promotion Level 1 of the appropriate school category.

(2) In lieu of subclause (1) of this clause, a school may—

(a) after consultation with the staff and

(b) with the agreement of the parties to this Agreement opt to introduce a school based system of promotional positions to replace the arrangements in subclause (1).

(3) The structure and minimum promotional allowance payable to teachers engaged in the classifications prescribed in Clause 11.—Salaries, subclause (8), of the Award shall be as follows—

(a) In schools with 100—300 students—

(i) one Assistant Principal at 15.5% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement; or

(ii) two Assistant Principals each at 7.75% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.

(b) In schools greater than 300 students—

(i) two Assistant Principals each at 15.5% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement; or

(ii) three Assistant Principals each at 10.3% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.

#### 16.—LOCATION ALLOWANCES

Teachers shall be paid the allowance provided for below in lieu of the allowance prescribed in subclause (1) of Clause 17.—Location Allowances of the Award.

Town	Full Rate Allowance \$/week	Half Rate Allowance \$/week
Balgo Hills	160.24	80.12
Boulder	14.42	7.21
Beagle Bay	145.36	72.68
Billiluna	160.24	80.12
Broome	104.97	52.48
Carnarvon	45.15	22.58
Derby	109.62	54.81
Esperance	27.11	13.56
Gibb River	160.24	80.12
Kalgoorlie	14.42	7.21
Karratha	108.38	54.19
Kununurra	137.68	68.89
Lake Gregory/Mulan	160.24	80.12
Lombadina	145.36	72.68
Mullewa	5.52	2.76
Port Hedland	101.07	50.54
Red Hill/Halls Creek	129.18	64.59
Ringer Soak	160.24	80.12
Southern Cross	26.48	13.24
Tardun	47.93	23.97
Turkey Creek	145.36	72.68
Wyndham	136.66	68.33

#### 17.—SICK LEAVE

A medical certificate from a legally qualified medical practitioner shall be regarded as proof of sickness.

#### 18.—FAMILY LEAVE

(1) Use of sick leave

(a) A teacher with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill. Such leave shall not exceed five (5) days in any calendar year and is not cumulative.

(b) The teacher shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

(c) The entitlement to use sick leave is subject to—

(i) the teacher being responsible for the care of the person concerned; and

(ii) the person concerned being either a member of the teacher's immediate family or a member of the teacher's household.

(d) The teacher shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the teacher, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the teacher to give prior notice of absence, the teacher shall notify the

employer by telephone of such absence at the first opportunity on the day of absence.

(2) Use of unpaid leave

A teacher may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill.

(3) Nothing contained in this clause shall prevent a teacher from making application for leave as prescribed in Clause 8.—Leave, subclause (1) Special Leave of the Award.

#### 19.—LONG SERVICE LEAVE

(1) As from 1 January 1995, a teacher's entitlement to paid long service leave for each year of service within the Catholic Education system, will accrue at the following rates—

- (a) up to ten years of continuous service, 1.3 weeks for each year of service;
- (b) for each subsequent year, 1.86 weeks for each year of service.

(2) Subject to subclause (5) of this clause, a teacher who has accrued a minimum entitlement of ten weeks' long service leave shall be entitled to take such leave.

(3) For any service prior to the 1st January 1995, the provisions of long service leave shall be that which is prescribed under the terms of the Award.

(4) The process required for the taking of leave shall be as follows—

- (a) the employer shall advise the teacher of his/her impending entitlement to take long service leave prior to the completion of term three in the year preceding the entitlement becoming due;
- (b) the teacher shall advise the employer no later than the commencement of term four of the preceding year of their intention or otherwise to take leave;
- (c) where an agreement has been reached for the taking of long service leave and circumstances arise that necessitates an adjustment of such leave, then any request for the adjustment shall not be unreasonably withheld.

(5) Where the continuous service of a teacher during the period of accrual contains any period which is less than full time then that teacher's entitlement shall be calculated as follows—

- (a) the number of weeks accrued shall be in accordance with subclause (1) above; and
- (b) payment for the period accrued shall be the average that the teacher's hours bears to that of a full time teacher over the accrual period.

(6) The teacher continues to accrue long service leave entitlement for any period during which the teacher is absent on full pay from his/her duties; long service leave does not accrue for any period exceeding two weeks during which the teacher is absent on unpaid leave.

(7) (a) For the purposes of calculating long service leave entitlement the employer shall allow a break of service up to two terms without penalty to the teacher. Such a break in service shall be deemed to be 'leave without pay' for the purposes of calculating that teacher's entitlement.

(b) The provisions of this subclause shall not prevail if a teacher has been paid a pro-rata payment for accrued long service leave at the time of the break of service.

(8) Vacation leave observed by the school shall count for the purposes of calculating a teacher's entitlement to long service leave.

(9) Any public holiday which occurs during the period a teacher is on long service leave shall be treated as part of the long service leave and extra days in lieu thereof shall not be granted.

(10) Where a teacher has become entitled to a period of long service leave in accordance with the clause, the teacher shall commence such leave as soon as possible after the accrual date by one of the following options, at a time mutually agreed between the employer and the teacher—

- (a) as a term with the excess entitlement being retained as unused accrued long service leave; or

- (b) as a semester, with approved leave without pay for that portion which exceeds the fully accrued long service leave entitlement; or

- (c) with the agreement of the employer, as a term with the excess entitlement being paid for in addition to the ordinary payment for such leave.

- (d) with the agreement of the employer and in special circumstances, a lesser period may be taken than that prescribed in this subclause

(Notation: For the purposes of this subclause a semester is defined as school terms 1 and 2 or 3 and 4.)

(11) Payment for long service leave shall be made in full before the teacher goes on leave, or by agreement between the teacher and the employer at the same time as the teacher's salary would have been paid if the teacher had remained at work.

(12) Where a teacher has completed at least 7 continuous years of service and employment is terminated—

- (a) by the teacher's death; or
- (b) in any circumstances, other than serious misconduct;

the amount of leave shall be such as has accrued under the provisions of subclause (1) of this clause.

(13) In the case to which subclause (12) of this clause applies, and in any case in which the employment of the teacher who has become entitled to leave hereunder is terminated before such leave is taken or fully taken, the employer shall—

- (a) upon termination of employment otherwise than by death, pay to the teacher; or
- (b) upon termination of employment by death, pay to the personal representative of the teacher upon request by the personal representative,

a sum equivalent to the amount which would have been payable in respect of the period of leave to which he/she is entitled or deemed to have been entitled and which would have been taken but for such termination.

Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.

(14) Accrued long service leave entitlements are portable between all Catholic schools in Western Australia and those schools subject to the Catholic Schools Long Service Leave Interstate Portability Agreement.

#### 20.—PARENTAL LEAVE

Subject to the terms of this clause, a teacher is entitled to maternity, paternity and adoption leave and to work part time in connection with the birth or adoption of a child.

##### Part 1—Parental Leave

###### (1) Eligibility for Maternity and Paternity Leave

(a) If a teacher or the teacher's spouse becomes pregnant, the teacher shall, subject to the conditions hereunder, be entitled to parental leave in accordance with the provisions of this clause.

###### Conditions of eligibility—

- (i) The teacher is a full-time teacher or is a part-time teacher whose teaching allotment is not less than three hours per week, but not a relief teacher.
- (ii) The teacher has had not less than 12 months continuous service in Catholic education in Western Australia immediately preceding the date upon which the teacher proceeds on such leave.
- (iii) The teacher shall produce to the employer a certificate from a legally qualified medical practitioner stating the presumed date of confinement.
- (iv) The teacher shall produce a statutory declaration stating particulars of any period of parental leave sought or taken by the teacher's spouse and that for the period of parental leave the teacher will not engage in any action inconsistent with the teacher's contract of employment.

(b) Such leave shall be without pay.

(c) The teacher's entitlement shall be reduced by any period of parental leave taken by the teacher's spouse in relation to the same child and, apart from parental leave of up to one week at the time of confinement, shall not be taken concurrently.

## (2) Single Period of Parental Leave and Commencement

## (a) Subject to subclauses (3) and (6) hereof—

- (i) the period of maternity leave shall be for an unbroken period of from six (6) to one hundred and four (104) weeks and shall include a period of six (6) weeks compulsory leave to be taken immediately following confinement;
- (ii) the period of paternity leave shall be for an unbroken period of from one (1) to one hundred and four (104) weeks and shall include a period of one (1) week compulsory leave to be taken immediately following confinement.
- (iii) however, the period of leave for a replacement teacher shall not extend beyond the period for which they have been engaged as a replacement teacher.

(b) A teacher shall not less than ten (10) weeks prior to the presumed date of confinement produce to the employer the certificate referred to in subclause (1)(a)(iii) and give notice in writing to the employer setting out the presumed date of confinement and the date upon which the teacher proposes to commence parental leave stating the period of leave to be taken.

(c) An employer by not less than fourteen (14) days' notice in writing to the teacher, may require the teacher to commence maternity leave at anytime within the six (6) weeks immediately prior to her presumed date of confinement, except where the teacher can produce a medical certificate from the legally qualified medical practitioner in subclause (1)(a)(iii) stating that they are fit to continue normal duties during the six (6) weeks prior to the presumed date of confinement.

(d) A teacher shall not be in breach of this provision as a consequence of failure to give the stipulated period of notice in accordance with paragraph (c) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.

## (3) Further period of Parental Leave resulting from a subsequent pregnancy

(a) For the purposes of this clause a further period of parental leave shall mean a period of parental leave resulting from a subsequent pregnancy taken without a return to work from an initial period of parental leave and shall be deemed to be a new and separate period of parental leave.

(b) When a teacher who is already on parental leave under this clause applies for a further period of leave because of a subsequent pregnancy, the period of parental leave shall be for an agreed period and shall commence from the date of confinement and shall cease at either the start of the next school year or the start of the year following as determined by the teacher.

(c) Application for a subsequent period of parental leave shall comply with the provisions contained in subclauses (1) and (2) above, save that this will not require a teacher currently on paternity leave to return to work during the period of compulsory maternity leave of the mother following the birth of another child.

## (4) Transfer to a Safe Job prior to Maternity Leave

(a) When in the opinion of a legally qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the teacher make it inadvisable for the teacher to continue at her present work the teacher shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

(b) If the transfer to a safe job is not practicable, the teacher may, or the employer may require the teacher to take leave for such period as is certified necessary by a legally qualified medical practitioner and such leave shall be treated as maternity leave for the purposes of subclauses (9), (10), (11) and (13) hereof.

## (5) Variation of Maternity Leave

(a) Provided the addition does not extend each period of parental leave beyond one hundred and four (104) weeks, the period may be lengthened only once (save with the agreement of the employer) by the teacher giving not less than seven (7) weeks notice in writing stating the period by which the leave is to be lengthened.

(b) The period of leave may, with the consent of the employer, be shortened by the teacher giving not less than seven (7) working weeks notice in writing stating the period by which the leave is to be shortened.

(c) The provisions of paragraphs (a) and (b) hereof do not apply to those teachers taking further periods of leave, unless the employer consents.

## (6) Cancellation of Parental Leave

(a) Parental leave applied for but not commenced shall be cancelled where the pregnancy of a teacher or the teacher's spouse terminates other than by the birth of a living child.

(b) Where the pregnancy of a teacher then on maternity leave terminates other than by the birth of a living child, it shall be the right of the teacher to resume work at a time nominated by the employer (which shall be no later than the beginning of the next succeeding term from the date of the notice in writing by the teacher to the employer that she wishes to resume work).

(c) In this case the teacher may undertake temporary employment with another employer without affecting his/her contract of service with the school from which he/she took leave.

## (7) Special Maternity Leave and Sick Leave

(a) Where the pregnancy of a teacher not then on maternity leave terminates after twenty-eight (28) weeks other than by the birth of a living child, then—

- (i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a legally qualified medical practitioner certifies as necessary before her return to work; or
- (ii) for illness other than the normal consequences of confinement she shall be entitled either in lieu of or in addition to special maternity leave to such paid sick leave to which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work.

(b) Where a teacher not then on maternity leave suffers illness related to her pregnancy, she may take such sick leave to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a legally qualified medical practitioner certifies as necessary before her return to work provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed one hundred and four (104) weeks for the first period of maternity leave.

(c) For the purposes of subclauses (8), (9) and (10) hereof maternity leave shall include special maternity leave.

(d) A teacher returning to work after a period of leave taken pursuant to this subclause shall, subject to paragraph (e), be entitled to a position commensurate with her qualifications, experience and previous classification.

(e) A part-time teacher shall be entitled to return to a position which includes the same number of hours per week but not necessarily the same times or class levels.

## (8) Parental Leave and Other Entitlements

Provided the aggregate of leave, including leave taken pursuant to subclauses (4) and (7) hereof, does not exceed one hundred and four (104) weeks for each period of parental leave or does not negate the obligation to return to work at the beginning of the school year for further periods of parental leave as defined in subclause (3)(a);

(a) a teacher may in lieu of or in conjunction with parental leave take any annual leave or long service leave or any part thereof to which the teacher is then entitled;

(b) paid leave other than long service leave is not available to a teacher during the teacher's absence on parental leave.

## (9) Effect of Parental Leave on Employment

Notwithstanding any provision to the contrary, absence on parental leave shall not break the continuity of service of a teacher but shall not be taken into account in calculating the period of service for any purpose of this Agreement.

## (10) Termination of Employment

(a) A teacher on parental leave may terminate employment at any time during the period of leave by due notice given.

(b) An employer shall not terminate the employment of a teacher on the grounds of pregnancy or absence on parental leave but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(11) Return to work after a single period of Parental Leave

(a) Except as provided in paragraph (b) hereof, a teacher will return to work only from the beginning of a school term, preferably from the beginning of a school year and will indicate an intention of returning to work by giving in writing not less than seven (7) working weeks' notice wholly within a school term, that notice to be immediately prior to the proposed school term of commencement.

(b) An employer may by agreement with the teacher arrange for a teacher to return to work at some date other than the commencement of a school term.

(c) Provided the notice required pursuant to paragraph (a) above has been given, a teacher shall be entitled to a position commensurate with the teacher's qualifications, experience and previous classification.

(d) A part-time teacher shall be entitled to return to a position which includes the same number of hours per week, but not necessarily the same times or class levels.

(e) If no confirmation of an intention to return is received, the employer shall take reasonable steps of inquiry prior to making other arrangements.

(12) Return to work from a further period of parental leave resulting from a subsequent pregnancy

(a) A teacher will return to work only from the beginning of a school year and will indicate an intention of returning to work by giving in writing not less than seven (7) working weeks notice wholly within a school term in the school year prior to the intended return.

(b) Return to work from a further period of parental leave resulting from a subsequent pregnancy will comply with subclause (11) paragraphs (b), (c), (d) and (e).

(13) Replacement Teachers

(a) A teacher specifically engaged as a result of a teacher proceeding on parental leave will normally be a replacement teacher provided however that such replacement teacher does not have to fill the position vacated by the teacher proceeding on parental leave.

(b) Before an employer engages a replacement teacher under this subclause, the employer shall inform that person of the temporary nature of the employment and the rights of the teacher who is being replaced.

(c) Before an employer temporarily promotes or transfers a teacher to replace a teacher exercising rights under this clause the employer shall inform that person of the temporary nature of the promotion or transfer and the rights of the teacher who is being replaced.

(d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement teacher.

## Part 2—Adoption Leave

### (1) Definitions

In this subclause

“child”, in relation to a teacher, means a person under the age of 5 years who is placed with the teacher for the purposes of adoption and who has not previously lived continuously with the teacher for a period of 6 months or more or is not a child or step-child of the teacher or of the spouse of the teacher.

“primary care-giver” means a person who assumes the principal role of providing care and attention to a child.

“relative adoption” occurs where a child is adopted by a parent, a spouse of a parent or another relative, being a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

### (2) Eligibility for adoption leave

(a) A teacher is, on production to the employer of the documentation required by subclause (3) below entitled to one or two periods of adoption leave, the total of which must not exceed 104 weeks in the following circumstances—

(i) An unbroken period of up to 3 weeks at a time of the placement of the child (referred to in this subclause as “short adoption leave”);

(ii) An unbroken period of up to 104 weeks from the time of the placement of the child in order to be the primary care-giver of the child (referred to in this clause as “extended adoption leave”). This entitlement is to be reduced by any period of short adoption leave taken and the aggregate of any periods of adoption leave taken or to be taken by the teacher's spouse in relation to the same child. Save that for a replacement or relieving teacher, that period of leave shall not extend beyond the period for which they have been engaged as a replacement or relieving teacher;

(b) Extended adoption leave is not to be taken concurrently with adoption leave taken by the teacher's spouse in relation to the same child.

(c) The teacher must have had at least one year of continuous service within Catholic education in Western Australia immediately preceding the date on which the teacher commences either period of leave.

### (3) Certification

(a) Before taking adoption leave, the teacher must produce to the employer a statement from an adoption agency or another appropriate body of the expected date of placement of the child with the teacher for adoption purposes; or a statement from the appropriate government authority confirming that the teacher is to have custody of the child pending application for an adoption order.

(b) In relation to any period of extended adoption leave to be taken, the teacher must also produce a statutory declaration—

- (i) stating that the teacher is seeking that period of adoption leave to become the primary care-giver of the child; and
- (ii) stating particulars of any period of adoption leave sought or taken by the teacher's spouse; and
- (iii) stating the teacher's agreement that for the period of the teacher's adoption leave the teacher will not engage in any action inconsistent with the teacher's contract of employment.

### (4) Notice requirements

(a) On receiving notice of approval for adoption purposes, a teacher must notify the employer of the approval and within two (2) months after receiving notice of the approval, must further notify the employer of the period or periods of adoption leave which the teacher proposes to take. In the case of a relative adoption, the teacher must so notify the employer on deciding to take a child into custody pending an application for an adoption order.

(b) A teacher who commences employment with an employer after the date of approval for adoption purposes must notify the employer of that date on commencing employment and of the period of adoption leave which the teacher proposes to take.

(c) A teacher must, as soon as the teacher is aware of the expected date of placement of a child for adoption purposes but no later than fourteen (14) days before the expected date of placement, give notice in writing to the employer of that date, and of the date of commencement of any period of short adoption leave to be taken.

(d) A teacher must, at least seven (7) weeks before the proposed date of commencing any period of extended adoption leave to be taken, give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.

(e) A teacher shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with paragraphs (c) or (d) hereof if the failure is caused by—

- (i) the requirement of an adoption agency for the teacher to accept earlier or later placement of a child; or
- (ii) the death of the teacher's spouse.

### (5) Variation of period of adoption leave

(a) Provided the addition does not extend adoption leave beyond 104 weeks, the period of extended adoption leave may be lengthened once only by the teacher giving not less than twenty-one (21) days notice in writing stating the period by which the leave is to be lengthened.

(b) The period may be further lengthened by agreement between the employer and the teacher.

(c) The period of extended adoption leave may, with the consent of the employer, be shortened by the teacher giving not less than seven (7) working weeks notice in writing stating the period by which the leave is to be shortened.

(6) Cancellation of adoption leave

(a) Adoption leave, applied for but not commenced, is cancelled should the placement of the child not proceed.

(b) If the placement of a child for adoption purposes with a teacher then on adoption leave does not proceed or continue, it shall be the right of the teacher to resume work at a time nominated by the employer (which shall be no later than the beginning of the next succeeding term from the date of the notice in writing by the teacher to the employer that the teacher wishes to resume work).

(d) In this case, the teacher may undertake temporary employment with another employer without affecting his/her contract of service with the school from which he/she took leave.

(7) Special Adoption leave

The employer must grant to any teacher who is seeking to adopt a child any leave not exceeding two (2) days (paid or otherwise), that is required by the teacher to attend any compulsory interviews or examinations that are necessary as part of the adoption procedure.

(8) Adoption leave and other entitlements

(a) So long as the aggregate of any leave, including leave taken under this subclause does not exceed 104 weeks, a teacher may, instead of or in conjunction with adoption leave, take any annual leave or long service leave or any part of it to which the teacher is entitled.

(b) Paid leave other than long service leave is not available to a teacher during the teacher's absence on adoption leave.

(9) Effect of adoption leave on employment

Notwithstanding any provision to the contrary, absence on adoption leave shall not break the continuity of service of a teacher but shall not be taken into account in calculating the period of service for any purpose of this Agreement provided that absence on adoption leave shall count for purposes of subclause (2)(c) above.

(10) Termination of employment

(a) A teacher on adoption leave may terminate employment at any time during the period of leave by due notice given.

(b) An employer shall not terminate the employment of a teacher on the ground of the teacher's absence on adoption leave but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(11) Return to work after adoption leave

(a) Except as provided in paragraph (b) hereof, a teacher will return to work only from the beginning of a school term, preferably from the beginning of a school year and will indicate an intention of returning to work by giving in writing not less than seven (7) weeks' notice, that notice to be immediately prior to the proposed school term of commencement.

(b) An employer may by agreement with the teacher arrange for a teacher to return to work at some date other than the commencement of a school term.

(c) Provided the notice required pursuant to subclause (a) above has been given, a teacher shall be entitled to a position commensurate with the teacher's qualifications, experience and previous classification.

(d) A part-time teacher shall be entitled to return to a position which includes the same number of hours per week, but not necessarily the same times or class levels.

(e) If no confirmation of an intention to return is received, the employer shall take reasonable steps of inquiry prior to making other arrangements.

(12) Replacement Teachers

(a) A teacher specifically engaged as a result of a teacher proceeding on adoption leave will normally be a replacement teacher provided however that such replacement teacher does not have to fill the position vacated by the teacher proceeding on adoption leave.

(b) Before an employer engages a replacement teacher under this subclause, the employer shall inform that person of the temporary nature of the employment and the rights of the teacher who is being replaced.

(c) Before an employer temporarily promotes or transfers a teacher to replace a teacher exercising rights under this clause the employer shall inform that person of the temporary nature of the promotion or transfer and the rights of the teacher who is being replaced.

(d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement teacher.

**Part 3—Part-time Work**

(1) Definitions

In this subclause

“Female teacher” means an employed female who is pregnant or is caring for a child whom she has borne or a child who has been placed with her for adoption purposes.

“Male teacher” means an employed male who is caring for a child of his spouse or a child placed with the teacher for adoption purposes.

“Part-time employment” means work of a lesser number of hours than constitutes full-time work under this Agreement, but does not include temporary or casual work.

“Former position” means the position held by a teacher immediately before commencing part-time employment under this subclause or, if such position no longer exists but there are other positions available for which the teacher is qualified and capable of performing, a position as nearly as possible comparable in status and pay to that of the position held by the teacher immediately before commencing part-time work.

(2) Entitlement

With the agreement of the employer—

(a) a female teacher may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy necessary or desirable;

(b) a female teacher may work part-time in one or more periods at any time from the seventh week after the date of the birth of the child until its third birthday;

(c) a male teacher may work part-time in one or more periods at any time from the date of the birth of the child until its third birthday;

(e) in relation to adoption, a female or male teacher may work part-time in one or more periods at any time from the date of placement of the child until the third anniversary of that date.

(3) Return to former position

(a) A teacher who has had at least one year of continuous service within Catholic education in Western Australia immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to their former position.

(b) Nothing in paragraph (a) hereof shall prevent the employer from permitting the teacher to return to their former position after a second or subsequent period of part-time employment.

(4) Effect of part-time work on continuous service

Under this Agreement, commencement on part-time employment under this subclause and return from part-time employment to full-time employment under this subclause does not break the continuity of service of a teacher.

(5) Pro-rata entitlements

Subject to the provisions of this subclause and the matters agreed to in subclause (6) hereof, part-time employment shall be in accordance with the provisions of the Award and/or this Agreement and shall apply pro-rata.

(6) Part-time Work Agreement

(a) Before commencing a period of part-time employment under this subclause the employer and the teacher shall agree—

(i) that the teacher may work part-time;

(ii) upon the hours to be worked by the teacher, the days upon which they will be worked and the commencing times for the work;

(iii) upon the period of part-time employment.

(b) The terms of this agreement may be varied by consent.

(c) The terms of this agreement and any variation to it shall be in writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the teacher by the employer.

(d) The work to be performed part-time need not be the work performed by the teacher in the teacher's former position but shall be work commensurate with the teacher's qualifications, experience and previous classification.

(e) An employer may request, but not require, a teacher working part-time under this clause to work outside or in excess of the teacher's ordinary hours of duty provided for in accordance with paragraph (a) hereof.

(7) Termination of Employment

(a) The employment of a part-time teacher under this clause may be terminated in accordance with the provisions of the Award and/or this Agreement but may not be terminated by the employer because the teacher has exercised or proposes to exercise any rights under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.

(b) Any termination benefits payable to a teacher whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time teacher as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time teacher on a pro-rata basis.

(8) Replacement Teachers

(a) A teacher specifically engaged as a result of a teacher proceeding on part-time employment under this subclause will normally be a replacement teacher.

(b) Before an employer engages a replacement teacher under this subclause, the employer shall inform that person of the temporary nature of the employment and the rights of the teacher who is being replaced.

(c) Before an employer temporarily promotes or transfers a teacher to replace a teacher exercising rights under this clause the employer shall inform that person of the temporary nature of the promotion or transfer and the rights of the teacher who is being replaced.

(d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement teacher.

## 21.—REDUNDANCY PROVISIONS

(1) Should a position in a Catholic school become redundant then the provisions of—

- (a) the Workplace Relations Act (1996); and/or
  - (b) the Catholic Education Commission of Western Australia policy on redundancy; and/or
  - (c) this Agreement,
- whichever is the greater, shall apply.

(2) In calculating the years of service of a teacher, all continuous service within Catholic schools in Western Australia will be considered and not only the service completed at the current school.

(3) Where a school proposes to make one or more teaching positions redundant the employer shall make redundancy payments to the teachers made redundant—

<u>Period of Service</u>	<u>Weeks of severance pay.</u>
Less than 1 year	Nil
One year and less than two years	4 weeks
Two years and less than three years	6 weeks
Three years and less than four years	7 weeks
Four years and above	2 weeks per year of service to a maximum of 16 weeks.

(4) When the employer identifies a potential redundancy and before a teacher is named as the person whose position has been declared redundant, the employer shall offer all teachers at that school the opportunity to take leave without pay for a period of one school year or such a period to resolve the potential redundancy. Where a suitable application is received that resolves the potential redundancy, then the teacher shall be granted leave without pay for the period.

(5) Continuity of service for all purposes of the Award and/or this Agreement shall apply where a teacher has been made redundant and is re-employed by a Catholic school within six months.

(6) If during the life of this Agreement the Australian Industrial Relations Commission moves to a new redundancy standard in excess of the provisions of this clause, then the new standard will apply and as such the parties agree to amend this Agreement accordingly.

(7) Notwithstanding the other provisions of this clause, nothing shall prevent the parties from negotiating a redundancy settlement in excess of the provisions as determined in subclause (3) of this clause.

## 22.—PLAYGROUND DUTY

Where a teacher is required to perform playground supervision, such supervision shall be so rostered as to allow a fair and reasonable midday meal break.

## 23.—FLEXIBILITY IN THE SCHOOL DAY/YEAR

(1) Flexible working hours for teachers may be implemented at schools where an improved curriculum can be offered, or more effective and efficient use of resources occurs.

The following criteria shall be applied prior to the implementation of flexible hours—

- (a) a consultative process to occur at school level involving all stakeholders, including the ISSOA, school decision making groups, parents, students and staff;
- (b) issues such as duty of care, health, safety and welfare, equity and other legislative requirements allowed for;
- (c) workloads and career aspirations have been considered;
- (d) individual circumstances have been fairly and reasonably considered;
- (e) the distribution of hours to be equitable.

(2) Specifically excluded from these flexibility arrangements are increased working hours for teachers.

## 24.—MANNER OF LIFE

(1) Where an allegation has been made against a teacher with regard to the teacher's manner of life and/or stated beliefs which may be in breach of Clause 11.—Conditions of Employment, subclause (2)(a) of this Agreement, the following procedures shall apply—

(2) The Allegation

(a) Any allegation for breach of this clause shall be directed to the Principal of the school in which the teacher is employed and shall be in writing stating—

- (i) the nature of the allegation;
- (ii) the proof supporting the allegation; and
- (iii) the source of the allegation.

(b) The person/s making the allegation must have direct knowledge of the alleged breach and shall be required to support the allegation in conformity with the provisions as outlined in paragraph (a) of this subclause.

(c) The Principal and/or the person/s making the allegation should observe confidentiality at all times and the Principal shall advise such person/s of the seriousness of their allegation and counsel such person/s of the consequences of malicious, false or exaggerated allegations.

(d) The employer shall record the details of the allegation and where necessary clarify any matter pertaining to the allegation.

(3) Advising the Teacher

(a) (i) Should the employer determine that the allegation cannot be sustained, the matter shall be discontinued and the person/s making the allegation advised accordingly.

(ii) Should the circumstances warrant, the employer may advise the teacher of the allegation and the outcome as prescribed in paragraph (a)(i) of this subclause.

(b) If the employer determines that the allegation needs to be acted upon, he/she shall advise the teacher in writing stating—

- (i) the nature of the allegation;
- (ii) the proof supporting the allegation;
- (iii) the source of the allegation;
- (iv) the potential consequences if the allegation is proven;
- (v) that the teacher is not required to answer the allegation immediately but may elect to seek the appropriate advice and representation; and
- (vi) a reasonable time frame for a response.

(4) Where an allegation for breach of this clause has been confirmed by the teacher, the teacher shall be offered the opportunity to rectify the matter where possible, in a manner agreed between the teacher and the employer. Such agreement shall be in writing.

(5) Should the matter not be resolved in accordance with subclauses (3) or (4) of this clause, the provisions of Clause 30.—Dispute Avoidance and Grievance Procedures of this Agreement shall apply.

#### 25.—PROFESSIONAL DEVELOPMENT

Professional development has as its priority the upgrading of professional knowledge and skills. Both the school and the teacher should share the responsibility of teachers' professional development.

In addition to courses provided in school hours, the parties accept that courses outside of school hours should be made available to teachers. Access to such courses should be at the discretion of the teacher.

#### 26.—PROFESSIONAL RESPONSIBILITIES

(1) The parties recognise that there is a wide range of duties and responsibilities involved in the profession of teaching.

(2) The parties recognise that the following principles apply in addressing the fair and reasonable participation of teachers—

- (a) Much of the life and culture of the school is derived from school activities involving teachers and students conducted outside regular classroom contact;
- (b) The efforts of teachers who contribute significantly to the life and values of the school should be recognised;
- (c) Duty of care responsibilities must be considered in the planning of all activities conducted by the school;
- (d) There will be collaborative planning between school and staff in the allocation of teachers to all activities conducted by the school;
- (e) The competence, skills and qualifications of teachers, including part-time teachers, will be considered in the planning and allocating of activities conducted by the school, having regard for the teacher's professional development and family responsibilities;
- (f) Some schools may have expanded educational programs which may require flexible employment arrangements.

#### 27.—SUMMATIVE APPRAISAL

During the life of this Agreement, all forms of teacher appraisal (including Summative and Senior Teacher appraisal) will be re-negotiated.

#### 28.—PART TIME TEACHERS

(1) Contract of employment

(a) In engaging a part time teacher schools will recognise that part time teachers are entitled to supplement their income through other employment.

(b) The number of hours of scheduled class time and professional responsibilities and duties of a part time teacher shall be set out in writing by the employer at the time of engagement and at any other time when a variation occurs.

(2) A part time teacher's weekly rate of pay shall be assessed according to the following formula—

$$\frac{\text{Hours worked}}{\text{Full time teachers' hours}} \times \frac{\text{the appropriate}}{\text{full time salary}}$$

*Note: Hours = the number of hours of scheduled class time for the teacher*

(3) A part time teacher in a Primary School shall be given a proportional amount of release time for planning and preparation as given to a full time teacher in that school.

(4) A part time teacher shall be expected to undertake a proportional number of additional duties normally expected of a full time teacher in that school, provided that those duties fall at times adjoining that teacher's normal scheduled classroom teaching hours or on a usual day of employment, e.g. yard supervision, staff meetings, etc.

(5) Additional hours

(a) Where an employer requires and the part time teacher agrees to work additional hours, the teacher shall be paid for each additional hour or part thereof at that teacher's normal part-time hourly rate of pay.

(b) Such additional hours worked under this arrangement shall not result in proportionate adjustments under any other clause in the Award or this Agreement.

(6) Variation of hours

(a) The school may vary the teaching load of a part time teacher from the beginning of each school year with 6 weeks notice or at any time by agreement with the teacher.

(b) In the absence of the required notice as per subclause (a) and provided that the change involves a decrease in salary, the teacher's salary will be maintained at its former level for the period of the notice not given.

#### 29.—SPECIAL LEAVE

(a) A teacher shall, on sufficient cause being shown, be granted special leave with pay.

(b) "Sufficient cause" is defined as a matter or situation for which—

- (i) no other paid leave is available
- (ii) no other arrangements can reasonably be made
- (iii) the absence from duty is required due to pressing necessity.

(c) The period determined at the discretion of the employer having regard to all of the circumstances but would not normally exceed 3 days for any one instance.

#### 30.—DISPUTE AVOIDANCE AND GRIEVANCE PROCEDURE

(1) The objective of these procedures is the avoidance and resolution of industrial disputation by measures based on consultation, co-operation and negotiation and the parties to a dispute shall make reasonable attempts to resolve the matter by mutual discussion and determination.

(2) Without prejudice to either party, the parties to this Agreement shall ensure the continuation of work in accordance with the Award, this Agreement and the custom and practice in Catholic Schools in Western Australia.

(3) (a) In the event of any matter arising which is of concern, the teacher shall discuss this matter with the Principal or his/her nominee.

(b) If the matter is not resolved at this level, the teacher and/or the Principal may refer the matter to the Independent Schools Salaried Officers' Association and/or the Catholic Education Office (Employee and Community Relations Team).

(In an attempt to resolve the matter it may be necessary to have formal discussion between the ISSOA and the Director of Catholic Education in Western Australia.)

(c) If the matter cannot be resolved at this level it may be referred to the Western Australian Industrial Relations Commission.

(4) Nothing contained in this procedure shall prevent the Secretary of the ISSOA or his/her nominee or the Director of Catholic Education in Western Australia or his/her nominee from entering into negotiations at any level either at the request of any of the parties to the dispute or on their own initiative in respect of matters in dispute should such action

be considered conducive to achieving resolution of the dispute.

31.—SIGNATURES

.....  
(Signature)  
(Name of signatory in block letters)  
John XXIII College Council Inc

.....  
(Signature)  
(Name of signatory in block letters)  
Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers

- 8. No Extra Claims
- 9. No Duress
- 10. Objects of the Agreement
- 11. Conditions of Employment
- 12. Contract of Service
- 13. Salaries
- 14. Deferred Salary Scheme
- 15. Promotional Positions
- 16. Location Allowances
- 17. Sick Leave
- 18. Family Leave
- 19. Long Service Leave
- 20. Parental Leave
- 21. Redundancy Provisions
- 22. Playground Duty
- 23. Flexibility in the School Day/Year
- 24. Manner of Life
- 25. Professional Development
- 26. Professional Responsibilities
- 27. Summative Appraisal
- 28. Part Time Teachers
- 29. Special Leave
- 30. Dispute Avoidance and Grievance Procedure
- 31. Signatures

**WESTERN AUSTRALIAN CATHOLIC SCHOOLS (ENTERPRISE BARGAINING) AGREEMENT NO. 15 OF 2000. No. AG 171 of 2000.**

**2000 WAIRC 00520**

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

**PARTIES** THE INDEPENDENT SCHOOLS SALARIED OFFICERS' ASSOCIATION OF WESTERN AUSTRALIA, INDUSTRIAL UNION OF WORKERS & OTHER V (NOT APPLICABLE)

**CORAM** COMMISSIONER S J KENNER  
**DELIVERED** MONDAY, 28 AUGUST 2000  
**FILE NO/S** AG 171/2000

**Representation**  
**Applicant** Mr N Briggs  
**Respondent**

*Order.*

HAVING heard Mr N Briggs on behalf of the applicant and there being no appearance on behalf of the respondent and by consent the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

- (1) THAT the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 15 of 2000 as filed in the Commission on 10 July 2000 in the terms of the following schedule be and is hereby registered as an industrial agreement.
- (2) THAT the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 15 of 1998 No AG 137 of 1998 be and is hereby cancelled.

(Sgd.) S. J. KENNER,  
Commissioner.

[L.S.]

Schedule.

1.—TITLE

This Agreement shall be known as the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 15 of 2000 and shall replace the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 15 of 1998.

2.—ARRANGEMENT

- 1. Title
- 2. Arrangement
- 3. Parties to the Agreement
- 4. Scope of Agreement
- 5. Relationship to Parent Award
- 6. Term of Agreement
- 7. Expiration of Agreement

3.—PARTIES TO THE AGREEMENT

This Agreement is made between the Congregation of the Presentation Sisters WA Inc and the Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers (the ISSOA), a registered organisation of employees.

4.—SCOPE OF AGREEMENT

(1) This Agreement shall apply to all teachers who are covered by the provisions of the Independent Schools' Teachers' Award (1976), as amended.

(2) The number of teachers covered by this agreement is 102.

5.—RELATIONSHIP TO PARENT AWARD

Except as provided by this Agreement, the conditions of employment of teachers employed in Catholic Schools in Western Australia will be in accordance with the Independent Schools' Teachers' Award (1976), as amended.

6.—TERM OF AGREEMENT

(1) This Agreement shall come into effect on and from 1 July 2000 and shall expire on 30 June 2003.

(2) During the term of this Agreement, the provisions of this Agreement may be varied by mutual agreement between the parties.

7.—EXPIRATION OF AGREEMENT

(1) On the expiration of this Agreement and in the absence of the registration of a subsequent Enterprise Agreement, the provisions of this Agreement shall prevail for the purposes of the conditions of employment that will apply to teachers covered by this Agreement.

(2) Negotiations for a new Enterprise Agreement will commence 6 months prior to the expiry of this Enterprise Agreement.

8.—NO EXTRA CLAIMS

It is a condition of this Agreement, that the parties will not make any further claims with respect to salaries and conditions during the period of this Agreement unless they are consistent with the State Wage Fixing Principles.

9.—NO DURESS

This Agreement was not entered into by either of the parties under duress from the other party or any other person or persons.

10.—OBJECTS OF THE AGREEMENT

In reaching this agreement the parties have recognised—  
Catholicity—

- The need to maintain a just working environment in which education can be provided in harmony with the aims, objectives and philosophy of Catholic education.

## Professionalism—

- A mutual responsibility to protect, develop and enhance Catholic education within the State of Western Australia.
- The need to safeguard and enhance the quality of teaching and learning in Catholic schools in Western Australia and the public perception of it.

## Flexibility—

- The variety of educational and managerial arrangements that exist requiring flexibility in the application of regulations that govern employment practices.
- The need to consolidate, and develop further, initiatives arising out of the award restructuring process.
- Productivity and efficiency have a growing influence in educational policies and practices.

Schools are expected to do more with the same level of resources, necessitating productivity and efficiency improvements which may be qualitative rather than quantitative.

## 11.—CONDITIONS OF EMPLOYMENT

The parties acknowledge that the following *Conditions of Employment of Teachers in Catholic Schools in WA (2000)* is an official statement of the Catholic Education Commission of Western Australia and as such applies to all teachers employed in a Catholic school in Western Australia.

Conditions of Employment of Teachers in Catholic Schools in WA (2000)

## 1. The Employing Authority

1.1 In Diocesan accountable schools, the teacher is employed by the Bishop of the Diocese who delegates this power to the school board.

1.2 In Order accountable schools the teacher is employed by the Congregational Leader who may delegate this authority to a school board or principal.

## 2. The Fundamental Responsibilities of the Teacher

A teacher is required, under the direction of the Principal, to contribute actively towards;

2.1 the maintenance of the Catholicity of the school through a manner of life and stated beliefs which are in keeping with the teachings of the Catholic Church;

2.2 the promotion of the religious instruction and formation of pupils in accordance with the directives and requirements of the Catholic Education Commission and the Bishop of the Diocese;

2.3 the undertaking of appropriate accreditation programs, as required.

## 3. Duties

The teacher is required to—

- 3.1 perform such duties, teaching and non—teaching, as are customarily rostered and shared by all staff;
- 3.2 help ensure the provision of a Catholic perspective in the activities of the school;
- 3.3 model the leadership that is appropriate for all members of the school community;
- 3.4 keep abreast of current developments in educational theory and practice;
- 3.5 demonstrate a pastoral concern for each member of the school community.

## 4. Other Matters

4.1 A full time teacher shall be permitted to engage in other employment provided that—

- (i) such employment does not affect the teacher's employment and professional responsibilities to the school. and

- (ii) the principal is notified

4.2 Any fraudulent misrepresentation in the teacher's curriculum vitae, or other documentation presented to the employer, which impacts on the employment contract of the teacher may result in the termination of the employment contract.

4.3 The teacher has the responsibility to advise the employer of any previous or current criminal convictions or

proceedings that may conflict with the stated philosophy of a Catholic school and the objects of this agreement. The teacher acknowledges that the employer has the right to enquire about such convictions or proceedings, provided that the employer notifies the teacher of any inquiry prior to it being conducted.

## 12.—CONTRACT OF SERVICE

(1) When a teacher accepts an appointment within the Catholic system in Western Australia for the first time, the appointment is probationary and as such the teacher is subject to professional appraisal in the second year of employment so as to confirm ongoing employment.

(2) (a) Except in the case of a relief or temporary teacher, the termination of the service of a teacher shall require a minimum of six weeks' notice by either party to take effect from the close of school business at the end of the school term.

(b) Provided that the requirements of this subclause may be waived in part or in whole by mutual agreement between the teacher and the employer. Any request to waiver such notice shall not be unreasonably withheld by the employer, where it is deemed that the teacher has not been able to give the required notice through no fault of their own.

(c) Subject to the provisions of this subclause, failure to give the required notice shall make either party liable for the payment to the other party of an amount equivalent to the period of notice not given.

(d) When a teacher resigns, the employer reserves the right to withhold or recover an amount equivalent to any period of overpayment of salary. However, approval must be obtained from the Director of Catholic education before such action is proceeded with.

## 13.—SALARIES

(1) The minimum annual rate of salary payable to teachers engaged in the classifications prescribed in Clause 11.—Salaries of the Award shall be—

Step	Salary (\$)
Step 1	24,156
Step 2	25,570
Step 3	30,924
Step 4	32,672
Step 5	33,964
Step 6	36,002
Step 7	37,395
Step 8	39,081
Step 9	41,827
Step 10	43,113
Step 11	44,898
Step 12	46,428
Step 13	48,264

(2) Notwithstanding subclause (1) of this clause, if, during the life of this Agreement, the Education Department of Western Australia salaries receive a further general increase, then the rates in (1) shall increase by that general increase from the same operative date as the EDWA increase.

(3) Subject to the provisions for implementing the classification set out in the Appendix to the Award, an appointee to a Senior Teacher classification shall be entitled to the following annual allowance—

- (a) Level One—3.2 % of the maximum total salary per annum as prescribed in subclause (1) of this clause.
- (b) Level Two—6.9% of the maximum total salary per annum as prescribed in subclause (1) of this clause.

(4) Notwithstanding the provisions of subclause (5) of Clause 11.—Salaries of the Award, relief teachers employed for five (5) days or less may be engaged by the day or half day. A half day is determined as the hours usually worked in a school prior to or immediately following the lunch break.

## (5) Accreditation B Certificate

(a) The holding of the study component of a current Accreditation B Certificate would allow a 3 year trained teacher with the 2 years of full time equivalent experience at Step 9 to move to Step 10 from 1 July 2000 and to step 11 from 1 January 2002.

(b) Thereafter, progression from Step 9 to Step 10 and then to Step 11, shall be by biennial steps for 3 year trained teachers.

## (6) Upgrading from a 3 year to a 4 year qualification

When a teacher upgrades their teaching qualification from 3 years to 4 years, then in calculating the new position on the incremental scale in sub-clause(1), all previous relevant full time equivalent experience shall count.

## (7) Salary Packaging

Salary packaging in compliance with the Catholic Education Commission of Western Australia's statement shall be available to teachers from 1 July 2000.

## 14.—DEFERRED SALARY SCHEME

Teachers may apply to have their salary payments deferred in accordance with the provisions of this clause.

## (1) Eligibility

(a) Teachers who have been employed within the Catholic system for a minimum of two (2) years, including full time and part time teachers, are eligible to apply.

(b) Approval of applications will be determined by the employer based on the needs and requirements of the school.

## (2) Period of Leave

(a) The period of leave will be for twelve (12) months, from 1 January to 31 December.

(b) Participants will not be able to return to a position at the same school during the 12 month leave period.

(c) Should alternative employment be sought during the year of leave, the teacher is to advise the employer.

(d) Should employment as a teacher be pursued within a Catholic school, only relief work may be undertaken by the teacher.

(e) The year of leave, the fifth year, will be taken in accordance with the conditions as prescribed within Clause 8—Leave, (3) Leave Without Pay of the Independent Schools' Teachers' Award.

## (3) Payment of Salary

(a) During the four year accrual period participants in the scheme receive 80% of their normal fortnightly salary and will thus be taxed at this reduced rate of pay. Normal salary is defined as a teacher's normal fortnightly salary plus any associated teaching allowances.

In the fifth year, when leave is taken, the participants will receive the money contributed over the four year period. This amount can be paid fortnightly; in one lump sum payment; or two payments, one in each of the financial years.

(b) The participant will be taxed only on the amount actually received, in this case approximately 80% of the normal salary (including allowances). This is a significant taxation incentive for participants. It is recommended that, prior to entering into this scheme, prospective participants discuss taxation implications and other related issues with their accountant or financial adviser.

(c) It should be noted that interest is not paid on amounts accumulated during the accrual period. A taxation ruling prohibits such payment on the basis that people taking advantage of a taxation incentive cannot derive interest on those funds. Interest accrued will be utilised to offset the administrative costs of the fund.

## (4) Suspension of Contributions

(a) Participation in the scheme will be suspended during any period of unpaid leave. Any period of unpaid leave will reduce payments into the fund and therefore proportionately reduce the accrued payment in the year of leave.

(b) A participant may elect to suspend contributions for a period of less than twelve months once during the accrual period. This will also reduce the accrued payment in the year of leave.

(c) The employer retains the discretionary authority to approve suspension for a period of twelve (12) months at the request of the participant. Such a suspension will extend the taking of the year of leave by one (1) year.

## (5) Withdrawal

(a) The participant may withdraw from the scheme at any time by notifying the employer in writing. It should be noted that only the exact money paid into the scheme will be paid in a lump sum on withdrawal and no interest will be paid on this amount.

(b) The participant who withdraws from the scheme will be taxed on the lump sum payment and any other salary received during that financial year. Significant taxation implications may, therefore, apply.

## (6) Long Service Leave, Sick Leave and Increment Entitlements

(a) A participant in the scheme will accrue the above entitlements at 100% of the normal accrual rate over the first four years only. The fifth year, the year of leave, is a non-accrual period.

(b) If a participant becomes eligible for long service leave during the fourth year of the deferred salary scheme, the long service leave entitlement will further be deferred and taken in the fifth year of the scheme or taken in the final term/semester of the fourth year of the scheme, or the first term/ semester of the sixth year.

## (7) Workers' Compensation

(a) Participants in the scheme are covered by workers' compensation during the first four years of the scheme at 100% of their normal salary. A participant in receipt of workers' compensation during the first four years may elect to continue in the deferred salary scheme or suspend their contributions until their return to full duties.

(b) Any period of suspension due to workers' compensation shall be undertaken in accordance with subclause (4) of this clause.

(c) During the fifth year, the year of leave, the participant is not covered by workers' compensation.

## (8) Superannuation

Contributions are based on 100% of the participant's normal salary over the first four years only.

## (9) Fund Management

The scheme will be managed by the Catholic Education Office. During the four year accrual period, schools will remit 20% of salary foregone to the Office on a two or four weekly basis. Participants will receive a statement from the Office at the end of each year showing the amount accumulated in the scheme. At the beginning of the fifth year, when leave is taken, the accumulated amount will be forwarded to the participant's school for payment through the school's payroll. All contributions to the scheme are guaranteed by the Catholic Education Office of WA.

## (10) Portability

(a) Teachers are able to maintain their participation in the scheme should they transfer their employment between Catholic schools or to the Catholic Education Office.

(b) The teacher is obliged to notify the principal prior to appointment of their participation in the Deferred Salary Scheme and the date that leave is due to be taken.

(c) Participation in the Deferred Salary Scheme shall not impede an application for employment in a Catholic school.

## (11) Implementation Date

(a) Applications are to be forwarded to the Principal by the close of business 31 August of the year prior to the year of commencement.

(b) Schools will endeavour to notify the teacher of the result of their applications by 31 October of the same year.

## 15.—PROMOTIONAL POSITIONS

(1) The minimum promotional allowance payable to teachers engaged in the classifications prescribed in Clause 11.—Salaries, subclause (7) of the Award shall be—

(a) Promotion Level 1 Category A: 14.8% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.

(b) Promotion Level 1 Category B: 12.5% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.

(c) Promotion Level 1 Category C: 10.0% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.

(d) Promotion Levels 2, 3 and 4 shall be paid 70%, 50% and 30% respectively of Promotion Level 1 of the appropriate school category.

(2) In lieu of subclause (1) of this clause, a school may—

- (a) after consultation with the staff and
- (b) with the agreement of the parties to this Agreement

opt to introduce a school based system of promotional positions to replace the arrangements in subclause (1).

(3) The structure and minimum promotional allowance payable to teachers engaged in the classifications prescribed in Clause 11.—Salaries, subclause (8), of the Award shall be as follows—

- (a) In schools with 100—300 students—
  - (i) one Assistant Principal at 15.5% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement; or
  - (ii) two Assistant Principals each at 7.75% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.
- (b) In schools greater than 300 students—
  - (i) two Assistant Principals each at 15.5% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement; or
  - (ii) three Assistant Principals each at 10.3% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.

#### 16.—LOCATION ALLOWANCES

Teachers shall be paid the allowance provided for below in lieu of the allowance prescribed in subclause (1) of Clause 17.—Location Allowances of the Award.

Town	Full Rate Allowance \$/week	Half Rate Allowance \$/week
Balgo Hills	160.24	80.12
Boulder	14.42	7.21
Beagle Bay	145.36	72.68
Billiluna	160.24	80.12
Broome	104.97	52.48
Carnarvon	45.15	22.58
Derby	109.62	54.81
Esperance	27.11	13.56
Gibb River	160.24	80.12
Kalgoorlie	14.42	7.21
Karratha	108.38	54.19
Kununurra	137.68	68.89
Lake Gregory/Mulan	160.24	80.12
Lombadina	145.36	72.68
Mullewa	5.52	2.76
Port Hedland	101.07	50.54
Red Hill/Halls Creek	129.18	64.59
Ringer Soak	160.24	80.12
Southern Cross	26.48	13.24
Tardun	47.93	23.97
Turkey Creek	145.36	72.68
Wyndham	136.66	68.33

#### 17.—SICK LEAVE

A medical certificate from a legally qualified medical practitioner shall be regarded as proof of sickness.

#### 18.—FAMILY LEAVE

(1) Use of sick leave

(a) A teacher with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill. Such leave shall not exceed five (5) days in any calendar year and is not cumulative.

(b) The teacher shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

(c) The entitlement to use sick leave is subject to—

- (i) the teacher being responsible for the care of the person concerned; and
- (ii) the person concerned being either a member of the teacher's immediate family or a member of the teacher's household.

(d) The teacher shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the teacher, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the teacher to give prior notice of absence, the teacher shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(2) Use of unpaid leave

A teacher may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill.

(3) Nothing contained in this clause shall prevent a teacher from making application for leave as prescribed in Clause 8.—Leave, subclause (1) Special Leave of the Award.

#### 19.—LONG SERVICE LEAVE

(1) As from 1 January 1995, a teacher's entitlement to paid long service leave for each year of service within the Catholic Education system, will accrue at the following rates—

- (a) up to ten years of continuous service, 1.3 weeks for each year of service;
- (b) for each subsequent year, 1.86 weeks for each year of service.

(2) Subject to subclause (5) of this clause, a teacher who has accrued a minimum entitlement of ten weeks' long service leave shall be entitled to take such leave.

(3) For any service prior to the 1st January 1995, the provisions of long service leave shall be that which is prescribed under the terms of the Award.

(4) The process required for the taking of leave shall be as follows—

- (a) the employer shall advise the teacher of his/her impending entitlement to take long service leave prior to the completion of term three in the year preceding the entitlement becoming due;
- (b) the teacher shall advise the employer no later than the commencement of term four of the preceding year of their intention or otherwise to take leave;
- (c) where an agreement has been reached for the taking of long service leave and circumstances arise that necessitates an adjustment of such leave, then any request for the adjustment shall not be unreasonably withheld.

(5) Where the continuous service of a teacher during the period of accrual contains any period which is less than full time then that teacher's entitlement shall be calculated as follows—

- (a) the number of weeks accrued shall be in accordance with subclause (1) above; and
- (b) payment for the period accrued shall be the average that the teacher's hours bears to that of a full time teacher over the accrual period.

(6) The teacher continues to accrue long service leave entitlement for any period during which the teacher is absent on full pay from his/her duties; long service leave does not accrue for any period exceeding two weeks during which the teacher is absent on unpaid leave.

(7) (a) For the purposes of calculating long service leave entitlement the employer shall allow a break of service up to two terms without penalty to the teacher. Such a break in service shall be deemed to be 'leave without pay' for the purposes of calculating that teacher's entitlement.

(b) The provisions of this subclause shall not prevail if a teacher has been paid a pro-rata payment for accrued long service leave at the time of the break of service.

(8) Vacation leave observed by the school shall count for the purposes of calculating a teacher's entitlement to long service leave.

(9) Any public holiday which occurs during the period a teacher is on long service leave shall be treated as part of the long service leave and extra days in lieu thereof shall not be granted.

(10) Where a teacher has become entitled to a period of long service leave in accordance with the clause, the teacher

shall commence such leave as soon as possible after the accrual date by one of the following options, at a time mutually agreed between the employer and the teacher—

- (a) as a term with the excess entitlement being retained as unused accrued long service leave; or
- (b) as a semester, with approved leave without pay for that portion which exceeds the fully accrued long service leave entitlement; or
- (c) with the agreement of the employer, as a term with the excess entitlement being paid for in addition to the ordinary payment for such leave.
- (d) with the agreement of the employer and in special circumstances, a lesser period may be taken than that prescribed in this subclause

(Notation: For the purposes of this subclause a semester is defined as school terms 1 and 2 or 3 and 4.)

(11) Payment for long service leave shall be made in full before the teacher goes on leave, or by agreement between the teacher and the employer at the same time as the teacher's salary would have been paid if the teacher had remained at work.

(12) Where a teacher has completed at least 7 continuous years of service and employment is terminated—

- (a) by the teacher's death; or
- (b) in any circumstances, other than serious misconduct; the amount of leave shall be such as has accrued under the provisions of subclause (1) of this clause.

(13) In the case to which subclause (12) of this clause applies, and in any case in which the employment of the teacher who has become entitled to leave hereunder is terminated before such leave is taken or fully taken, the employer shall—

- (a) upon termination of employment otherwise than by death, pay to the teacher; or
- (b) upon termination of employment by death, pay to the personal representative of the teacher upon request by the personal representative,

a sum equivalent to the amount which would have been payable in respect of the period of leave to which he/she is entitled or deemed to have been entitled and which would have been taken but for such termination.

Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.

(14) Accrued long service leave entitlements are portable between all Catholic schools in Western Australia and those schools subject to the Catholic Schools Long Service Leave Interstate Portability Agreement.

## 20.—PARENTAL LEAVE

Subject to the terms of this clause, a teacher is entitled to maternity, paternity and adoption leave and to work part time in connection with the birth or adoption of a child.

### Part 1—Parental Leave

#### (1) Eligibility for Maternity and Paternity Leave

(a) If a teacher or the teacher's spouse becomes pregnant, the teacher shall, subject to the conditions hereunder, be entitled to parental leave in accordance with the provisions of this clause.

Conditions of eligibility—

- (i) The teacher is a full-time teacher or is a part-time teacher whose teaching allotment is not less than three hours per week, but not a relief teacher.
- (ii) The teacher has had not less than 12 months continuous service in Catholic education in Western Australia immediately preceding the date upon which the teacher proceeds on such leave.
- (iii) The teacher shall produce to the employer a certificate from a legally qualified medical practitioner stating the presumed date of confinement.
- (iv) The teacher shall produce a statutory declaration stating particulars of any period of parental leave sought or taken by the teacher's spouse and that for the period of parental leave the teacher will not engage in any action inconsistent with the teacher's contract of employment.

(b) Such leave shall be without pay.

(c) The teacher's entitlement shall be reduced by any period of parental leave taken by the teacher's spouse in relation to the same child and, apart from parental leave of up to one week at the time of confinement, shall not be taken concurrently.

#### (2) Single Period of Parental Leave and Commencement

(a) Subject to subclauses (3) and (6) hereof—

(i) the period of maternity leave shall be for an unbroken period of from six (6) to one hundred and four (104) weeks and shall include a period of six (6) weeks compulsory leave to be taken immediately following confinement;

(ii) the period of paternity leave shall be for an unbroken period of from one (1) to one hundred and four (104) weeks and shall include a period of one (1) week compulsory leave to be taken immediately following confinement.

(iii) however, the period of leave for a replacement teacher shall not extend beyond the period for which they have been engaged as a replacement teacher.

(b) A teacher shall not less than ten (10) weeks prior to the presumed date of confinement produce to the employer the certificate referred to in subclause (1)(a)(iii) and give notice in writing to the employer setting out the presumed date of confinement and the date upon which the teacher proposes to commence parental leave stating the period of leave to be taken.

(c) An employer by not less than fourteen (14) days' notice in writing to the teacher, may require the teacher to commence maternity leave at anytime within the six (6) weeks immediately prior to her presumed date of confinement, except where the teacher can produce a medical certificate from the legally qualified medical practitioner in subclause (1)(a)(iii) stating that they are fit to continue normal duties during the six (6) weeks prior to the presumed date of confinement.

(d) A teacher shall not be in breach of this provision as a consequence of failure to give the stipulated period of notice in accordance with paragraph (c) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.

(3) Further period of Parental Leave resulting from a subsequent pregnancy

(a) For the purposes of this clause a further period of parental leave shall mean a period of parental leave resulting from a subsequent pregnancy taken without a return to work from an initial period of parental leave and shall be deemed to be a new and separate period of parental leave.

(b) When a teacher who is already on parental leave under this clause applies for a further period of leave because of a subsequent pregnancy, the period of parental leave shall be for an agreed period and shall commence from the date of confinement and shall cease at either the start of the next school year or the start of the year following as determined by the teacher.

(c) Application for a subsequent period of parental leave shall comply with the provisions contained in subclauses (1) and (2) above, save that this will not require a teacher currently on paternity leave to return to work during the period of compulsory maternity leave of the mother following the birth of another child.

#### (4) Transfer to a Safe Job prior to Maternity Leave

(a) When in the opinion of a legally qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the teacher make it inadvisable for the teacher to continue at her present work the teacher shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

(b) If the transfer to a safe job is not practicable, the teacher may, or the employer may require the teacher to take leave for such period as is certified necessary by a legally qualified medical practitioner and such leave shall be treated as maternity leave for the purposes of subclauses (9), (10), (11) and (13) hereof.

**(5) Variation of Maternity Leave**

(a) Provided the addition does not extend each period of parental leave beyond one hundred and four (104) weeks, the period may be lengthened only once (save with the agreement of the employer) by the teacher giving not less than seven (7) weeks notice in writing stating the period by which the leave is to be lengthened.

(b) The period of leave may, with the consent of the employer, be shortened by the teacher giving not less than seven (7) working weeks notice in writing stating the period by which the leave is to be shortened.

(c) The provisions of paragraphs (a) and (b) hereof do not apply to those teachers taking further periods of leave, unless the employer consents.

**(6) Cancellation of Parental Leave**

(a) Parental leave applied for but not commenced shall be cancelled where the pregnancy of a teacher or the teacher's spouse terminates other than by the birth of a living child.

(b) Where the pregnancy of a teacher then on maternity leave terminates other than by the birth of a living child, it shall be the right of the teacher to resume work at a time nominated by the employer (which shall be no later than the beginning of the next succeeding term from the date of the notice in writing by the teacher to the employer that she wishes to resume work).

(c) In this case the teacher may undertake temporary employment with another employer without affecting his/her contract of service with the school from which he/she took leave.

**(7) Special Maternity Leave and Sick Leave**

(a) Where the pregnancy of a teacher not then on maternity leave terminates after twenty-eight (28) weeks other than by the birth of a living child, then—

(i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a legally qualified medical practitioner certifies as necessary before her return to work; or

(ii) for illness other than the normal consequences of confinement she shall be entitled either in lieu of or in addition to special maternity leave to such paid sick leave to which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work.

(b) Where a teacher not then on maternity leave suffers illness related to her pregnancy, she may take such sick leave to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a legally qualified medical practitioner certifies as necessary before her return to work provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed one hundred and four (104) weeks for the first period of maternity leave.

(c) For the purposes of subclauses (8), (9) and (10) hereof maternity leave shall include special maternity leave.

(d) A teacher returning to work after a period of leave taken pursuant to this subclause shall, subject to paragraph (e), be entitled to a position commensurate with her qualifications, experience and previous classification.

(e) A part-time teacher shall be entitled to return to a position which includes the same number of hours per week but not necessarily the same times or class levels.

**(8) Parental Leave and Other Entitlements**

Provided the aggregate of leave, including leave taken pursuant to subclauses (4) and (7) hereof, does not exceed one hundred and four (104) weeks for each period of parental leave or does not negate the obligation to return to work at the beginning of the school year for further periods of parental leave as defined in subclause (3)(a);

(a) a teacher may in lieu of or in conjunction with parental leave take any annual leave or long service leave or any part thereof to which the teacher is then entitled;

(b) paid leave other than long service leave is not available to a teacher during the teacher's absence on parental leave.

**(9) Effect of Parental Leave on Employment**

Notwithstanding any provision to the contrary, absence on parental leave shall not break the continuity of service of a

teacher but shall not be taken into account in calculating the period of service for any purpose of this Agreement.

**(10) Termination of Employment**

(a) A teacher on parental leave may terminate employment at any time during the period of leave by due notice given.

(b) An employer shall not terminate the employment of a teacher on the grounds of pregnancy or absence on parental leave but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

**(11) Return to work after a single period of Parental Leave**

(a) Except as provided in paragraph (b) hereof, a teacher will return to work only from the beginning of a school term, preferably from the beginning of a school year and will indicate an intention of returning to work by giving in writing not less than seven (7) working weeks' notice wholly within a school term, that notice to be immediately prior to the proposed school term of commencement.

(b) An employer may by agreement with the teacher arrange for a teacher to return to work at some date other than the commencement of a school term.

(c) Provided the notice required pursuant to paragraph (a) above has been given, a teacher shall be entitled to a position commensurate with the teacher's qualifications, experience and previous classification.

(d) A part-time teacher shall be entitled to return to a position which includes the same number of hours per week, but not necessarily the same times or class levels.

(e) If no confirmation of an intention to return is received, the employer shall take reasonable steps of inquiry prior to making other arrangements.

(12) Return to work from a further period of parental leave resulting from a subsequent pregnancy

(a) A teacher will return to work only from the beginning of a school year and will indicate an intention of returning to work by giving in writing not less than seven (7) working weeks notice wholly within a school term in the school year prior to the intended return.

(b) Return to work from a further period of parental leave resulting from a subsequent pregnancy will comply with subclause (11) paragraphs (b), (c), (d) and (e).

**(13) Replacement Teachers**

(a) A teacher specifically engaged as a result of a teacher proceeding on parental leave will normally be a replacement teacher provided however that such replacement teacher does not have to fill the position vacated by the teacher proceeding on parental leave.

(b) Before an employer engages a replacement teacher under this subclause, the employer shall inform that person of the temporary nature of the employment and the rights of the teacher who is being replaced.

(c) Before an employer temporarily promotes or transfers a teacher to replace a teacher exercising rights under this clause the employer shall inform that person of the temporary nature of the promotion or transfer and the rights of the teacher who is being replaced.

(d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement teacher.

**Part 2—Adoption Leave****(1) Definitions**

In this subclause

“child”, in relation to a teacher, means a person under the age of 5 years who is placed with the teacher for the purposes of adoption and who has not previously lived continuously with the teacher for a period of 6 months or more or is not a child or step-child of the teacher or of the spouse of the teacher.

“primary care-giver” means a person who assumes the principal role of providing care and attention to a child.

“relative adoption” occurs where a child is adopted by a parent, a spouse of a parent or another relative, being a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

## (2) Eligibility for adoption leave

(a) A teacher is, on production to the employer of the documentation required by subclause (3) below entitled to one or two periods of adoption leave, the total of which must not exceed 104 weeks in the following circumstances—

- (i) An unbroken period of up to 3 weeks at a time of the placement of the child (referred to in this subclause as “short adoption leave”);
- (ii) An unbroken period of up to 104 weeks from the time of the placement of the child in order to be the primary care-giver of the child (referred to in this clause as “extended adoption leave”). This entitlement is to be reduced by any period of short adoption leave taken and the aggregate of any periods of adoption leave taken or to be taken by the teacher’s spouse in relation to the same child. Save that for a replacement or relieving teacher, that period of leave shall not extend beyond the period for which they have been engaged as a replacement or relieving teacher;

(b) Extended adoption leave is not to be taken concurrently with adoption leave taken by the teacher’s spouse in relation to the same child.

(c) The teacher must have had at least one year of continuous service within Catholic education in Western Australia immediately preceding the date on which the teacher commences either period of leave.

## (3) Certification

(a) Before taking adoption leave, the teacher must produce to the employer a statement from an adoption agency or another appropriate body of the expected date of placement of the child with the teacher for adoption purposes; or a statement from the appropriate government authority confirming that the teacher is to have custody of the child pending application for an adoption order.

(b) In relation to any period of extended adoption leave to be taken, the teacher must also produce a statutory declaration—

- (i) stating that the teacher is seeking that period of adoption leave to become the primary care-giver of the child; and
- (ii) stating particulars of any period of adoption leave sought or taken by the teacher’s spouse; and
- (iii) stating the teacher’s agreement that for the period of the teacher’s adoption leave the teacher will not engage in any action inconsistent with the teacher’s contract of employment.

## (4) Notice requirements

(a) On receiving notice of approval for adoption purposes, a teacher must notify the employer of the approval and within two (2) months after receiving notice of the approval, must further notify the employer of the period or periods of adoption leave which the teacher proposes to take. In the case of a relative adoption, the teacher must so notify the employer on deciding to take a child into custody pending an application for an adoption order.

(b) A teacher who commences employment with an employer after the date of approval for adoption purposes must notify the employer of that date on commencing employment and of the period of adoption leave which the teacher proposes to take.

(c) A teacher must, as soon as the teacher is aware of the expected date of placement of a child for adoption purposes but no later than fourteen (14) days before the expected date of placement, give notice in writing to the employer of that date, and of the date of commencement of any period of short adoption leave to be taken.

(d) A teacher must, at least seven (7) weeks before the proposed date of commencing any period of extended adoption leave to be taken, give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.

(e) A teacher shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with paragraphs (c) or (d) hereof if the failure is caused by—

- (i) the requirement of an adoption agency for the teacher to accept earlier or later placement of a child; or

- (ii) the death of the teacher’s spouse.

## (5) Variation of period of adoption leave

(a) Provided the addition does not extend adoption leave beyond 104 weeks, the period of extended adoption leave may be lengthened once only by the teacher giving not less than twenty-one (21) days notice in writing stating the period by which the leave is to be lengthened.

(b) The period may be further lengthened by agreement between the employer and the teacher.

(c) The period of extended adoption leave may, with the consent of the employer, be shortened by the teacher giving not less than seven (7) working weeks notice in writing stating the period by which the leave is to be shortened.

## (6) Cancellation of adoption leave

(a) Adoption leave, applied for but not commenced, is cancelled should the placement of the child not proceed.

(b) If the placement of a child for adoption purposes with a teacher then on adoption leave does not proceed or continue, it shall be the right of the teacher to resume work at a time nominated by the employer (which shall be no later than the beginning of the next succeeding term from the date of the notice in writing by the teacher to the employer that the teacher wishes to resume work).

(d) In this case, the teacher may undertake temporary employment with another employer without affecting his/her contract of service with the school from which he/she took leave.

## (7) Special Adoption leave

The employer must grant to any teacher who is seeking to adopt a child any leave not exceeding two (2) days (paid or otherwise), that is required by the teacher to attend any compulsory interviews or examinations that are necessary as part of the adoption procedure.

## (8) Adoption leave and other entitlements

(a) So long as the aggregate of any leave, including leave taken under this subclause does not exceed 104 weeks, a teacher may, instead of or in conjunction with adoption leave, take any annual leave or long service leave or any part of it to which the teacher is entitled.

(b) Paid leave other than long service leave is not available to a teacher during the teacher’s absence on adoption leave.

## (9) Effect of adoption leave on employment

Notwithstanding any provision to the contrary, absence on adoption leave shall not break the continuity of service of a teacher but shall not be taken into account in calculating the period of service for any purpose of this Agreement provided that absence on adoption leave shall count for purposes of subclause (2)(c) above.

## (10) Termination of employment

(a) A teacher on adoption leave may terminate employment at any time during the period of leave by due notice given.

(b) An employer shall not terminate the employment of a teacher on the ground of the teacher’s absence on adoption leave but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

## (11) Return to work after adoption leave

(a) Except as provided in paragraph (b) hereof, a teacher will return to work only from the beginning of a school term, preferably from the beginning of a school year and will indicate an intention of returning to work by giving in writing not less than seven (7) weeks’ notice, that notice to be immediately prior to the proposed school term of commencement.

(b) An employer may by agreement with the teacher arrange for a teacher to return to work at some date other than the commencement of a school term.

(c) Provided the notice required pursuant to subclause (a) above has been given, a teacher shall be entitled to a position commensurate with the teacher’s qualifications, experience and previous classification.

(d) A part-time teacher shall be entitled to return to a position which includes the same number of hours per week, but not necessarily the same times or class levels.

(e) If no confirmation of an intention to return is received, the employer shall take reasonable steps of inquiry prior to making other arrangements.

## (12) Replacement Teachers

(a) A teacher specifically engaged as a result of a teacher proceeding on adoption leave will normally be a replacement teacher provided however that such replacement teacher does not have to fill the position vacated by the teacher proceeding on adoption leave.

(b) Before an employer engages a replacement teacher under this subclause, the employer shall inform that person of the temporary nature of the employment and the rights of the teacher who is being replaced.

(c) Before an employer temporarily promotes or transfers a teacher to replace a teacher exercising rights under this clause the employer shall inform that person of the temporary nature of the promotion or transfer and the rights of the teacher who is being replaced.

(d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement teacher.

**Part 3—Part-time Work**

## (1) Definitions

In this subclause

“Female teacher” means an employed female who is pregnant or is caring for a child whom she has borne or a child who has been placed with her for adoption purposes.

“Male teacher” means an employed male who is caring for a child of his spouse or a child placed with the teacher for adoption purposes.

“Part-time employment” means work of a lesser number of hours than constitutes full-time work under this Agreement, but does not include temporary or casual work.

“Former position” means the position held by a teacher immediately before commencing part-time employment under this subclause or, if such position no longer exists but there are other positions available for which the teacher is qualified and capable of performing, a position as nearly as possible comparable in status and pay to that of the position held by the teacher immediately before commencing part-time work.

## (2) Entitlement

With the agreement of the employer—

- (a) a female teacher may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy necessary or desirable;
- (b) a female teacher may work part-time in one or more periods at any time from the seventh week after the date of the birth of the child until its third birthday;
- (c) a male teacher may work part-time in one or more periods at any time from the date of the birth of the child until its third birthday;
- (e) in relation to adoption, a female or male teacher may work part-time in one or more periods at any time from the date of placement of the child until the third anniversary of that date.

## (3) Return to former position

(a) A teacher who has had at least one year of continuous service within Catholic education in Western Australia immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to their former position.

(b) Nothing in paragraph (a) hereof shall prevent the employer from permitting the teacher to return to their former position after a second or subsequent period of part-time employment.

## (4) Effect of part-time work on continuous service

Under this Agreement, commencement on part-time employment under this subclause and return from part-time employment to full-time employment under this subclause does not break the continuity of service of a teacher.

## (5) Pro-rata entitlements

Subject to the provisions of this subclause and the matters agreed to in subclause (6) hereof, part-time employment shall be in accordance with the provisions of the Award and/or this Agreement and shall apply pro-rata.

## (6) Part-time Work Agreement

(a) Before commencing a period of part-time employment under this subclause the employer and the teacher shall agree—

- (i) that the teacher may work part-time;
- (ii) upon the hours to be worked by the teacher, the days upon which they will be worked and the commencing times for the work;
- (iii) upon the period of part-time employment.

(b) The terms of this agreement may be varied by consent.

(c) The terms of this agreement and any variation to it shall be in writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the teacher by the employer.

(d) The work to be performed part-time need not be the work performed by the teacher in the teacher's former position but shall be work commensurate with the teacher's qualifications, experience and previous classification.

(e) An employer may request, but not require, a teacher working part-time under this clause to work outside or in excess of the teacher's ordinary hours of duty provided for in accordance with paragraph (a) hereof.

## (7) Termination of Employment

(a) The employment of a part-time teacher under this clause may be terminated in accordance with the provisions of the Award and/or this Agreement but may not be terminated by the employer because the teacher has exercised or proposes to exercise any rights under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.

(b) Any termination benefits payable to a teacher whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time teacher as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time teacher on a pro-rata basis.

## (8) Replacement Teachers

(a) A teacher specifically engaged as a result of a teacher proceeding on part-time employment under this subclause will normally be a replacement teacher.

(b) Before an employer engages a replacement teacher under this subclause, the employer shall inform that person of the temporary nature of the employment and the rights of the teacher who is being replaced.

(c) Before an employer temporarily promotes or transfers a teacher to replace a teacher exercising rights under this clause the employer shall inform that person of the temporary nature of the promotion or transfer and the rights of the teacher who is being replaced.

(d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement teacher.

**21.—REDUNDANCY PROVISIONS**

(1) Should a position in a Catholic school become redundant then the provisions of—

- (a) the Workplace Relations Act (1996); and/or
  - (b) the Catholic Education Commission of Western Australia policy on redundancy; and/or
  - (c) this Agreement,
- whichever is the greater, shall apply.

(2) In calculating the years of service of a teacher, all continuous service within Catholic schools in Western Australia will be considered and not only the service completed at the current school.

(3) Where a school proposes to make one or more teaching positions redundant the employer shall make redundancy payments to the teachers made redundant—

<u>Period of Service</u>	<u>Weeks of severance pay.</u>
Less than 1 year	Nil
One year and less than two years	4 weeks
Two years and less than three years	6 weeks
Three years and less than four years	7 weeks

Period of Service	Weeks of severance pay.
Four years and above	2 weeks per year of service to a maximum of 16 weeks.

(4) When the employer identifies a potential redundancy and before a teacher is named as the person whose position has been declared redundant, the employer shall offer all teachers at that school the opportunity to take leave without pay for a period of one school year or such a period to resolve the potential redundancy. Where a suitable application is received that resolves the potential redundancy, then the teacher shall be granted leave without pay for the period.

(5) Continuity of service for all purposes of the Award and/or this Agreement shall apply where a teacher has been made redundant and is re-employed by a Catholic school within six months.

(6) If during the life of this Agreement the Australian Industrial Relations Commission moves to a new redundancy standard in excess of the provisions of this clause, then the new standard will apply and as such the parties agree to amend this Agreement accordingly.

(7) Notwithstanding the other provisions of this clause, nothing shall prevent the parties from negotiating a redundancy settlement in excess of the provisions as determined in subclause (3) of this clause.

#### 22.—PLAYGROUND DUTY

Where a teacher is required to perform playground supervision, such supervision shall be so rostered as to allow a fair and reasonable midday meal break.

#### 23.—FLEXIBILITY IN THE SCHOOL DAY/YEAR

(1) Flexible working hours for teachers may be implemented at schools where an improved curriculum can be offered, or more effective and efficient use of resources occurs.

The following criteria shall be applied prior to the implementation of flexible hours—

- (a) a consultative process to occur at school level involving all stakeholders, including the ISSOA, school decision making groups, parents, students and staff;
- (b) issues such as duty of care, health, safety and welfare, equity and other legislative requirements allowed for;
- (c) workloads and career aspirations have been considered;
- (d) individual circumstances have been fairly and reasonably considered;
- (e) the distribution of hours to be equitable.

(2) Specifically excluded from these flexibility arrangements are increased working hours for teachers.

#### 24.—MANNER OF LIFE

(1) Where an allegation has been made against a teacher with regard to the teacher's manner of life and/or stated beliefs which may be in breach of Clause 11.—Conditions of Employment, subclause (2)(a) of this Agreement, the following procedures shall apply—

##### (2) The Allegation

(a) Any allegation for breach of this clause shall be directed to the Principal of the school in which the teacher is employed and shall be in writing stating—

- (i) the nature of the allegation;
- (ii) the proof supporting the allegation; and
- (iii) the source of the allegation.

(b) The person/s making the allegation must have direct knowledge of the alleged breach and shall be required to support the allegation in conformity with the provisions as outlined in paragraph (a) of this subclause.

(c) The Principal and/or the person/s making the allegation should observe confidentiality at all times and the Principal shall advise such person/s of the seriousness of their allegation and counsel such person/s of the consequences of malicious, false or exaggerated allegations.

(d) The employer shall record the details of the allegation and where necessary clarify any matter pertaining to the allegation.

##### (3) Advising the Teacher

(a) (i) Should the employer determine that the allegation cannot be sustained, the matter shall be discontinued and the person/s making the allegation advised accordingly.

(ii) Should the circumstances warrant, the employer may advise the teacher of the allegation and the outcome as prescribed in paragraph (a)(i) of this subclause.

(b) If the employer determines that the allegation needs to be acted upon, he/she shall advise the teacher in writing stating—

- (i) the nature of the allegation;
- (ii) the proof supporting the allegation;
- (iii) the source of the allegation;
- (iv) the potential consequences if the allegation is proven;
- (v) that the teacher is not required to answer the allegation immediately but may elect to seek the appropriate advice and representation; and
- (vi) a reasonable time frame for a response.

(4) Where an allegation for breach of this clause has been confirmed by the teacher, the teacher shall be offered the opportunity to rectify the matter where possible, in a manner agreed between the teacher and the employer. Such agreement shall be in writing.

(5) Should the matter not be resolved in accordance with subclauses (3) or (4) of this clause, the provisions of Clause 30.—Dispute Avoidance and Grievance Procedures of this Agreement shall apply.

#### 25.—PROFESSIONAL DEVELOPMENT

Professional development has as its priority the upgrading of professional knowledge and skills. Both the school and the teacher should share the responsibility of teachers' professional development.

In addition to courses provided in school hours, the parties accept that courses outside of school hours should be made available to teachers. Access to such courses should be at the discretion of the teacher.

#### 26.—PROFESSIONAL RESPONSIBILITIES

(1) The parties recognise that there is a wide range of duties and responsibilities involved in the profession of teaching.

(2) The parties recognise that the following principles apply in addressing the fair and reasonable participation of teachers—

- (a) Much of the life and culture of the school is derived from school activities involving teachers and students conducted outside regular classroom contact;
- (b) The efforts of teachers who contribute significantly to the life and values of the school should be recognised;
- (c) Duty of care responsibilities must be considered in the planning of all activities conducted by the school;
- (d) There will be collaborative planning between school and staff in the allocation of teachers to all activities conducted by the school;
- (e) The competence, skills and qualifications of teachers, including part-time teachers, will be considered in the planning and allocating of activities conducted by the school, having regard for the teacher's professional development and family responsibilities;
- (f) Some schools may have expanded educational programs which may require flexible employment arrangements.

#### 27.—SUMMATIVE APPRAISAL

During the life of this Agreement, all forms of teacher appraisal (including Summative and Senior Teacher appraisal) will be re-negotiated.

#### 28.—PART TIME TEACHERS

##### (1) Contract of employment

(a) In engaging a part time teacher schools will recognise that part time teachers are entitled to supplement their income through other employment.

(b) The number of hours of scheduled class time and professional responsibilities and duties of a part time teacher shall be set out in writing by the employer at the time of engagement and at any other time when a variation occurs.

(2) A part time teacher's weekly rate of pay shall be assessed according to the following formula—

Hours worked x the appropriate
Full time teachers' hours full time salary

Note: Hours = the number of hours of scheduled class time for the teacher

(3) A part time teacher in a Primary School shall be given a proportional amount of release time for planning and preparation as given to a full time teacher in that school.

(4) A part time teacher shall be expected to undertake a proportional number of additional duties normally expected of a full time teacher in that school, provided that those duties fall at times adjoining that teacher's normal scheduled classroom teaching hours or on a usual day of employment, e.g. yard supervision, staff meetings, etc.

(5) Additional hours

(a) Where an employer requires and the part time teacher agrees to work additional hours, the teacher shall be paid for each additional hour or part thereof at that teacher's normal part-time hourly rate of pay.

(b) Such additional hours worked under this arrangement shall not result in proportionate adjustments under any other clause in the Award or this Agreement.

(6) Variation of hours

(a) The school may vary the teaching load of a part time teacher from the beginning of each school year with 6 weeks notice or at any time by agreement with the teacher.

(b) In the absence of the required notice as per subclause (a) and provided that the change involves a decrease in salary, the teacher's salary will be maintained at its former level for the period of the notice not given.

29.—SPECIAL LEAVE

(a) A teacher shall, on sufficient cause being shown, be granted special leave with pay.

(b) "Sufficient cause" is defined as a matter or situation for which—

- (i) no other paid leave is available
(ii) no other arrangements can reasonably be made
(iii) the absence from duty is required due to pressing necessity.

(c) The period determined at the discretion of the employer having regard to all of the circumstances but would not normally exceed 3 days for any one instance.

30.—DISPUTE AVOIDANCE AND GRIEVANCE PROCEDURE

(1) The objective of these procedures is the avoidance and resolution of industrial disputation by measures based on consultation, co-operation and negotiation and the parties to a dispute shall make reasonable attempts to resolve the matter by mutual discussion and determination.

(2) Without prejudice to either party, the parties to this Agreement shall ensure the continuation of work in accordance with the Award, this Agreement and the custom and practice in Catholic Schools in Western Australia.

(3) (a) In the event of any matter arising which is of concern, the teacher shall discuss this matter with the Principal or his/her nominee.

(b) If the matter is not resolved at this level, the teacher and/or the Principal may refer the matter to the Independent Schools Salaried Officers' Association and/or the Catholic Education Office (Employee and Community Relations Team).

(In an attempt to resolve the matter it may be necessary to have formal discussion between the ISSOA and the Director of Catholic Education in Western Australia.)

(c) If the matter cannot be resolved at this level it may be referred to the Western Australian Industrial Relations Commission.

(4) Nothing contained in this procedure shall prevent the Secretary of the ISSOA or his/her nominee or the Director of

Catholic Education in Western Australia or his/her nominee from entering into negotiations at any level either at the request of any of the parties to the dispute or on their own initiative in respect of matters in dispute should such action be considered conducive to achieving resolution of the dispute.

31.—SIGNATURES

(Signature)
(Name of signatory in block letters)
Congregation of the Presentation Sisters WA Inc
(Signature)
(Name of signatory in block letters)
Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers

WESTERN AUSTRALIAN CATHOLIC SCHOOLS (ENTERPRISE BARGAINING) AGREEMENT No. 16 of 2000. No. AG 162 of 2000.

2000 WAIRC 00446

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

PARTIES THE INDEPENDENT SCHOOLS SALARIED OFFICERS' ASSOCIATION OF WESTERN AUSTRALIA, INDUSTRIAL UNION OF WORKERS & OTHER V (NOT APPLICABLE)
CORAM COMMISSIONER S J KENNER
DELIVERED MONDAY, 28 AUGUST 2000
FILE NO/S AG 162/2000

Representation
Applicant Mr N Briggs
Respondent

Order:

HAVING heard Mr N Briggs on behalf of the applicant and there being no appearance on behalf of the respondent and by consent the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

- (1) THAT the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 16 of 2000 as filed in the Commission on 10 July 2000 in the terms of the following schedule be and is hereby registered as an industrial agreement.
(2) THAT the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 16 of 1998 No AG 140 of 1998 be and is hereby cancelled.

(Sgd.) S.J. KENNER, Commissioner.

[L.S.]

Schedule.

1.—TITLE

This Agreement shall be known as the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 16 of 2000 and shall replace the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 16 of 1998.

2.—ARRANGEMENT

- 1. Title
2. Arrangement
3. Parties to the Agreement

4. Scope of Agreement
5. Relationship to Parent Award
6. Term of Agreement
7. Expiration of Agreement
8. No Extra Claims
9. No Duress
10. Objects of the Agreement
11. Conditions of Employment
12. Contract of Service
13. Salaries
14. Deferred Salary Scheme
15. Promotional Positions
16. Location Allowances
17. Sick Leave
18. Family Leave
19. Long Service Leave
20. Parental Leave
21. Redundancy Provisions
22. Playground Duty
23. Flexibility in the School Day/Year
24. Manner of Life
25. Professional Development
26. Professional Responsibilities
27. Summative Appraisal
28. Part Time Teachers
29. Special Leave
30. Dispute Avoidance and Grievance Procedure
31. Signatures

### 3.—PARTIES TO THE AGREEMENT

This Agreement is made between the Sisters of The Good Shepherd Inc and the Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers (the ISSOA), a registered organisation of employees.

### 4.—SCOPE OF AGREEMENT

(1) This Agreement shall apply to all teachers who are covered by the provisions of the Independent Schools' Teachers' Award (1976), as amended.

(2) The number of teachers covered by this agreement is 8.

### 5.—RELATIONSHIP TO PARENT AWARD

Except as provided by this Agreement, the conditions of employment of teachers employed in Catholic Schools in Western Australia will be in accordance with the Independent Schools' Teachers' Award (1976), as amended.

### 6.—TERM OF AGREEMENT

(1) This Agreement shall come into effect on and from 1 July 2000 and shall expire on 30 June 2003.

(2) During the term of this Agreement, the provisions of this Agreement may be varied by mutual agreement between the parties.

### 7.—EXPIRATION OF AGREEMENT

(1) On the expiration of this Agreement and in the absence of the registration of a subsequent Enterprise Agreement, the provisions of this Agreement shall prevail for the purposes of the conditions of employment that will apply to teachers covered by this Agreement.

(2) Negotiations for a new Enterprise Agreement will commence 6 months prior to the expiry of this Enterprise Agreement.

### 8.—NO EXTRA CLAIMS

It is a condition of this Agreement, that the parties will not make any further claims with respect to salaries and conditions during the period of this Agreement unless they are consistent with the State Wage Fixing Principles.

### 9.—NO DURESS

This Agreement was not entered into by either of the parties under duress from the other party or any other person or persons.

### 10.—OBJECTS OF THE AGREEMENT

In reaching this agreement the parties have recognised—  
Catholicity—

- The need to maintain a just working environment in which education can be provided in harmony with

the aims, objectives and philosophy of Catholic education.

Professionalism—

- A mutual responsibility to protect, develop and enhance Catholic education within the State of Western Australia.
- The need to safeguard and enhance the quality of teaching and learning in Catholic schools in Western Australia and the public perception of it.

Flexibility—

- The variety of educational and managerial arrangements that exist requiring flexibility in the application of regulations that govern employment practices.
- The need to consolidate, and develop further, initiatives arising out of the award restructuring process.
- Productivity and efficiency have a growing influence in educational policies and practices.

Schools are expected to do more with the same level of resources, necessitating productivity and efficiency improvements which may be qualitative rather than quantitative.

### 11.—CONDITIONS OF EMPLOYMENT

The parties acknowledge that the following *Conditions of Employment of Teachers in Catholic Schools in WA (2000)* is an official statement of the Catholic Education Commission of Western Australia and as such applies to all teachers employed in a Catholic school in Western Australia.

#### Conditions of Employment of Teachers in Catholic Schools in WA (2000)

##### 1. The Employing Authority

1.1 In Diocesan accountable schools, the teacher is employed by the Bishop of the Diocese who delegates this power to the school board.

1.2 In Order accountable schools the teacher is employed by the Congregational Leader who may delegate this authority to a school board or principal.

##### 2. The Fundamental Responsibilities of the Teacher

A teacher is required, under the direction of the Principal, to contribute actively towards;

- 2.1 the maintenance of the Catholicity of the school through a manner of life and stated beliefs which are in keeping with the teachings of the Catholic Church;
- 2.2 the promotion of the religious instruction and formation of pupils in accordance with the directives and requirements of the Catholic Education Commission and the Bishop of the Diocese;
- 2.3 the undertaking of appropriate accreditation programs, as required.

##### 3. Duties

The teacher is required to;

- 3.1 perform such duties, teaching and non—teaching, as are customarily rostered and shared by all staff;
- 3.2 help ensure the provision of a Catholic perspective in the activities of the school;
- 3.3 model the leadership that is appropriate for all members of the school community;
- 3.4 keep abreast of current developments in educational theory and practice;
- 3.5 demonstrate a pastoral concern for each member of the school community.

##### 4. Other Matters

4.1 A full time teacher shall be permitted to engage in other employment provided that

- (i) such employment does not affect the teacher's employment and professional responsibilities to the school, and
- (ii) the principal is notified

4.2 Any fraudulent misrepresentation in the teacher's curriculum vitae, or other documentation presented to the employer, which impacts on the employment contract of the teacher may result in the termination of the employment contract.

4.3 The teacher has the responsibility to advise the employer of any previous or current criminal convictions or proceedings that may conflict with the stated philosophy of a Catholic school and the objects of this agreement. The teacher acknowledges that the employer has the right to enquire about such convictions or proceedings, provided that the employer notifies the teacher of any inquiry prior to it being conducted.

#### 12.—CONTRACT OF SERVICE

(1) When a teacher accepts an appointment within the Catholic system in Western Australia for the first time, the appointment is probationary and as such the teacher is subject to professional appraisal in the second year of employment so as to confirm ongoing employment.

(2) (a) Except in the case of a relief or temporary teacher, the termination of the service of a teacher shall require a minimum of six weeks' notice by either party to take effect from the close of school business at the end of the school term.

(b) Provided that the requirements of this subclause may be waived in part or in whole by mutual agreement between the teacher and the employer. Any request to waiver such notice shall not be unreasonably withheld by the employer, where it is deemed that the teacher has not been able to give the required notice through no fault of their own.

(c) Subject to the provisions of this subclause, failure to give the required notice shall make either party liable for the payment to the other party of an amount equivalent to the period of notice not given.

(d) When a teacher resigns, the employer reserves the right to withhold or recover an amount equivalent to any period of overpayment of salary. However, approval must be obtained from the Director of Catholic education before such action is proceeded with.

#### 13.—SALARIES

(1) The minimum annual rate of salary payable to teachers engaged in the classifications prescribed in Clause 11.—Salaries of the Award shall be—

Step	Salary (\$)
Step 1	24,156
Step 2	25,570
Step 3	30,924
Step 4	32,672
Step 5	33,964
Step 6	36,002
Step 7	37,395
Step 8	39,081
Step 9	41,827
Step 10	43,113
Step 11	44,898
Step 12	46,428
Step 13	48,264

(2) Notwithstanding subclause (1) of this clause, if, during the life of this Agreement, the Education Department of Western Australia salaries receive a further general increase, then the rates in (1) shall increase by that general increase from the same operative date as the EDWA increase.

(3) Subject to the provisions for implementing the classification set out in the Appendix to the Award, an appointee to a Senior Teacher classification shall be entitled to the following annual allowance—

- (a) Level One—3.2 % of the maximum total salary per annum as prescribed in subclause (1) of this clause.
- (b) Level Two—6.9% of the maximum total salary per annum as prescribed in subclause (1) of this clause.

(4) Notwithstanding the provisions of subclause (5) of Clause 11.—Salaries of the Award, relief teachers employed for five (5) days or less may be engaged by the day or half day. A half day is determined as the hours usually worked in a school prior to or immediately following the lunch break.

#### (5) Accreditation B Certificate

- (a) The holding of the study component of a current Accreditation B Certificate would allow a 3 year trained teacher with the 2 years of full time equivalent experience at Step 9 to move to Step 10 from 1 July 2000 and to step 11 from 1 January 2002.

- (b) Thereafter, progression from Step 9 to Step 10 and then to Step 11, shall be by biennial steps for 3 year trained teachers.

#### (6) Upgrading from a 3 year to a 4 year qualification

When a teacher upgrades their teaching qualification from 3 years to 4 years, then in calculating the new position on the incremental scale in sub-clause(1), all previous relevant full time equivalent experience shall count.

#### (7) Salary Packaging

Salary packaging in compliance with the Catholic Education Commission of Western Australia's statement shall be available to teachers from 1 July 2000.

#### 14.—DEFERRED SALARY SCHEME

Teachers may apply to have their salary payments deferred in accordance with the provisions of this clause.

#### (1) Eligibility

- (a) Teachers who have been employed within the Catholic system for a minimum of two (2) years, including full time and part time teachers, are eligible to apply.
- (b) Approval of applications will be determined by the employer based on the needs and requirements of the school.

#### (2) Period of Leave

- (a) The period of leave will be for twelve (12) months, from 1 January to 31 December.
- (b) Participants will not be able to return to a position at the same school during the 12 month leave period.
- (c) Should alternative employment be sought during the year of leave, the teacher is to advise the employer.
- (d) Should employment as a teacher be pursued within a Catholic school, only relief work may be undertaken by the teacher.
- (e) The year of leave, the fifth year, will be taken in accordance with the conditions as prescribed within Clause 8—Leave, (3) Leave Without Pay of the Independent Schools' Teachers' Award.

#### (3) Payment of Salary

- (a) During the four year accrual period participants in the scheme receive 80% of their normal fortnightly salary and will thus be taxed at this reduced rate of pay. Normal salary is defined as a teacher's normal fortnightly salary plus any associated teaching allowances.

In the fifth year, when leave is taken, the participants will receive the money contributed over the four year period. This amount can be paid fortnightly; in one lump sum payment; or two payments, one in each of the financial years.

- (b) The participant will be taxed only on the amount actually received, in this case approximately 80% of the normal salary (including allowances). This is a significant taxation incentive for participants. It is recommended that, prior to entering into this scheme, prospective participants discuss taxation implications and other related issues with their accountant or financial adviser.
- (c) It should be noted that interest is not paid on amounts accumulated during the accrual period. A taxation ruling prohibits such payment on the basis that people taking advantage of a taxation incentive cannot derive interest on those funds. Interest accrued will be utilised to offset the administrative costs of the fund.

#### (4) Suspension of Contributions

- (a) Participation in the scheme will be suspended during any period of unpaid leave. Any period of unpaid leave will reduce payments into the fund and therefore proportionately reduce the accrued payment in the year of leave.
- (b) A participant may elect to suspend contributions for a period of less than twelve months once during the accrual period. This will also reduce the accrued payment in the year of leave.

- (c) The employer retains the discretionary authority to approve suspension for a period of twelve (12) months at the request of the participant. Such a suspension will extend the taking of the year of leave by one (1) year.

(5) Withdrawal

- (a) The participant may withdraw from the scheme at any time by notifying the employer in writing. It should be noted that only the exact money paid into the scheme will be paid in a lump sum on withdrawal and no interest will be paid on this amount.
- (b) The participant who withdraws from the scheme will be taxed on the lump sum payment and any other salary received during that financial year. Significant taxation implications may, therefore, apply.

(6) Long Service Leave, Sick Leave and Increment Entitlements

- (a) A participant in the scheme will accrue the above entitlements at 100% of the normal accrual rate over the first four years only. The fifth year, the year of leave, is a non-accrual period.
- (b) If a participant becomes eligible for long service leave during the fourth year of the deferred salary scheme, the long service leave entitlement will further be deferred and taken in the fifth year of the scheme or taken in the final term/semester of the fourth year of the scheme, or the first term/ semester of the sixth year.

(7) Workers' Compensation

- (a) Participants in the scheme are covered by workers' compensation during the first four years of the scheme at 100% of their normal salary. A participant in receipt of workers' compensation during the first four years may elect to continue in the deferred salary scheme or suspend their contributions until their return to full duties.
- (b) Any period of suspension due to workers' compensation shall be undertaken in accordance with subclause (4) of this clause.
- (c) During the fifth year, the year of leave, the participant is not covered by workers' compensation.

(8) Superannuation

Contributions are based on 100% of the participant's normal salary over the first four years only.

(9) Fund Management

The scheme will be managed by the Catholic Education Office. During the four year accrual period, schools will remit 20% of salary foregone to the Office on a two or four weekly basis. Participants will receive a statement from the Office at the end of each year showing the amount accumulated in the scheme. At the beginning of the fifth year, when leave is taken, the accumulated amount will be forwarded to the participant's school for payment through the school's payroll. All contributions to the scheme are guaranteed by the Catholic Education Office of WA.

(10) Portability

- (a) Teachers are able to maintain their participation in the scheme should they transfer their employment between Catholic schools or to the Catholic Education Office.
- (b) The teacher is obliged to notify the principal prior to appointment of their participation in the Deferred Salary Scheme and the date that leave is due to be taken.
- (c) Participation in the Deferred Salary Scheme shall not impede an application for employment in a Catholic school.

(11) Implementation Date

- (a) Applications are to be forwarded to the Principal by the close of business 31 August of the year prior to the year of commencement.
- (b) Schools will endeavour to notify the teacher of the result of their applications by 31 October of the same year.

15.—PROMOTIONAL POSITIONS

(1) The minimum promotional allowance payable to teachers engaged in the classifications prescribed in Clause 11.—Salaries, subclause (7) of the Award shall be—

- (a) Promotion Level 1 Category A: 14.8% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.
- (b) Promotion Level 1 Category B: 12.5% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.
- (c) Promotion Level 1 Category C: 10.0% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.
- (d) Promotion Levels 2, 3 and 4 shall be paid 70%, 50% and 30% respectively of Promotion Level 1 of the appropriate school category.

(2) In lieu of subclause (1) of this clause, a school may

- (a) after consultation with the staff and
- (b) with the agreement of the parties to this Agreement

opt to introduce a school based system of promotional positions to replace the arrangements in subclause (1).

(3) The structure and minimum promotional allowance payable to teachers engaged in the classifications prescribed in Clause 11.—Salaries, subclause (8), of the Award shall be as follows:

- (a) In schools with 100—300 students;
- (i) one Assistant Principal at 15.5% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement; or
- (ii) two Assistant Principals each at 7.75% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.
- (b) In schools greater than 300 students;
- (i) two Assistant Principals each at 15.5% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement; or
- (ii) three Assistant Principals each at 10.3% of the maximum salary level as prescribed in Clause 13.—Salaries of this Agreement.

16.—LOCATION ALLOWANCES

Teachers shall be paid the allowance provided for below in lieu of the allowance prescribed in subclause (1) of Clause 17.—Location Allowances of the Award.

Town	Full Rate Allowance \$/week	Half Rate Allowance \$/week
Balgo Hills	160.24	80.12
Boulder	14.42	7.21
Beagle Bay	145.36	72.68
Billiluna	160.24	80.12
Broome	104.97	52.48
Carnarvon	45.15	22.58
Derby	109.62	54.81
Esperance	27.11	13.56
Gibb River	160.24	80.12
Kalgoorlie	14.42	7.21
Karratha	108.38	54.19
Kununurra	137.68	68.89
Lake Gregory/Mulan	160.24	80.12
Lombadina	145.36	72.68
Mullewa	5.52	2.76
Port Hedland	101.07	50.54
Red Hill/Halls Creek	129.18	64.59
Ringer Soak	160.24	80.12
Southern Cross	26.48	13.24
Tardun	47.93	23.97
Turkey Creek	145.36	72.68
Wyndham	136.66	68.33

17.—SICK LEAVE

A medical certificate from a legally qualified medical practitioner shall be regarded as proof of sickness.

## 18.—FAMILY LEAVE

## (1) Use of sick leave

(a) A teacher with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill. Such leave shall not exceed five (5) days in any calendar year and is not cumulative.

(b) The teacher shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

## (c) The entitlement to use sick leave is subject to—

- (i) the teacher being responsible for the care of the person concerned; and
- (ii) the person concerned being either a member of the teacher's immediate family or a member of the teacher's household.

(d) The teacher shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the teacher, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the teacher to give prior notice of absence, the teacher shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

## (2) Use of unpaid leave

A teacher may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill.

(3) Nothing contained in this clause shall prevent a teacher from making application for leave as prescribed in Clause 8.—Leave, subclause (1) Special Leave of the Award.

## 19.—LONG SERVICE LEAVE

(1) As from 1 January 1995, a teacher's entitlement to paid long service leave for each year of service within the Catholic Education system, will accrue at the following rates—

- (a) up to ten years of continuous service, 1.3 weeks for each year of service;
- (b) for each subsequent year, 1.86 weeks for each year of service.

(2) Subject to subclause (5) of this clause, a teacher who has accrued a minimum entitlement of ten weeks' long service leave shall be entitled to take such leave.

(3) For any service prior to the 1st January 1995, the provisions of long service leave shall be that which is prescribed under the terms of the Award.

(4) The process required for the taking of leave shall be as follows—

- (a) the employer shall advise the teacher of his/her impending entitlement to take long service leave prior to the completion of term three in the year preceding the entitlement becoming due;
- (b) the teacher shall advise the employer no later than the commencement of term four of the preceding year of their intention or otherwise to take leave;
- (c) where an agreement has been reached for the taking of long service leave and circumstances arise that necessitates an adjustment of such leave, then any request for the adjustment shall not be unreasonably withheld.

(5) Where the continuous service of a teacher during the period of accrual contains any period which is less than full time then that teacher's entitlement shall be calculated as follows;

- (a) the number of weeks accrued shall be in accordance with subclause (1) above; and
- (b) payment for the period accrued shall be the average that the teacher's hours bears to that of a full time teacher over the accrual period.

(6) The teacher continues to accrue long service leave entitlement for any period during which the teacher is absent on full pay from his/her duties; long service leave does not

accrue for any period exceeding two weeks during which the teacher is absent on unpaid leave.

(7) (a) For the purposes of calculating long service leave entitlement the employer shall allow a break of service up to two terms without penalty to the teacher. Such a break in service shall be deemed to be 'leave without pay' for the purposes of calculating that teacher's entitlement.

(b) The provisions of this subclause shall not prevail if a teacher has been paid a pro-rata payment for accrued long service leave at the time of the break of service.

(8) Vacation leave observed by the school shall count for the purposes of calculating a teacher's entitlement to long service leave.

(9) Any public holiday which occurs during the period a teacher is on long service leave shall be treated as part of the long service leave and extra days in lieu thereof shall not be granted.

(10) Where a teacher has become entitled to a period of long service leave in accordance with the clause, the teacher shall commence such leave as soon as possible after the accrual date by one of the following options, at a time mutually agreed between the employer and the teacher;

- (a) as a term with the excess entitlement being retained as unused accrued long service leave; or
- (b) as a semester, with approved leave without pay for that portion which exceeds the fully accrued long service leave entitlement; or
- (c) with the agreement of the employer, as a term with the excess entitlement being paid for in addition to the ordinary payment for such leave.
- (d) with the agreement of the employer and in special circumstances, a lesser period may be taken than that prescribed in this subclause

(Notation: For the purposes of this subclause a semester is defined as school terms 1 and 2 or 3 and 4.)

(11) Payment for long service leave shall be made in full before the teacher goes on leave, or by agreement between the teacher and the employer at the same time as the teacher's salary would have been paid if the teacher had remained at work.

(12) Where a teacher has completed at least 7 continuous years of service and employment is terminated—

- (a) by the teacher's death; or
- (b) in any circumstances, other than serious misconduct; the amount of leave shall be such as has accrued under the provisions of subclause (1) of this clause.

(13) In the case to which subclause (12) of this clause applies, and in any case in which the employment of the teacher who has become entitled to leave hereunder is terminated before such leave is taken or fully taken, the employer shall;

- (a) upon termination of employment otherwise than by death, pay to the teacher; or
- (b) upon termination of employment by death, pay to the personal representative of the teacher upon request by the personal representative,

a sum equivalent to the amount which would have been payable in respect of the period of leave to which he/she is entitled or deemed to have been entitled and which would have been taken but for such termination.

Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.

(14) Accrued long service leave entitlements are portable between all Catholic schools in Western Australia and those schools subject to the Catholic Schools Long Service Leave Interstate Portability Agreement.

## 20.—PARENTAL LEAVE

Subject to the terms of this clause, a teacher is entitled to maternity, paternity and adoption leave and to work part time in connection with the birth or adoption of a child.

**Part 1—Parental Leave**

## (1) Eligibility for Maternity and Paternity Leave

- (a) If a teacher or the teacher's spouse becomes pregnant, the teacher shall, subject to the conditions

hereunder, be entitled to parental leave in accordance with the provisions of this clause.

Conditions of eligibility:

- (i) The teacher is a full-time teacher or is a part-time teacher whose teaching allotment is not less than three hours per week, but not a relief teacher.
  - (ii) The teacher has had not less than 12 months continuous service in Catholic education in Western Australia immediately preceding the date upon which the teacher proceeds on such leave.
  - (iii) The teacher shall produce to the employer a certificate from a legally qualified medical practitioner stating the presumed date of confinement.
  - (iv) The teacher shall produce a statutory declaration stating particulars of any period of parental leave sought or taken by the teacher's spouse and that for the period of parental leave the teacher will not engage in any action inconsistent with the teacher's contract of employment.
- (b) Such leave shall be without pay.
  - (c) The teacher's entitlement shall be reduced by any period of parental leave taken by the teacher's spouse in relation to the same child and, apart from parental leave of up to one week at the time of confinement, shall not be taken concurrently.
- (2) Single Period of Parental Leave and Commencement
- (a) Subject to subclauses (3) and (6) hereof,
    - (i) the period of maternity leave shall be for an unbroken period of from six (6) to one hundred and four (104) weeks and shall include a period of six (6) weeks compulsory leave to be taken immediately following confinement;
    - (ii) the period of paternity leave shall be for an unbroken period of from one (1) to one hundred and four (104) weeks and shall include a period of one (1) week compulsory leave to be taken immediately following confinement.
    - (iii) however, the period of leave for a replacement teacher shall not extend beyond the period for which they have been engaged as a replacement teacher.
  - (b) A teacher shall not less than ten (10) weeks prior to the presumed date of confinement produce to the employer the certificate referred to in subclause (1)(a)(iii) and give notice in writing to the employer setting out the presumed date of confinement and the date upon which the teacher proposes to commence parental leave stating the period of leave to be taken.
  - (c) An employer by not less than fourteen (14) days' notice in writing to the teacher, may require the teacher to commence maternity leave at anytime within the six (6) weeks immediately prior to her presumed date of confinement, except where the teacher can produce a medical certificate from the legally qualified medical practitioner in subclause (1)(a)(iii) stating that they are fit to continue normal duties during the six (6) weeks prior to the presumed date of confinement.
  - (d) A teacher shall not be in breach of this provision as a consequence of failure to give the stipulated period of notice in accordance with paragraph (c) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.
- (3) Further period of Parental Leave resulting from a subsequent pregnancy
- (a) For the purposes of this clause a further period of parental leave shall mean a period of parental leave resulting from a subsequent pregnancy taken without a return to work from an initial period of parental leave and shall be deemed to be a new and separate period of parental leave.
    - (b) When a teacher who is already on parental leave under this clause applies for a further period of leave because of a subsequent pregnancy, the period of parental leave shall be for an agreed period and shall commence from the date of confinement and shall cease at either the start of the next school year or the start of the year following as determined by the teacher.
    - (c) Application for a subsequent period of parental leave shall comply with the provisions contained in subclauses (1) and (2) above, save that this will not require a teacher currently on paternity leave to return to work during the period of compulsory maternity leave of the mother following the birth of another child.
- (4) Transfer to a Safe Job prior to Maternity Leave
- (a) When in the opinion of a legally qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the teacher make it inadvisable for the teacher to continue at her present work the teacher shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
  - (b) If the transfer to a safe job is not practicable, the teacher may, or the employer may require the teacher to take leave for such period as is certified necessary by a legally qualified medical practitioner and such leave shall be treated as maternity leave for the purposes of subclauses (9), (10), (11) and (13) hereof.
- (5) Variation of Maternity Leave
- (a) Provided the addition does not extend each period of parental leave beyond one hundred and four (104) weeks, the period may be lengthened only once (save with the agreement of the employer) by the teacher giving not less than seven (7) weeks notice in writing stating the period by which the leave is to be lengthened.
  - (b) The period of leave may, with the consent of the employer, be shortened by the teacher giving not less than seven (7) working weeks notice in writing stating the period by which the leave is to be shortened.
  - (c) The provisions of paragraphs (a) and (b) hereof do not apply to those teachers taking further periods of leave, unless the employer consents.
- (6) Cancellation of Parental Leave
- (a) Parental leave applied for but not commenced shall be cancelled where the pregnancy of a teacher or the teacher's spouse terminates other than by the birth of a living child.
  - (b) Where the pregnancy of a teacher then on maternity leave terminates other than by the birth of a living child, it shall be the right of the teacher to resume work at a time nominated by the employer (which shall be no later than the beginning of the next succeeding term from the date of the notice in writing by the teacher to the employer that she wishes to resume work).
  - (c) In this case the teacher may undertake temporary employment with another employer without affecting his/her contract of service with the school from which he/she took leave.
- (7) Special Maternity Leave and Sick Leave
- (a) Where the pregnancy of a teacher not then on maternity leave terminates after twenty-eight (28) weeks other than by the birth of a living child, then—
    - (i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a legally qualified medical practitioner certifies as necessary before her return to work; or
    - (ii) for illness other than the normal consequences of confinement she shall be entitled either in lieu of or in addition to special maternity leave to such paid sick leave to which she is then

entitled and which a duly qualified medical practitioner certifies as necessary before her return to work.

- (b) Where a teacher not then on maternity leave suffers illness related to her pregnancy, she may take such sick leave to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a legally qualified medical practitioner certifies as necessary before her return to work provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed one hundred and four (104) weeks for the first period of maternity leave.
- (c) For the purposes of subclauses (8), (9) and (10) hereof maternity leave shall include special maternity leave.
- (d) A teacher returning to work after a period of leave taken pursuant to this subclause shall, subject to paragraph (e), be entitled to a position commensurate with her qualifications, experience and previous classification.
- (e) A part-time teacher shall be entitled to return to a position which includes the same number of hours per week but not necessarily the same times or class levels.

#### (8) Parental Leave and Other Entitlements

Provided the aggregate of leave, including leave taken pursuant to subclauses (4) and (7) hereof, does not exceed one hundred and four (104) weeks for each period of parental leave or does not negate the obligation to return to work at the beginning of the school year for further periods of parental leave as defined in subclause (3)(a);

- (a) a teacher may in lieu of or in conjunction with parental leave take any annual leave or long service leave or any part thereof to which the teacher is then entitled;
- (b) paid leave other than long service leave is not available to a teacher during the teacher's absence on parental leave.

#### (9) Effect of Parental Leave on Employment

Notwithstanding any provision to the contrary, absence on parental leave shall not break the continuity of service of a teacher but shall not be taken into account in calculating the period of service for any purpose of this Agreement.

#### (10) Termination of Employment

- (a) A teacher on parental leave may terminate employment at any time during the period of leave by due notice given.
- (b) An employer shall not terminate the employment of a teacher on the grounds of pregnancy or absence on parental leave but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

#### (11) Return to work after a single period of Parental Leave

- (a) Except as provided in paragraph (b) hereof, a teacher will return to work only from the beginning of a school term, preferably from the beginning of a school year and will indicate an intention of returning to work by giving in writing not less than seven (7) working weeks' notice wholly within a school term, that notice to be immediately prior to the proposed school term of commencement.
- (b) An employer may by agreement with the teacher arrange for a teacher to return to work at some date other than the commencement of a school term.
- (c) Provided the notice required pursuant to paragraph (a) above has been given, a teacher shall be entitled to a position commensurate with the teacher's qualifications, experience and previous classification.
- (d) A part-time teacher shall be entitled to return to a position which includes the same number of hours per week, but not necessarily the same times or class levels.
- (e) If no confirmation of an intention to return is received, the employer shall take reasonable steps of inquiry prior to making other arrangements.

(12) Return to work from a further period of parental leave resulting from a subsequent pregnancy

- (a) A teacher will return to work only from the beginning of a school year and will indicate an intention of returning to work by giving in writing not less than seven (7) working weeks notice wholly within a school term in the school year prior to the intended return.
- (b) Return to work from a further period of parental leave resulting from a subsequent pregnancy will comply with subclause (11) paragraphs (b), (c), (d) and (e).

#### (13) Replacement Teachers

- (a) A teacher specifically engaged as a result of a teacher proceeding on parental leave will normally be a replacement teacher provided however that such replacement teacher does not have to fill the position vacated by the teacher proceeding on parental leave.
- (b) Before an employer engages a replacement teacher under this subclause, the employer shall inform that person of the temporary nature of the employment and the rights of the teacher who is being replaced.
- (c) Before an employer temporarily promotes or transfers a teacher to replace a teacher exercising rights under this clause the employer shall inform that person of the temporary nature of the promotion or transfer and the rights of the teacher who is being replaced.
- (d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement teacher.

### Part 2—Adoption Leave

#### (1) Definitions

In this subclause

“child”, in relation to a teacher, means a person under the age of 5 years who is placed with the teacher for the purposes of adoption and who has not previously lived continuously with the teacher for a period of 6 months or more or is not a child or step-child of the teacher or of the spouse of the teacher.

“primary care-giver” means a person who assumes the principal role of providing care and attention to a child.

“relative adoption” occurs where a child is adopted by a parent, a spouse of a parent or another relative, being a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

#### (2) Eligibility for adoption leave

- (a) A teacher is, on production to the employer of the documentation required by subclause (3) below entitled to one or two periods of adoption leave, the total of which must not exceed 104 weeks in the following circumstances—
  - (i) An unbroken period of up to 3 weeks at a time of the placement of the child (referred to in this subclause as “short adoption leave”);
  - (ii) An unbroken period of up to 104 weeks from the time of the placement of the child in order to be the primary care-giver of the child (referred to in this clause as “extended adoption leave”). This entitlement is to be reduced by any period of short adoption leave taken and the aggregate of any periods of adoption leave taken or to be taken by the teacher's spouse in relation to the same child. Save that for a replacement or relieving teacher, that period of leave shall not extend beyond the period for which they have been engaged as a replacement or relieving teacher;
- (b) Extended adoption leave is not to be taken concurrently with adoption leave taken by the teacher's spouse in relation to the same child.

- (c) The teacher must have had at least one year of continuous service within Catholic education in Western Australia immediately preceding the date on which the teacher commences either period of leave.
- (3) Certification
- (a) Before taking adoption leave, the teacher must produce to the employer a statement from an adoption agency or another appropriate body of the expected date of placement of the child with the teacher for adoption purposes; or a statement from the appropriate government authority confirming that the teacher is to have custody of the child pending application for an adoption order.
- (b) In relation to any period of extended adoption leave to be taken, the teacher must also produce a statutory declaration;
- (i) stating that the teacher is seeking that period of adoption leave to become the primary caregiver of the child; and
- (ii) stating particulars of any period of adoption leave sought or taken by the teacher's spouse; and
- (iii) stating the teacher's agreement that for the period of the teacher's adoption leave the teacher will not engage in any action inconsistent with the teacher's contract of employment.
- (4) Notice requirements
- (a) On receiving notice of approval for adoption purposes, a teacher must notify the employer of the approval and within two (2) months after receiving notice of the approval, must further notify the employer of the period or periods of adoption leave which the teacher proposes to take. In the case of a relative adoption, the teacher must so notify the employer on deciding to take a child into custody pending an application for an adoption order.
- (b) A teacher who commences employment with an employer after the date of approval for adoption purposes must notify the employer of that date on commencing employment and of the period of adoption leave which the teacher proposes to take.
- (c) A teacher must, as soon as the teacher is aware of the expected date of placement of a child for adoption purposes but no later than fourteen (14) days before the expected date of placement, give notice in writing to the employer of that date, and of the date of commencement of any period of short adoption leave to be taken.
- (d) A teacher must, at least seven (7) weeks before the proposed date of commencing any period of extended adoption leave to be taken, give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.
- (e) A teacher shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with paragraphs (c) or (d) hereof if the failure is caused by;
- (i) the requirement of an adoption agency for the teacher to accept earlier or later placement of a child; or
- (ii) the death of the teacher's spouse.
- (5) Variation of period of adoption leave
- (a) Provided the addition does not extend adoption leave beyond 104 weeks, the period of extended adoption leave may be lengthened once only by the teacher giving not less than twenty-one (21) days notice in writing stating the period by which the leave is to be lengthened.
- (b) The period may be further lengthened by agreement between the employer and the teacher.
- (c) The period of extended adoption leave may, with the consent of the employer, be shortened by the teacher giving not less than seven (7) working weeks notice in writing stating the period by which the leave is to be shortened.
- (6) Cancellation of adoption leave
- (a) Adoption leave, applied for but not commenced, is cancelled should the placement of the child not proceed.
- (b) If the placement of a child for adoption purposes with a teacher then on adoption leave does not proceed or continue, it shall be the right of the teacher to resume work at a time nominated by the employer (which shall be no later than the beginning of the next succeeding term from the date of the notice in writing by the teacher to the employer that the teacher wishes to resume work).
- (d) In this case, the teacher may undertake temporary employment with another employer without affecting his/her contract of service with the school from which he/she took leave.
- (7) Special Adoption leave
- The employer must grant to any teacher who is seeking to adopt a child any leave not exceeding two (2) days (paid or otherwise), that is required by the teacher to attend any compulsory interviews or examinations that are necessary as part of the adoption procedure.
- (8) Adoption leave and other entitlements
- (a) So long as the aggregate of any leave, including leave taken under this subclause does not exceed 104 weeks, a teacher may, instead of or in conjunction with adoption leave, take any annual leave or long service leave or any part of it to which the teacher is entitled.
- (b) Paid leave other than long service leave is not available to a teacher during the teacher's absence on adoption leave.
- (9) Effect of adoption leave on employment
- Notwithstanding any provision to the contrary, absence on adoption leave shall not break the continuity of service of a teacher but shall not be taken into account in calculating the period of service for any purpose of this Agreement provided that absence on adoption leave shall count for purposes of subclause (2)(c) above.
- (10) Termination of employment
- (a) A teacher on adoption leave may terminate employment at any time during the period of leave by due notice given.
- (b) An employer shall not terminate the employment of a teacher on the ground of the teacher's absence on adoption leave but otherwise the rights of an employer in relation to termination of employment are not hereby affected.
- (11) Return to work after adoption leave
- (a) Except as provided in paragraph (b) hereof, a teacher will return to work only from the beginning of a school term, preferably from the beginning of a school year and will indicate an intention of returning to work by giving in writing not less than seven (7) weeks' notice, that notice to be immediately prior to the proposed school term of commencement.
- (b) An employer may by agreement with the teacher arrange for a teacher to return to work at some date other than the commencement of a school term.
- (c) Provided the notice required pursuant to subclause (a) above has been given, a teacher shall be entitled to a position commensurate with the teacher's qualifications, experience and previous classification.
- (d) A part-time teacher shall be entitled to return to a position which includes the same number of hours per week, but not necessarily the same times or class levels.
- (e) If no confirmation of an intention to return is received, the employer shall take reasonable steps of inquiry prior to making other arrangements.
- (12) Replacement Teachers
- (a) A teacher specifically engaged as a result of a teacher proceeding on adoption leave will normally be a replacement teacher provided however that such

replacement teacher does not have to fill the position vacated by the teacher proceeding on adoption leave.

- (b) Before an employer engages a replacement teacher under this subclause, the employer shall inform that person of the temporary nature of the employment and the rights of the teacher who is being replaced.
- (c) Before an employer temporarily promotes or transfers a teacher to replace a teacher exercising rights under this clause the employer shall inform that person of the temporary nature of the promotion or transfer and the rights of the teacher who is being replaced.
- (d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement teacher.

### Part 3—Part-time Work

#### (1) Definitions

In this subclause

“Female teacher” means an employed female who is pregnant or is caring for a child whom she has borne or a child who has been placed with her for adoption purposes.

“Male teacher” means an employed male who is caring for a child of his spouse or a child placed with the teacher for adoption purposes.

“Part-time employment” means work of a lesser number of hours than constitutes full-time work under this Agreement, but does not include temporary or casual work.

“Former position” means the position held by a teacher immediately before commencing part-time employment under this subclause or, if such position no longer exists but there are other positions available for which the teacher is qualified and capable of performing, a position as nearly as possible comparable in status and pay to that of the position held by the teacher immediately before commencing part-time work.

#### (2) Entitlement

With the agreement of the employer;

- (a) a female teacher may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy necessary or desirable;
- (b) a female teacher may work part-time in one or more periods at any time from the seventh week after the date of the birth of the child until its third birthday;
- (c) a male teacher may work part-time in one or more periods at any time from the date of the birth of the child until its third birthday;
- (e) in relation to adoption, a female or male teacher may work part-time in one or more periods at any time from the date of placement of the child until the third anniversary of that date.

#### (3) Return to former position

- (a) A teacher who has had at least one year of continuous service within Catholic education in Western Australia immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to their former position.
- (b) Nothing in paragraph (a) hereof shall prevent the employer from permitting the teacher to return to their former position after a second or subsequent period of part-time employment.

#### (4) Effect of part-time work on continuous service

Under this Agreement, commencement on part-time employment under this subclause and return from part-time employment to full-time employment under this subclause does not break the continuity of service of a teacher.

#### (5) Pro-rata entitlements

Subject to the provisions of this subclause and the matters agreed to in subclause (6) hereof, part-time employment shall

be in accordance with the provisions of the Award and/or this Agreement and shall apply pro-rata.

#### (6) Part-time Work Agreement

- (a) Before commencing a period of part-time employment under this subclause the employer and the teacher shall agree;
  - (i) that the teacher may work part-time;
  - (ii) upon the hours to be worked by the teacher, the days upon which they will be worked and the commencing times for the work;
  - (iii) upon the period of part-time employment.
- (b) The terms of this agreement may be varied by consent.
- (c) The terms of this agreement and any variation to it shall be in writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the teacher by the employer.
- (d) The work to be performed part-time need not be the work performed by the teacher in the teacher's former position but shall be work commensurate with the teacher's qualifications, experience and previous classification.
- (e) An employer may request, but not require, a teacher working part-time under this clause to work outside or in excess of the teacher's ordinary hours of duty provided for in accordance with paragraph (a) hereof.

#### (7) Termination of Employment

- (a) The employment of a part-time teacher under this clause may be terminated in accordance with the provisions of the Award and/or this Agreement but may not be terminated by the employer because the teacher has exercised or proposes to exercise any rights under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.
- (b) Any termination benefits payable to a teacher whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time teacher as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time teacher on a pro-rata basis.

#### (8) Replacement Teachers

- (a) A teacher specifically engaged as a result of a teacher proceeding on part-time employment under this subclause will normally be a replacement teacher.
- (b) Before an employer engages a replacement teacher under this subclause, the employer shall inform that person of the temporary nature of the employment and the rights of the teacher who is being replaced.
- (c) Before an employer temporarily promotes or transfers a teacher to replace a teacher exercising rights under this clause the employer shall inform that person of the temporary nature of the promotion or transfer and the rights of the teacher who is being replaced.
- (d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement teacher.

### 21.—REDUNDANCY PROVISIONS

(1) Should a position in a Catholic school become redundant then the provisions of—

- (a) the Workplace Relations Act (1996); and/or
- (b) the Catholic Education Commission of Western Australia policy on redundancy; and/or
- (c) this Agreement,

whichever is the greater, shall apply.

(2) In calculating the years of service of a teacher, all continuous service within Catholic schools in Western Australia will be considered and not only the service completed at the current school.

(3) Where a school proposes to make one or more teaching positions redundant the employer shall make redundancy payments to the teachers made redundant—

<u>Period of Service</u>	<u>Weeks of severance pay</u>
Less than 1 year	Nil
One year and less than two years	4 weeks
Two years and less than three years	6 weeks
Three years and less than four years	7 weeks
Four years and above	2 weeks per year of service to a maximum of 16 weeks.

(4) When the employer identifies a potential redundancy and before a teacher is named as the person whose position has been declared redundant, the employer shall offer all teachers at that school the opportunity to take leave without pay for a period of one school year or such a period to resolve the potential redundancy. Where a suitable application is received that resolves the potential redundancy, then the teacher shall be granted leave without pay for the period.

(5) Continuity of service for all purposes of the Award and/or this Agreement shall apply where a teacher has been made redundant and is re-employed by a Catholic school within six months.

(6) If during the life of this Agreement the Australian Industrial Relations Commission moves to a new redundancy standard in excess of the provisions of this clause, then the new standard will apply and as such the parties agree to amend this Agreement accordingly.

(7) Notwithstanding the other provisions of this clause, nothing shall prevent the parties from negotiating a redundancy settlement in excess of the provisions as determined in subclause (3) of this clause.

#### 22.—PLAYGROUND DUTY

Where a teacher is required to perform playground supervision, such supervision shall be so rostered as to allow a fair and reasonable midday meal break.

#### 23.—FLEXIBILITY IN THE SCHOOL DAY/YEAR

(1) Flexible working hours for teachers may be implemented at schools where an improved curriculum can be offered, or more effective and efficient use of resources occurs.

The following criteria shall be applied prior to the implementation of flexible hours—

- (a) a consultative process to occur at school level involving all stakeholders, including the ISSOA, school decision making groups, parents, students and staff;
  - (b) issues such as duty of care, health, safety and welfare, equity and other legislative requirements allowed for;
  - (c) workloads and career aspirations have been considered;
  - (d) individual circumstances have been fairly and reasonably considered;
  - (e) the distribution of hours to be equitable.
- (2) Specifically excluded from these flexibility arrangements are increased working hours for teachers.

#### 24.—MANNER OF LIFE

(1) Where an allegation has been made against a teacher with regard to the teacher's manner of life and/or stated beliefs which may be in breach of Clause 11.—Conditions of Employment, subclause (2)(a) of this Agreement, the following procedures shall apply—

##### (2) The Allegation

- (a) Any allegation for breach of this clause shall be directed to the Principal of the school in which the teacher is employed and shall be in writing stating—
  - (i) the nature of the allegation;
  - (ii) the proof supporting the allegation; and
  - (iii) the source of the allegation.

- (b) The person/s making the allegation must have direct knowledge of the alleged breach and shall be required to support the allegation in conformity with the provisions as outlined in paragraph (a) of this subclause.

- (c) The Principal and/or the person/s making the allegation should observe confidentiality at all times and the Principal shall advise such person/s of the seriousness of their allegation and counsel such person/s of the consequences of malicious, false or exaggerated allegations.

- (d) The employer shall record the details of the allegation and where necessary clarify any matter pertaining to the allegation.

##### (3) Advising the Teacher

- (a) (i) Should the employer determine that the allegation cannot be sustained, the matter shall be discontinued and the person/s making the allegation advised accordingly.

- (ii) Should the circumstances warrant, the employer may advise the teacher of the allegation and the outcome as prescribed in paragraph (a)(i) of this subclause.

- (b) If the employer determines that the allegation needs to be acted upon, he/she shall advise the teacher in writing stating—

- (i) the nature of the allegation;
- (ii) the proof supporting the allegation;
- (iii) the source of the allegation;
- (iv) the potential consequences if the allegation is proven;
- (v) that the teacher is not required to answer the allegation immediately but may elect to seek the appropriate advice and representation; and
- (vi) a reasonable time frame for a response.

(4) Where an allegation for breach of this clause has been confirmed by the teacher, the teacher shall be offered the opportunity to rectify the matter where possible, in a manner agreed between the teacher and the employer. Such agreement shall be in writing.

(5) Should the matter not be resolved in accordance with subclauses (3) or (4) of this clause, the provisions of Clause 30.—Dispute Avoidance and Grievance Procedures of this Agreement shall apply.

#### 25.—PROFESSIONAL DEVELOPMENT

Professional development has as its priority the upgrading of professional knowledge and skills. Both the school and the teacher should share the responsibility of teachers' professional development.

In addition to courses provided in school hours, the parties accept that courses outside of school hours should be made available to teachers. Access to such courses should be at the discretion of the teacher.

#### 26.—PROFESSIONAL RESPONSIBILITIES

(1) The parties recognise that there is a wide range of duties and responsibilities involved in the profession of teaching.

(2) The parties recognise that the following principles apply in addressing the fair and reasonable participation of teachers—

- (a) Much of the life and culture of the school is derived from school activities involving teachers and students conducted outside regular classroom contact;
- (b) The efforts of teachers who contribute significantly to the life and values of the school should be recognised;
- (c) Duty of care responsibilities must be considered in the planning of all activities conducted by the school;
- (d) There will be collaborative planning between school and staff in the allocation of teachers to all activities conducted by the school;
- (e) The competence, skills and qualifications of teachers, including part-time teachers, will be considered in the planning and allocating of activities conducted by the school, having regard for the teacher's professional development and family responsibilities;
- (f) Some schools may have expanded educational programs which may require flexible employment arrangements.

27.—SUMMATIVE APPRAISAL

During the life of this Agreement, all forms of teacher appraisal (including Summative and Senior Teacher appraisal) will be re-negotiated.

28.—PART TIME TEACHERS

(1) Contract of employment

- (a) In engaging a part time teacher schools will recognise that part time teachers are entitled to supplement their income through other employment.
- (b) The number of hours of scheduled class time and professional responsibilities and duties of a part time teacher shall be set out in writing by the employer at the time of engagement and at any other time when a variation occurs.

(2) A part time teacher's weekly rate of pay shall be assessed according to the following formula—

$$\frac{\text{Hours worked}}{\text{Full time teachers' hours}} \times \frac{\text{the appropriate}}{\text{full time salary}}$$

*Note: Hours = the number of hours of scheduled class time for the teacher*

(3) A part time teacher in a Primary School shall be given a proportional amount of release time for planning and preparation as given to a full time teacher in that school.

(4) A part time teacher shall be expected to undertake a proportional number of additional duties normally expected of a full time teacher in that school, provided that those duties fall at times adjoining that teacher's normal scheduled classroom teaching hours or on a usual day of employment, e.g. yard supervision, staff meetings, etc.

(5) Additional hours

- (a) Where an employer requires and the part time teacher agrees to work additional hours, the teacher shall be paid for each additional hour or part thereof at that teacher's normal part-time hourly rate of pay.
- (b) Such additional hours worked under this arrangement shall not result in proportionate adjustments under any other clause in the Award or this Agreement.

(6) Variation of hours

- (a) The school may vary the teaching load of a part time teacher from the beginning of each school year with 6 weeks notice or at any time by agreement with the teacher.
- (b) In the absence of the required notice as per subclause (a) and provided that the change involves a decrease in salary, the teacher's salary will be maintained at its former level for the period of the notice not given.

29.—SPECIAL LEAVE

(a) A teacher shall, on sufficient cause being shown, be granted special leave with pay.

(b) "Sufficient cause" is defined as a matter or situation for which

- (i) no other paid leave is available
- (ii) no other arrangements can reasonably be made
- (iii) the absence from duty is required due to pressing necessity.

(c) The period determined at the discretion of the employer having regard to all of the circumstances but would not normally exceed 3 days for any one instance.

30.—DISPUTE AVOIDANCE AND GRIEVANCE PROCEDURE

(1) The objective of these procedures is the avoidance and resolution of industrial disputation by measures based on consultation, co-operation and negotiation and the parties to a dispute shall make reasonable attempts to resolve the matter by mutual discussion and determination.

(2) Without prejudice to either party, the parties to this Agreement shall ensure the continuation of work in accordance with the Award, this Agreement and the custom and practice in Catholic Schools in Western Australia.

(3) (a) In the event of any matter arising which is of concern, the teacher shall discuss this matter with the Principal or his/her nominee.

(b) If the matter is not resolved at this level, the teacher and/or the Principal may refer the matter to the Independent Schools Salaried Officers' Association and/or the Catholic Education Office (Employee and Community Relations Team).

(In an attempt to resolve the matter it may be necessary to have formal discussion between the ISSOA and the Director of Catholic Education in Western Australia.)

(c) If the matter cannot be resolved at this level it may be referred to the Western Australian Industrial Relations Commission.

(4) Nothing contained in this procedure shall prevent the Secretary of the ISSOA or his/her nominee or the Director of Catholic Education in Western Australia or his/her nominee from entering into negotiations at any level either at the request of any of the parties to the dispute or on their own initiative in respect of matters in dispute should such action be considered conducive to achieving resolution of the dispute.

31.—SIGNATURES

(Sgd.).....	(Sgd.).....
(Signatures)	(Signature)
M. WALSH	T. I. HOWE
P. FLEMING	
(Name of signatory in block letters)	(Name of signatory in block letters)
Sisters of The Good Shepherd Inc	Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers

**WILLISFORD INTERIORS/BLPPU AND THE CMETU COLLECTIVE AGREEMENT 2000.**  
**No. AG 182 of 2000.**

**2000 WAIRC 00442**

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.  
**PARTIES** THE WESTERN AUSTRALIAN BUILDERS' LABOURERS, PAINTERS & PLASTERERS UNION OF WORKERS, CONSTRUCTION, MINING, ENERGY, TIMBERYARDS, SAWMILLS AND WOODWORKERS UNION OF AUSTRALIA—WESTERN AUSTRALIAN BRANCH V WILLISFORD INTERIORS PTY LTD  
**CORAM** COMMISSIONER J F GREGOR  
**DELIVERED** Monday, 28 AUGUST 2000  
**FILE NO/S** APPLICATION AG 182 OF 2000

<b>Result</b>	Agreement Registered.
<b>Representation Applicant/Appellant</b>	Mr P Joyce on behalf of the applicant.
<b>Respondent</b>	No appearance

*Order.*

HAVING heard Mr P Joyce, on behalf of the (Applicant) and there being no appearance on behalf of the (Respondent), and by consent, the Commission pursuant to the powers conferred on it under the *Industrial Relations Act, 1979*, hereby orders—

THAT the agreement No. AG 182 of 2000, lodged in the Commission on 13 July 2000, entitled Willisford Interiors/BLPPU and the CMETU Collective Agreement 2000 be registered as an Industrial Agreement and replaces No. AG 207 of 1997.

[L.S.] (Sgd.) J.F. GREGOR, Commissioner.

Schedule.

1.—TITLE

This agreement shall be known as the *Willisford Interiors/BLPPU and the CMETU* Collective Agreement 2000.

2.—ARRANGEMENT

	Clause No.
Title	1
Arrangement	2
Parties and Persons Bound	3
Application	4
Relationship to Parent Award	5
Period of Operation	6
Classification Structures & Rates of Pay	7
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Training and Related Matters	19
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Income Protection	22
Accident Pay	23
Union Membership	24
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Signatories to the Agreement	26
Appendix A—Drug & Alcohol, Safety and Rehabilitation	
Appendix B—Site Allowance	

3.—PARTIES AND PERSONS BOUND

This agreement shall be binding on *Willisford Interiors Pty Ltd* (hereinafter referred to as "the company"), the Western Australian Builders' Labourers, Painters and Plasterers Union of Workers and the Construction Mining Energy Timberyards Sawmills and Woodworkers Union of Australia—WA Branch (hereinafter referred to as "the unions") and all employees of the company eligible to be members of the unions.

4.—APPLICATION

This agreement shall apply to all employees of the company engaged on work in or in connection with construction, alteration, maintenance, repair or demolition of buildings or other structures of any kind whatsoever.

This agreement shall apply in Western Australia only. There are approximately two employees covered by this agreement.

5.—RELATIONSHIP TO PARENT AWARD

1. This agreement is supplementary to, and shall be read and interpreted wholly in conjunction with, the Building Trades (Construction) Award 1987, Award No. R14 of 1978 (hereinafter referred to as "the award").

2. In the event of any inconsistency between the award and an express provision of this agreement, the terms of this agreement shall prevail to the extent of such inconsistency, unless the express provision of the agreement provides otherwise.

6.—PERIOD OF OPERATION

This agreement shall come into force from the first pay period commencing on or after November 1<sup>st</sup> 1999 and shall remain in force until the 1<sup>st</sup> of November, 2002.

7.—CLASSIFICATION STRUCTURE & RATES OF PAY

1. All employees working under this agreement shall be paid according to the wage rates set out below.

2. Wage Rates (per hour at ordinary time)

	Previous EBA Rate Hourly Rate \$	1 <sup>st</sup> November 1999 Hourly Rate \$	1 <sup>st</sup> November 2000 Hourly Rate \$	1 <sup>st</sup> November 2001 Hourly Rate \$
Labourer Group 1	17.15	18.01	18.91	19.86
Labourer Group 2	16.56	17.39	18.26	19.17

	Previous EBA Rate Hourly Rate \$	1 <sup>st</sup> November 1999 Hourly Rate \$	1 <sup>st</sup> November 2000 Hourly Rate \$	1 <sup>st</sup> November 2001 Hourly Rate \$
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Labourer Group 3	16.12	16.93	17.78	18.67
Plaster, Fixer	17.82	18.71	19.65	20.63
Painter, Glazier	17.42	18.29	19.20	20.16
Signwriter	17.80	18.69	19.62	20.63
Carpenter/Roofer	17.93	18.85	19.79	20.78
Bricklayer	17.75	18.63	19.61	20.59
Refractory				
Bricklayer	20.38	21.40	22.47	25.59
Stonemason	17.93	18.82	19.76	20.75
Rooftiler	17.62	18.50	19.43	20.40
Marker/Setter Out	18.46	19.38	20.35	21.37
Special Class T	18.69	19.62	20.61	21.64

APPRENTICE RATES

	Previous EBA Rate Hourly Rate \$	1 <sup>st</sup> November 1999 Hourly Rate \$	1 <sup>st</sup> November 2000 Hourly Rate \$	1 <sup>st</sup> November 2001 Hourly Rate \$
Plasterer, Fixer				
Year 1	7.48	7.86	8.25	8.66
Year 2 (1/3)	9.81	10.29	10.81	11.35
Year 3 (2/3)	13.37	14.03	14.74	15.47
Year 4 (3/3)	15.69	16.46	17.29	18.15
Painter, Glazier				
Year 1 (.5/3.5)	7.32	7.68	8.06	8.47
Year 2 (1/3), (1.5/3.5)	9.58	10.06	10.56	11.09
Year 3 (2/3), (2.5/3.5)	13.06	13.72	14.40	15.12
Year 4 (3/3), (3.5/3.5)	15.33	16.10	16.90	17.74
Signwriter				
Year 1 (.5/3.5)	7.48	7.85	8.24	8.66
Year 2 (1/3, 1.5/3.5)	9.78	10.28	10.79	11.35
Year 3 (2/3, 2.5/3.5)	13.35	14.02	14.72	15.47
Year 4 (3/3, 3.5/3.5)	15.66	16.45	17.27	18.15
Carpenter/Roofer				
Year 1	7.54	7.92	8.31	8.73
Year 2 (1/3)	9.86	10.37	10.88	11.43
Year 3 (2/3)	13.45	14.14	14.84	15.59
Year 4 (3/3)	15.78	16.59	17.42	18.29
Bricklayer				
Year 1	7.46	7.82	8.24	8.65
Year 2 (1/3)	9.76	10.25	10.79	11.32
Year 3 (2/3)	13.31	13.97	14.71	15.44
Year 4 (3/3)	15.62	16.39	17.26	18.12
Stonemason				
Year 1	7.54	7.92	8.31	8.73
Year 2 (1/3)	9.86	10.37	10.88	11.43
Year 3 (2/3)	13.45	14.14	14.84	15.59
Year 4 (3/3)	15.78	16.59	17.42	18.29
Rooftiler				
6 months	10.04	10.54	11.07	11.62
2nd 6 months	11.04	11.59	12.17	12.78
Year 2	12.90	13.55	14.23	14.94
Year 3	15.14	15.90	16.70	17.54

3. All expense related allowances not specifically mentioned in this agreement will be paid as per the award as varied from time to time.

4. Site allowances relating to particular sites shall be paid in accordance with Appendix B of this Agreement.

5. An additional payment will be made to compensate for the impact of the Goods and Services Tax on the Consumer Price Index. In the circumstance that the CPI limit below is exceeded the appropriate additional payment will be made to the wage rates. The CPI figure for the applicable dates will be the official figure released by the ABS for the preceding year.

Date	CPI Limit	Additional Payment
June 2001	5%	1% (paid 1/9/2001)
June 2001	6%	2% (paid 1/9/2001)
June 2002	5%	1% (paid 1/9/2002)
June 2002	6%	2% (paid 1/9/2002)

## 8.—INDUSTRY STANDARDS

## Redundancy

The company shall increase redundancy contributions on behalf of each employee to the following sums on a weekly basis—

Rate on signing	\$50
Rate as of 1/05/2001	\$60

## Superannuation

(i) The Company will make a payment of \$75 per week per employee or the percentage rate that is prescribed under the Superannuation Guarantee Charge, whichever is the greater. On 1<sup>st</sup> July 2002 the Company will make a payment of \$90 per week per employee.

The Company will advise all employees subject to the Agreement of their right to have payments made to a complying superannuation fund of their choice. The Company is bound by the employee's election. The aforementioned payment will then be made to that fund.

Until each employee nominates the fund of their choice the Company will make payments into the Construction + Building Unions Superannuation Scheme (the "C+BUSS").

In the event that any employee chooses a fund other than the C+BUSS the Company will, within seven days of the employee advising the Company of the fund of their choice, advise the Union in writing of the employee's decision.

In the event that the employee and the Company reach an agreement pursuant to section 49C(2)(d) of the Act to change the complying superannuation fund or scheme the Company will, within seven days of the employee and the Company reaching such an agreement, advise the Union in writing of the agreement. The employer shall not unreasonably refuse to agree to a change of complying superannuation fund or scheme requested by the employee.

(ii) "Ordinary Time Earnings" (which for the purposes of the Superannuation Guarantee (Administration) Act 1992 will operate to provide a notional earnings base) shall mean the actual ordinary rate of pay the employee receives for ordinary hours of work including tool allowance, industry allowance, trade allowances, shift loading, special rates, qualification allowances (eg. first aid, laser safety officer), multi-storey allowance, site allowance, asbestos eradication allowance, leading hand allowances, in charge of plant allowance and supervisory allowances where applicable. The term includes any regular over-award pay as well as casual rates received and any additional rates and allowances paid for work undertaken during ordinary hours of work, including fares and travel.

## 9.—SICK LEAVE

For sick leave accrued after the date of signing this agreement the following will apply—

- The Company's employees shall have the option of converting 100% of accrued sick leave entitlement to a cash payment on termination
- If an employee who has been terminated by the Company without exercising the above option is re-engaged within a period of six months, the unpaid balance of sick leave shall continue from the date of re-engagement.
- Where the Company has signed a previous Agreement with the Union that also allowed for the conversion to cash payment on termination for accrued sick leave, that accrued sick leave will be treated as if is accrued under this agreement.
- Sick leave shall accrue, for the purposes of this clause, at the rate of one day at the beginning of each of the first ten calendar months of each year.
- Employees shall have the option of converting to a cash payment all sick leave entitlements over 5 days. Payment shall be made on the last pay period prior to the Christmas closedown.

## 10.—NEGOTIATION OF A SUBSEQUENT AGREEMENT

The parties agree to commence negotiations for a new collective agreement to succeed this agreement at least 3 months before the nominal expiry date. The parties intend to

conclude these negotiations prior to the nominal expiry date. These negotiations shall be conducted on a collective basis between all of the parties with the negotiated outcome being subject to approval of a vote of the employees collectively.

## 11.—APPLICATION OF PROJECT AGREEMENTS

1. This agreement shall apply to all persons employed in the employer's business and every part thereof throughout Western Australia until 1<sup>st</sup> November 2002 except where the company commences work on a project where a site agreement to which the union is a party exists that provides for higher rates of pay and conditions.

2. The conditions contained in any such site agreement will take precedence over this agreement for the duration of the project.

## 12.—FARES AND TRAVELLING ALLOWANCE

In addition to Clause 12A of the award a travel payment shall be made in the form of a daily payment (on days worked) of \$6.15 per day per employee.

## 13.—SENIORITY

1. The parties agree the continuity of employment is desirable wherever possible, and that where it is not possible, employees will be retrenched in order of seniority.

2. When applying the "first on last off" principle it is agreed subject to the caveat of "all things being equal", it is intended to apply on a Company basis rather than a site by site basis.

3. It is recognised that from time to time instances may arise where the employee's individual skills may be subject to this caveat. Where there is any disagreement as to the application of this matter will be processed in accordance with Clause 16—Dispute Settlement Procedure.

4. An employee who has been retrenched by the Company shall have absolute preference and priority for re-employment/re-engagement by the Company. Where an employee is re-engaged within a period of six months the employee shall maintain continuity of service and all accrued entitlements with the Company.

## 14.—ALL IN PAYMENTS

1. All-in payments to employees will not be made. All-in payments are defined as an hourly rate or piece work rate which is meant to cover wages and all allowances, such as annual leave, sick leave, etc., on which tax is being paid using the Prescribed Payments System.

2. It is agreed that where a breach of this clause is discovered, the employer shall continue paying the "all-in" rate as the employees hourly rate, but shall pay all award and other entitlements on top of this amount, back-dated to the commencement of the all-in rate arrangement. The company shall not be entitled to offset any amount in excess of the ordinary hourly rate against any other entitlement in this agreement.

3. This clause shall not be applied to prevent the employer subletting specialised work outside of the normal scope of work which the employer performs. The union shall be notified when specialist sub-contractors are to be engaged.

## 15.—PYRAMID SUB-CONTRACTING

1. "Pyramid Sub-Contracting" is defined as the practice of a sub-contractor, to whom a sub-contract is originally awarded, sub-letting that contract or part thereof to another sub-contractor.

2. Provided that where a sub-contractor does not have the technical capacity to handle a specialist section of the contract and intends to engage a specialist sub-contractor to perform that work, that section may be re-let to a specialist sub-contractor.

3. Further provided that when a sub-contract is let for labour and material, a labour-only sub-contract may be let by the sub-contractor, but it is unacceptable as a principle for further labour-only sub-contracts to be re-let.

4. A bona fide sub-contractor is generally an employer of labour, save for a machine owner-operator.

5. Where a disagreement arises in relation to the definition or application of the term "Pyramid Sub-Contracting" the parties shall discuss and determine the issue in accordance with the agreement dispute resolution procedure. In any event

of a disagreement, the matter shall be negotiated further between the parties or referred to the Western Australian Industrial Relations Commission. Whilst these procedures are undertaken no industrial action shall occur.

#### 16.—DISPUTE SETTLEMENT PROCEDURE

1. Disputes over any work related or industrial matter should be dealt with as close to its source as possible.

2. An employee or the union delegate should initially submit any work related grievance and/or industrial matter to the site foreperson, supervisor or other appropriate site representative of the company.

3. If the matter remains unresolved the union delegate may then submit the matter to the appropriate senior management person.

4. If still not resolved the delegate shall refer the matter to an appropriate official of the union, who shall discuss the matter with the nominated representative of the employer.

5. Whilst the above procedures are being followed work should continue as normal.

6. This procedure is to be followed in good faith and without unreasonable delay by any party.

7. Should the matter remain unresolved it shall be dealt with in one of the following ways as agreed to between the parties—

- referred to the Western Australian Industrial Relations Commission for conciliation and if required arbitration. The Commission's decision will be accepted by all parties subject to legal rights of appeal; or
- referred to a disputes board for determination; or
- referred to a private arbitrator agreed to between the parties, for determination.

8. This dispute settlement procedure does not apply to health and safety issues.

#### 17.—SAFETY DISPUTE RESOLUTION

1. The parties to this agreement are committed to the safe operation of plant and equipment, to the observance of safe working practices, and the provision by the employer and correct use of all personal protective equipment. The company recognises its responsibilities to provide a safe and healthy workplace.

2. In the event of any disagreements on the necessity to carry out any safety measure or modify, reinforce or reinstate any safety device whatsoever, the procedures set out in this clause will be adopted.

3. No person shall dismiss a safety complaint. Any complaint should be referred to the company safety officer or workers' safety representative to be dealt with in accordance with the following procedures—

- (i) Where any employee becomes aware of an unsafe situation, that employee will immediately notify the company safety officer or the workers' safety representative.
- (ii) The company safety officer and the workers' safety representative will take immediate action to have the unsafe situation rectified.
- (iii) Should the company safety officer consider that no safety precautions are necessary, he/she will notify the workers' safety representative accordingly as soon as possible.
- (iv) While there is disagreement on the ruling of the company safety officer, the company safety officer will arrange for the immediate transfer of all employees from the disputed area.
- (v) Should the company safety officer be of the opinion that no action is necessary and the worker's safety representative disagrees, an appropriate inspector from Worksafe/Workcover will be requested to undertake an inspection of the disputed area for the purpose of resolving any such matter.
- (vi) If disagreement still exists the chief inspector or his/her nominee will be called in to assist in the resolution of the dispute.

(vii) If no agreement can be reached between the parties the matter will be dealt with in accordance with the dispute resolution procedure of this agreement.

(viii) Whilst the above procedure is being followed there will be no stoppage of work in respect of the matter being considered, except in the area alleged to be unsafe.

(ix) It is accepted that safety considerations override normal work practices and depending on the degree of potential risk to persons on the job, or the general public, can override normal demarcation practices.

#### 18.—AMENITIES

1. The parties agree that it is the responsibility of the company to ensure that the amenities prescribed by the Award are provided as a minimum. Where, however, that standard is not maintained due to an action or event beyond the control of the company, the union agrees that the company should be allowed reasonable time in which to rectify the problem. If the company acts promptly to rectify the problem, there should be no interruption to work from industrial stoppages, bans and limitations.

2. In all instances, the following procedure shall be observed.

3. A uniformly high standard of amenities and facilities such as ablution blocks, change rooms, crib sheds, etc. shall be provided.

4. All Sheds shall be weatherproof and soundly constructed to an approved standard with sufficient windows and doors, adequate ventilation and lighting. They must have a floor above ground level and be lined on ceilings and walls.

5. Mess Shed/s fitted with fly screens are provided for exclusive use of workers and not for the storage of employers' equipment, tools and materials.

6. Shed/s shall provide not less than 0.75 square metres of floor space per person employed at any one time, provided that the area be not less than 4.65 square metres. Fixtures, other than tables and chairs, shall not be included when calculating floor space.

7. Where 5 or more persons are employed at one time, the floor area shall not be less than 9 square metres.

8. Adequate facilities are to be provided for warmth and for drying clothes eg. strip heaters.

9. Provided that 20 or more persons are employed on the site at any one time, the employer shall provide a separate shed or sheds for messing, which shall be of such dimension as to provide not less than 0.75 square metres of floor space per person.

10. Where less than 20 persons are employed on site, Regulation 3.20—Workplace Facilities of the Occupational Safety and Health Regulations 1996 shall apply to provisions of messing and changing facilities.

11. In the changing facilities, separate clothes-hanging facilities for each person employed are to be provided (coat hooks only to be used).

12. In the changing facilities, sufficient seating accommodation for the changing of work apparel is to be provided.

13. In the messing facilities, sufficient tables with fixed washable laminated or vinyl surface, and seating for the taking of meals, are to be provided.

14. Food warming facilities to be supplied, together with a supply of cool, clean water conveniently accessible, as well as boiling water at meal/rest breaks.

15. Receptacle for garbage with bin liner and rat and fly proof is to be supplied in mess area, and emptied regularly.

16. A washable vinyl floor surface in all facilities is to be provided.

17. Shelving is to be supplied in the mess shed for storage (cups, lunch bags, etc).

18. All facilities are to be cleaned and disinfected on a regular basis.

19. All mess sheds shall be supplied with reverse cycle air-conditioning.

20. Toilet blocks shall be soundly constructed and roofed with weatherproof material. The floor of each toilet shall be

well-drained and constructed of concrete, bricks and cement, or other approved materials which shall be impervious to water. Every toilet shall be well lighted by natural or artificial light and shall be ventilated. Each toilet shall have a hinged door, capable of being fastened on the inside, lift seats/flaps and toilet paper.

21. Where practicable, toilets to be connected to sewerage before commencement of the job.

22. Toilet/urinal location to be conveniently accessible to employees, but not so close as to cause a nuisance to those persons.

23. Where necessary, portable water seal toilets of an approved standard are to be provided and regularly serviced.

24. Conveniently accessible toilets and urinals are to be distributed every 5th floor on multi-storey constructions.

25. Toilets and urinals are to be washed daily with disinfectant and kept in clean, hygienic condition.

26. Adequate washing facilities, suitably drained, and was basins/troughs are to be supplied with running water.

27. Soap and towels are to be supplied.

28. The following toilet/urinal ratio shall be applied in respect to all employees—

Employees	Toilets	Urinals
1-5	1	Nil
6-10	1	1
11-20	2	2
21-35	3	4
36-50	4	6
51-75	5	7
76-100	6	8

NB. For each additional 20 persons or part thereof up to 200 persons or part thereof up to 200 persons, one additional urinal and one additional toilet is required. For each additional 35 persons or part thereof in excess of 200 persons, one additional urinal and one additional toilet is required. If a slab urinal is provided, each 600mm shall be regarded as one urinal.

#### 19.—TRAINING AND RELATED MATTERS

1. A training allowance of \$13.00 per week per worker shall be paid by the employer to the Union Education and Training Fund. This shall increase to \$14.00 per week on 1 November 2000 and a further increase to \$15.00 per week on 1 November 2001.

2. Subject to all qualifications in this clause, an employee shall, upon application in writing to and with approval of the employer, be granted leave with pay each calendar year pro-rata to attend courses conducted or approved by the NBCITC. The employers approval shall not be unreasonably withheld.

The application for leave shall be given to the employer at least two weeks in advance of the date of commencement of the course.

The time of taking leave shall be arranged so as to minimise any adverse effect on the employer's operations. The onus shall rest with the employer to demonstrate an inability to grant leave where an employee is otherwise entitled.

An employer shall not be liable for any additional expenses associated with an employee's attendance at a course other than payment of ordinary time earnings for such absence.

For the purpose of this clause ordinary time earnings shall be defined as the agreement classification rate.

Leave of absence granted pursuant to this clause shall count as service for all purposes of this agreement.

3. The Company will actively encourage employees to seek formal recognition of their skills (recognition of prior learning), and will allow leave as per (2) above for such purposes including but not limited to securing Tradesmen's Rights Certificates.

#### 20.—DRUG & ALCOHOL, SAFETY & REHABILITATION PROGRAM

The parties are committed to the Drug and Alcohol, Safety and Rehabilitation program as outlined in Appendix A—Drug and Alcohol, Safety and Rehabilitation Program.

#### 21.—CLOTHING AND SAFETY FOOTWEAR

1. The following items will be supplied to each employee by the Company, upon the completion of five working days.

- 1 pair safety boots, to be replaced on a fair wear and tear basis.
- 2 T-shirts with collars, and will be replaced on a fair wear and tear basis.
- 1 bluey jacket for each employee employed during the period 1 April to 31 October. (One issued per year)

2. The Company will also make available to each employee, when requested by them, sun screen lotion and sun brims to fit over safety helmets.

#### 22.—INCOME PROTECTION

The Company agrees to insure employees covered by this Agreement for injury and sickness. The scheme is to be negotiated between the parties

#### 23.—ACCIDENT PAY

1. The Company agrees to pay each employee accident pay where the employee receives an injury for which weekly payments or compensation are payable by or on behalf of the Company pursuant to the provisions of the Workers' Compensation and Rehabilitation Act 1981, as amended.

2. "Accident Pay" means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the Workers' Compensation and Rehabilitation Act and the employee's ordinary wage under this Agreement.

3. The Company shall pay accident pay during the incapacity of the employee arising from any one injury for a total of 39 weeks whether the incapacity is in one continuous period or not.

#### 24.—UNION MEMBERSHIP

The employer will encourage, as far as possible, all employees covered by the agreement, to be financial members of the Unions.

#### 25.—Y2K

On the following key dates the Company will issue written records of accrued entitlements to each employee. The accrued entitlements will include annual leave, sick leave, any accruing productivity bonuses, redundancy payments and Superannuation payments and also on each employees anniversary date—

- 31 December 1999
- 28 February 2000
- 31 December 2000
- 28 February 2001

#### 26.—SIGNATORIES

**BLPPU** K. Reynolds *Common seal over name*

Date: 12/7/00

**CMETU** J. McDonald *Common seal over name*

Date: 12/7/00

#### **The Company:**

Willisford Interiors  
Pty Ltd

D. Stevenson *Company Seal*  
Date: 10/7/00

#### APPENDIX A—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

##### 1. PRINCIPLE

People dangerously affected by alcohol, and/or drugs are a safety hazard to themselves and all other persons in the workplace.

##### 2. FOCUS

- \* Site safety and the involvement of the site safety committee
- \* Peer intervention and support
- \* Rehabilitation

### 3. WORKPLACE POLICY

(a) A person who is dangerously affected by drugs or alcohol will not be allowed to work until that person can work in a safe manner.

(b) The decision on a persons ability to work in a safe manner will be made by the safety committee, or on projects with no safety committee, by a body of at least equal numbers of employee/employer representatives.

(c) There will be no payment of lost time to a person unable to work in a safe manner.

(d) If this happens 3 times the worker shall be given a written warning and made aware of the availability of treatment/counselling. If the worker refuses help he/she may be transferred/dissmised the next time he/she is dangerously affected.

(e) For the purposes of disciplinary action a warning shall be effective for a period of 12 months from the date of issue.

(f) A worker having problems with alcohol and or other drugs—

\*Will not be sacked if he/she is willing to get help.

\* Must undertake and continue with the recommended treatment to maintain the protection of this program.

\* Will be entitled to sick leave or leave without pay while attending treatment.

### 4. IMPLEMENTATION

To assist with the adoption and implementation with this policy the company will—

(a) Clearly state its endorsement of the BTG Drug and Alcohol program and comply with it.

(b) Provide access at an agreed time and venue for a representative of the BTG Drug and Alcohol Program to address a meeting of employees to discuss and endorse the program.

(c) Authorise the attendance of appropriate company personnel eg. Safety delegate/officer, safety committee members, union (delegate, consultative committee members(s) at the two hour BTG Drug and Safety in the Workplace training course.

### APPENDIX B—SITE ALLOWANCE

1. This agreement is between the parties to this agreement and shall apply to construction work undertaken by principal contractors who are engaged in the commercial/industrial sector of the building industry in the state of Western Australia within a 50km radius of the Perth General Post Office.

2. This agreement provides for a site allowance to be paid to employees engaged on particular building projects, and for such site allowance to be paid in addition to the wage rates and allowances prescribed by the award as well as any industrial or certified agreements made in conjunction with the award which does not prescribe a site allowance.

3. The site allowance payable under this agreement is to be paid at a flat rate per hour for all hours worked to compensate for all special factors/disabilities on the project and in lieu of all award special rates, with the exception of rates relating to the lifting of heavy blocks, cleaning down brickwork and the use of explosive powered tools which will be payable to an employee when he/she encounters that particular disability.

#### 4. Site Allowance Formula

At the commencement of a project the particular site allowance to apply shall be determined in accordance with the following formula—

#### 4.1 Projects Located Within Perth C.B.D. (as defined)

##### New Work

Project Contractual Value	Site Allowance
Up to \$520,000	NIL
Above \$520,000 to \$2.17 m	\$1.90
Above \$2.17m to \$4.55m	\$2.25
Over \$4.55m	\$2.85

##### Renovations, Restorations and/or Refurbishment Work

Project Contractual Value	Site Allowance
Up to \$520,000	NIL
Above \$520,000 to \$2.17m	\$1.70
Above \$2.17m to \$4.55m	\$1.90
Over \$4.55m	\$2.45

#### 4.2 Projects Located Within West Perth (as defined)

##### New Work

Project Contractual Value	Site Allowance
Up to \$520,000	NIL
Above \$520,000 to \$2.17 m	\$1.70
Above \$2.17m to \$4.55m	\$1.90
Over \$4.55m	\$2.45

##### Renovations, Restorations and/or Refurbishment Work

Project Contractual Value	Site Allowance
Up to \$520,000	NIL
Above \$520,000 to \$2.17m	\$1.60
Above \$2.17 m to \$4.55m	\$1.80
Over \$4.55m	\$2.05

The site allowance on projects which are a combination of new and renovation work shall be governed by the majority of work involved. For example, where the majority of work is new work, then the site allowance appropriate to new work shall be paid for all employees on the project.

#### 4.3 Projects within 50 km radius of Perth G.P.O. but not including the C.B.D. or West Perth (as defined)

Project Contractual Value	Site Allowance
Up to \$1 m	NIL
Above \$1 m to \$2.17 m	\$1.30
Above \$2.17m to 6m	\$1.60
Above \$6m to \$11.98m	\$1.85
Above \$11.98m to \$24.43m	\$2.05
Above \$24.43m to \$60.5m	\$2.35
Over \$60.5m	\$2.55

“**C.B.D.**”—Central Business District shall mean the area bounded by the Swan River South, Swan River East to Nile Street running into Wittenoom Street, Hill Street to Royal Street, Royal Street to Lord Street, Lord Street to Newcastle Street, along Newcastle Street to the Freeway, the Freeway South to the Perth-Fremantle railway line, along the Perth-Fremantle railway line to Dyer Street, Dyer Street through to Havelock Street, Havelock Street to Kings Park Road, Kings Park Road to Fraser Avenue, Fraser Avenue projected through to the Swan River.

“**West Perth**”—shall mean the area contained within the boundaries formed by Thomas Street, Kings Park Road, Havelock Street, Dyer Street and the Perth-Fremantle railway line back to Thomas Street.

**Boundary roads:** If a road borders between two regions in which site allowances are to be paid as per this agreement, the parties confirm that one side of such a boundary road will be deemed to fall in one region and the other side of the boundary road will be deemed to fall in the other region. For example, the eastern side of Havelock Street will be in the “CBD” and the western side of Havelock Street shall be in “West Perth”.

“**Project Contractual Value**”—shall be deemed to mean the value of all tendered work which falls under the scope of the principal contractor’s contract.

5. The site/project allowance and project contractual value detailed in this agreement shall be adjusted on 1 October each year by the total C.P.I. movements for Perth during the preceding four quarters ending 30 June and accordingly, the site allowance amounts shall be adjusted up or down to the nearest five cents.

6. Project contractual values shall be subject to review at any renewal of this agreement, but in any event shall not be adjusted by a percentage less than the total CPI movements for Perth during the preceding four quarters ending 30 June. Such adjustment being to the nearest \$10,000.

7. The agreed site allowance once set pursuant to this agreement shall be recorded in a site agreement to which the applicable principal contractor and the Union will be signatories. The level of allowance once nominated at the commencement of the project will continue without change until completion of the project.

8. It is acknowledged that on certain projects a site agreement may be entered into between the principal contractor and the building trades group of unions for that project that

may include matters regularly addressed within the industry, such as, but not limited to, the following—

- Disputes Procedures
- Occupational Health and Safety Procedures
- Demarcation Procedures
- First Aid Provisions and On-Site Amenities

and the unions will not unreasonably refuse to continue to discuss such matters if raised by the principal contractor.

9. This agreement does not apply to resource development projects or civil and engineering projects.

10. Where a dispute arises as to the application of the terms of this agreement, if the issue cannot be resolved in discussions between the parties, it is agreed that the matter will be referred to the appropriate industrial tribunal for resolution without recourse to industrial action.

11. It is a term of this agreement that all site allowance agreements entered into prior to this date will be honored by all parties and will continue to apply for the life of the particular project.

12. Where because of a condition of contract the principal contractor is required not to allow for a site allowance, before final application of this agreement, discussions will be held between the parties with a view to resolving any problems that may arise as a result of this situation.

#### 13. Productivity Allowance

In return to increase productivity and/or timely completion of projects it is agreed that a productivity allowance of \$1.00 per hour worked shall be paid to employees engaged upon projects in excess of \$10 million, or such other sum as agreed. The productivity allowance may be accumulated and paid at the end of the project.

#### 14. Structural Frame Allowance

It is agreed that a structural frame allowance of \$1.00 per hour all purpose shall be paid to all employees engaged upon

projects (new construction only) which exceed two stories in height or building where the structure exceeds 10 metres in height (excluding spires, flagpoles and the like).

#### 15. Provision of Canteen

It is agreed that canteen accommodation shall be provided where a project exceeds \$35 million in values and where the operation of the canteen is financially self supporting in respect of consumables. Canteen to come into operation when on site manning levels exceed 50 and to cease when manning levels reduce to below 50.

#### 16. Provision of Nurse

It is agreed that a qualified nurse shall be engaged where the forecast long term staffing levels for a project exceed 100 (one hundred) or when actual numbers exceed 100 notwithstanding that forecasts may have been below that level. The nurse shall commence duties when staffing levels reach (fifty) and shall terminate when levels reduce to 50 (fifty). The requirement for a provision of a nurse shall be waived if the project is adjacent to a hospital with a public emergency department.

17. This agreement shall only apply to building contracts entered into on or tendered for on or after 1 January 1999.

#### 18. Application to Apprentices

The rates prescribed in this agreement shall apply to all apprentices commencing employment after 31 December 1997 in the same proportion as the percentage of a tradesperson's wage rate as prescribed by the appropriate award or Enterprise Bargaining Agreement, being—

1st year	42%
2nd year	55%
3rd year	75%
4th year	88%