

**THE  
SISTERS OF MERCY PERTH (AMALGAMATED)  
NON – TEACHING STAFF  
ENTERPRISE BARGAINING AGREEMENT 2009**

**Agreement AG 49 of 2009**

**PART I  
PARAMETERS**

**1. - TITLE**

This Agreement shall be known as The Sisters of Mercy Perth (Amalgamated) Non-Teaching Staff Enterprise Bargaining Agreement, 2009 and shall replace The Sisters of Mercy Perth (Amalgamated) Non-Teaching Staff Enterprise Bargaining Agreement, 2006.

**2. - ARRANGEMENT**

<b>Clause No.</b>	<b>Clause Title</b>	<b>Page No.</b>
<b>Part I Parameters</b>		
1.	Title	1
2.	Arrangement	1
3.	Term	3
4.	Parties To The Agreement	3
5.	Scope	3
6.	Definitions	3
7.	Objectives	4
8.	No Reduction	4
9.	No Extra Claims	4
<b>Part II General Conditions of Service</b>		
10 A.	Accreditation Allowance	5
10 B.	Annual Leave Loading	5
10 C	Vaccinations	5
11.	Bereavement Leave, Sick Leave, Family Leave, Ceremonial Leave and Infectious Diseases Leave	5
12.	Casual Employees	8
13.	Change	8
14.	Contract of Service	9
15.	Deferred Salary Scheme	10
16.	Dispute Settling Procedures	12
17.	Higher Duties	12
18.	Leave Without Pay	13
19.	Location Allowances	13
20.	Long Service Leave	14
21.	Parental Leave	16
22.	Part-Time Employees	19
23.	Payment of Wages	19
24.	Playground Duty	20
25.	Public Holidays	20
26.	Redundancy Provisions	20
27.	Rest Pauses and Meal Breaks	22
28.	Right of Entry and Notices	22
29.	Salary Packaging	23
30.	Special Leave	23
31.	Superannuation	23
32.	Supported Wage	23

33.	Time and Wages Record	25
34.	Travelling and Motor Vehicle Allowances	26
Part III Administrative and Technical Officers		
35.	Hours	27
36.	Annual Leave	27
37.	Salaries	28
38.	Classifications	31
Part IV (Boarding House) Supervisors		
39.	Hours	33
40.	Rosters	33
41.	Vacation Leave	33
42.	Salaries	34
43.	Classifications	34
44.	Lodging Conditions	35
45.	General Conditions	35
Part V Nurses		
46.	Time Off Duty	36
47.	Vacation Leave	36
48.	Wages	37
49.	Laundry and Uniforms	37
50.	Board and Lodging	37
Part VI Psychologists and Social Workers		
51.	Period of Probation	39
52.	Holidays and vacations	39
53.	Salaries and Classifications	40
Appendix A	Parties Bound	42
Endorsements		43

### **3. - TERM**

This Agreement shall:

- (1) come into effect from the date of agreement of all parties to this Agreement
- (2) expire on 31 December 2009.
- (3) negotiations for a new Enterprise Bargaining Agreement ('EBA') will commence no earlier than 1 October 2009.
- (4) during the term of this Agreement the parties agree that the provisions of this Agreement may be reviewed by mutual agreement of the parties.

### **4. - PARTIES TO THE AGREEMENT**

This Agreement is made between the employer set out in Appendix A - Parties Bound, and

- (1) The Australian Nursing Federation, Industrial Union of Workers Perth in respect of employees employed pursuant to Clause 5 (2) (d)
- (2) The Independent Education Union of Western Australia, Union of Employees in respect of employees employed pursuant to Clause 5 (2) (a), (b) and (c).

### **5. - SCOPE**

- (1) This Agreement shall apply to those employees as defined in Clause 6. - Definitions of this Agreement employed in Western Australia by the employer as prescribed in Appendix A who are members of or are eligible to be members of the Unions party to this agreement.
- (2) This Agreement provides for all conditions contained within the following Awards;
  - (a) Independent Schools Administrative and Technical Officers Award 1993;
  - (b) Independent Schools (Boarding House) Supervisory Staff Award;
  - (c) Independent Schools Psychologists and Social Workers Award 1996;
  - (d) Nurses' (Independent Schools) Award 1962.
- (3) The number of employees covered by this Agreement is 46.

### **6. - DEFINITIONS**

This Enterprise Bargaining Agreement covers the following classifications:

- (1) Administrative and Technical Officers as defined in Part III, Clause 38. - Classifications of this Agreement;
- (2) Boarding House Supervisors as defined in Part IV, Clause 43. - Classifications of this Agreement;
- (3) Nurses as defined in Part V, Clause 48. - Wages of this Agreement;
- (4) Psychologists and Social Workers in Part VI, Clause 53. - Salaries and Classifications of this Agreement.

## **7. - OBJECTIVES**

The objectives of this Agreement are:

- (1) To consolidate and develop further, initiatives arising out of the enterprise bargaining process.
- (2) To maintain a just working environment in which education can be provided in harmony with the aims, objectives and philosophy of Catholic Education.
- (3) To provide some consistency regarding general conditions of employment that exist for the different categories of non-teaching staff employed within Catholic schools.

## **8. - NO REDUCTION**

Nothing herein contained shall entitle an employer to reduce the salary or conditions of any employee, except where provided for by this Agreement.

## **9. - NO EXTRA CLAIMS**

For the period of this Agreement there will be no further salary or conditions increase except where consistent with the State Wage Fixing Principles, or pursuant to Clause 3. - Term of this Agreement.

## PART II

### GENERAL CONDITIONS OF SERVICE

#### **10 A. – ACCREDITATION ALLOWANCE**

An employee who holds a current *Accreditation to Work in a Catholic School* certificate shall be entitled to an allowance of \$500 pa.

#### **10 B. - ANNUAL LEAVE LOADING**

Annual rates of pay contained in parts (III), (IV), (V) & (VI) of this agreement include Annual leave loading, calculated at the rate of 17.5 per cent of four weeks' wages.

#### **10 C. - VACCINATIONS**

- (1) Employees shall be provided with free influenza vaccination once annually.
- (2) Hepatitis A and Hepatitis B vaccinations shall be made available to employees on a necessary basis.

#### **11. – BEREAVEMENT LEAVE, SICK LEAVE, FAMILY LEAVE, CEREMONIAL LEAVE AND INFECTIOUS DISEASES LEAVE**

- (1) Bereavement Leave
  - (a) Subject to subclause (d) of this clause, on the death of:
    - (i) the spouse of an employee;
    - (ii) the child, step-child or grandchild of an employee;
    - (iii) the parent, grandparent, step-parent or parent-in-law of an employee;
    - (iv) brother or sister of an employee; or
    - (v) any person who, immediately before that person's death, lived with the employee as a member of the employee's family,the employee is entitled to paid bereavement leave of up to two days.
  - (b) The two days need not be consecutive.
  - (c) Bereavement Leave is not to be taken during a period of any other leave.
  - (d) An employee who claims to be entitled to paid leave under this section is to provide to the employer, if so requested by the employer, evidence that would satisfy a reasonable person as to:
    - (i) the death that is the subject of the leave sought; and
    - (ii) the relationship of the employee to the deceased person.

## (2) - Sick Leave

- (a) Use of Sick leave
  - (i) An employee shall be entitled to payment for non attendance on the ground of personal ill health or injury at the rate of twelve and a half (12 1/2) days per year, from the beginning of each year. For those employees who commence work at anytime throughout the year a pro-rata entitlement will apply.
  - (ii) The unused portion of the entitlement prescribed in paragraph (a) of this subclause in any accruing year shall accumulate and may be availed of in the next or any succeeding year.
  - (iii) Where an employee's employment is terminated prior to the end of the school year, the calculation for pro-rata entitlement of sick leave will be based on each completed week of service with the employer. Where an employee has utilised sick leave in excess of this entitlement the employer may deduct the excess portion from the final payment of wages to the employee.
  - (iv) Where an employee's employment is terminated by the employer through no fault of the employee the provisions of paragraph (iii) of this subclause shall not apply.
  - (v) An employee shall upon request to their employer be advised of their unused portion of sick leave. Where an employee has utilised sick leave in excess of their entitlement, they shall be advised of the provisions of paragraph (iii) of this subclause.
  - (vi) An employee shall not be entitled to payment for any period exceeding thirteen (13) weeks in any one year of service.
- (b) This clause shall not apply where the employee is entitled to compensation under the *Workers' Compensation and Rehabilitation Act 1981*.
- (c) An employee who claims an entitlement under this clause shall provide to the employer evidence that would satisfy a reasonable person of the entitlement.
- (d) No payment shall be made for any absence due to the employee's wilful misconduct.

## (3) - Family Leave/Carers' Leave

- (a) 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 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 paid leave shall not exceed 10 days in any calendar year and is not cumulative. Where this paid leave runs out in any one year, the employee shall be entitled to 2 days of unpaid family/carers' leave.
- (b) An employee who claims an entitlement under this clause shall provide to the employer evidence that would satisfy a reasonable person of the entitlement.
- (c) The entitlement to use sick leave is subject to:
  - (i) the employee being responsible for the care of the person concerned; and
  - (ii) the person concerned being either:
    - (aa) a member of the employee's immediate family; or
    - (bb) a member of the employee's household.

- (iii) the term “immediate family” includes:
  - (aa) a spouse (including a former spouse), of the employee; and
  - (bb) a child or an adult child (including an adopted child or a step child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.
- (iv) The employee 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 employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (d) An employee 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. Nothing contained in this clause shall prevent an employee from making application for leave as prescribed in Clause 30 -Special Leave of this Agreement.

(4) Ceremonial Leave

- (a) Employees are entitled to time off without loss of pay for cultural or ceremonial purposes, subject to agreement with the employer.
- (b) Such leave shall include leave to meet the employee’s customs, traditional law and to participate in ceremonial activities.
- (c) The employer will assess each application for ceremonial leave on its merits and give consideration to the personal circumstances of the employee seeking the leave.
- (d) The employer may request reasonable evidence of the legitimate need for the employee to be allowed time off.
- (e) Ceremonial leave may be taken as whole or part days off. Each day or part thereof, shall be deducted from:
  - (i) Special Leave for the first 3 days requested in any one year, then from:
  - (ii) the employees accumulated sick leave entitlement, or
  - (iii) the employee’s annual leave entitlements, or
  - (iv) the employee’s accrued long service leave entitlements, but in full days only, provided the employee has an entitlement to take long service leave in accordance with Clause 20 – Long Service Leave of this Agreement.
- (f) Such paid leave, even when taken from a combination of (i) to (iv) above, shall not exceed 10 days in any calendar year. Time off without pay may be granted by arrangement between the employer and the employee for ceremonial purposes.

(5) Infectious Diseases Leave

An employee shall be entitled to leave with pay when the employee contracts one of the following infectious diseases through a contact in the workplace and where the Principal is satisfied that the disease is prevalent in the workplace: German measles, chicken pox, measles, mumps, glandular fever, scarlet fever, whooping cough, rheumatic fever, hepatitis. The employee must produce a medical certificate which specifically names the disease and in such cases the leave will be not debited against sick leave.



## **12. - CASUAL EMPLOYEES**

- (1) A casual employee shall be engaged on an hourly contract of service, with a minimum payment of
  - (a) 2 hours; or
  - (b) 4 hours for psychologists and social workers; or
  - (c) 1 day for administrative and technical officers.
- (2) A casual employee shall be paid 20 per cent in addition to the rates prescribed for the work performed.
- (3) A casual employee shall be paid for all work performed on any of the days prescribed in subclause (1) of Clause 25. - Public Holidays of this Agreement at the rate of double time and one-half.
- (4) A casual employee is defined as an employee who is not employed on a regular basis and who is engaged by the employer for a period not exceeding four weeks in duration.

## **13. - CHANGE**

- (1) Employer's duty to notify
  - (a) Where an employer has made a definite decision to introduce major changes in program, organisation, curriculum, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the Union.
  - (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.
- (2) Employer's duty to discuss change
  - (a) The employer shall discuss with the employees affected and their union, inter alia, the introduction of the changes referred to in (1) (b) of this clause the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and the union, in relation to the changes.
  - (b) The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in (1)(a) of this clause.
  - (c) For the purposes of such discussion, the employer shall provide in writing to the employees concerned and the union, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

**14. - CONTRACT OF SERVICE**

- (1) (a) Each employee shall, upon engagement, be given a letter of appointment wherein the general conditions of employment are stated.
  - (b) This shall include statements of:
    - (i) the classification ;
    - (ii) the wages step relevant to the appointment;
    - (iii) the number of hours per week;
    - (iv) the weeks per year the employee is engaged for;
    - (v) whether the position is ongoing or temporary and why the position is temporary; and/or
    - (vi) any other matter specific to the contract.
  - (c) When an employee accepts an appointment within the Catholic system in Western Australia for the first time, the appointment is probationary. The probationary period will not exceed 3 months and the employee shall be subject to appraisal in the third month of employment so as to confirm ongoing employment.
- (2) The letter of appointment shall not contain any provision that is inconsistent with or contrary to any provision of this Agreement.
  - (3) Except in the case of a casual, temporary or relief employee, the termination of service of any employee shall require a minimum period of notice as set out below:

- (a) Employer's period of notice

<b>Employee's period of continuous service</b>	<b>Employer's period of Notice</b>
Up to 3 years	at least 2 weeks
More than 3 years up to 5 years	at least 3 weeks
More than 5 years	at least 4 weeks

If the employee is over 45 years of age and has served at least 2 years of continuous service this notice is to be increased by 1 week.

- (b) Notice of termination of service by an employee shall require a minimum of two (2) weeks' notice.
  - (c) Failure to give the required notice shall make that party liable to forfeiture of payment to the other party of an amount equivalent to that period of notice not given or served.
  - (d) The requirements of this subclause may be waived in part or whole by mutual agreement between the employee and the employer.
- (4) A temporary employee shall be employed in a part-time or full-time capacity for a period greater than 4 weeks' continuous service, and not more than a period of 12 months continuous service, except in the case of parental leave.
  - (5) Where the period of employment of a casual employee exceeds 5 days the notice of termination of service shall be 1 day. Where the employment is for 5 days or less the engagement shall be considered to be a specific period and notice shall not be required.

- (6) A part-time employee shall have an entitlement to sick leave, long service leave and annual leave on a pro rata basis in the proportion of which his/her hours and/or weeks worked bear to the hours and/or weeks worked of a full-time employee.
- (7) Upon termination a statement of service and a separate reference when requested by the employee shall be provided to the employee by the employer.
- (8) Nothing within this clause detracts from the employer's right to dismiss summarily any employee for serious misconduct, in which case salary and entitlements shall be paid up to the time of dismissal only.
- (9) The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Agreement, provided that such duties are not designed to promote de-skilling.

### **15. – DEFERRED SALARY SCHEME**

Employees may apply to have their salary payments deferred in accordance with the provisions of this clause.

- (1) Eligibility
  - (a) Employees who have been employed within the Catholic system for a minimum of 2 years, including full time and part time employees, 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 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 employee is to advise the employer.
  - (d) Should employment as an employee be pursued within a Catholic school, only relief work may be undertaken by the employee.
  - (e) The year of leave, the fifth year, will be taken in accordance with the conditions as prescribed within Clause 18 - Leave Without Pay of this Agreement.
- (3) Payment of Salary
  - (a) During the 4 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 an employee's normal fortnightly salary plus any associated allowances.  
  
In the fifth year, when leave is taken, the participants will receive the money contributed over the 4 year period. This amount can be paid fortnightly; in one lump sum payment; or 2 payments, 1 in each of the financial years.
  - (b) The participant will be taxed only on the amount actually received. 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 12 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 12 months at the request of the participant. Such a suspension will extend the taking of the year of leave by 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 4 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 4 years only.
- (9) Fund Management
- The scheme will be managed by the Catholic Education Office. During the 4 year accrual period, schools will remit 20% of salary foregone to the Office on a 2 or 4 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 or Commission of WA.
- (10) Portability

- (a) Employees are able to maintain their participation in the scheme should they transfer their employment between Catholic schools or to the Catholic Education Office within Western Australia.
  - (b) The employee 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 employee of the result of their application by 31 October of the same year.

## **16. - DISPUTE SETTLING PROCEDURES**

- (1) The principles of conciliation and direct negotiation shall be adopted for the purpose of prevention and settlement of any questions, disputes or difficulties that may arise in the operation of this Agreement.
- (2) The parties to the dispute shall take an early and active part in discussion and negotiation aimed at preventing or settling questions, disputes or difficulties in accordance with the agreed procedures set out here under.
- (3) The provisions of this clause shall not preclude an employee from discussing any grievance with a Union representative or a representative of their choice as he/she deems fit. Neither shall the provisions of this clause pre-empt, limit or delay the right of the Union to enter into direct negotiations with the employer to resolve matters in dispute or to address matters of mutual concern.
- (4) Procedure of Settlement of Disputes
  - (a) The employee and the employee's supervisor shall confer, identify the facts and where possible, resolve the issue.
  - (b) If not resolved, the employee and the employer shall confer and, where possible, resolve the issues.
  - (c) If not resolved, the parties to the dispute may confer with the parties to this Agreement on this matter, and where possible, resolve the issue.
  - (d) If the matter is still not settled, it may be referred to the Western Australian Industrial Relations Commission for conciliation/arbitration.
- (5) Until the matter is resolved in accordance with the above procedure, the status quo shall remain. While the above procedure is being followed, no party shall be prejudiced as to the final settlement by the continuation of work in accordance with this procedure.
- (6) It is acknowledged that if the dispute relates to an alleged ambiguity or uncertainty in this Agreement any party may at any time apply for variation of the Agreement to eliminate the alleged uncertainty or ambiguity.

## **17. - HIGHER DUTIES**

An employee engaged on duties carrying a higher rate of pay than his/her ordinary classification, shall be paid the higher rate of pay for the time so engaged, provided that the engagement is for no less than 5 consecutive days/shifts. Where an employee has worked two periods of 5

consecutive days/shifts or more in one year on duties carrying a higher rate of pay, then any subsequent higher duties in that year shall be paid for at the higher pay rate.

### **18. - LEAVE WITHOUT PAY**

- (1) While an employee has the right to apply for leave without pay the granting of such leave is at the discretion of the employer.
- (2) An employee applying for leave under this clause must state the period of such leave and the reason for which the leave is being sought.
- (3) Leave without pay does not constitute a break in service but shall not count in calculating the period of service for any purpose of this Agreement unless where otherwise provided for in this Agreement.
- (4) If an employee is granted leave without pay the question of the employee's specific duties on return to work should be considered before the granting of such leave and any arrangements made documented. If no prior arrangement is made, an employee, upon return to service shall be entitled to a position commensurate with the position held immediately prior to the commencement of such leave.
- (5) The maximum period for which leave is granted under this clause shall be 1 year.

### **19. - LOCATION ALLOWANCES**

- (1) Subject to the provisions of this clause, in addition to the wages prescribed in this Agreement an employee shall be paid the following allowances when employed in the towns described hereunder. These rates are subject to change from time to time in accordance with the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 1 of 2009.

<i>Town</i>	<i>Full Rate allowance \$ per fortnight</i>	<i>Half Rate allowance \$ per fortnight</i>
Balgo Hills	367.92	183.96
Beagle Bay	333.84	166.92
Billiluna	367.92	183.96
Boulder	33.10	16.55
Broome	241.08	120.54
Carnarvon	106.20	53.10
Derby	251.82	125.91
Esperance	67.32	33.66
Gibb River	367.92	183.96
Kalgoorlie	33.10	16.55
Karratha	263.64	131.82
Kununurra	315.52	157.76
Mulan/Lake Gregory	367.92	183.96
Mullewa	60.82	30.41
Lombadina	333.84	166.92
Port Hedland	245.32	122.66
Red Hill	301.60	150.80

Ringer Soak	367.92	183.96
Southern Cross	60.82	30.41
Tardun	107.12	53.56
Warmun/Turkey Creek	333.84	166.92
Wyndham	313.84	156.92

- (2) Except as provided in subclause (3) of this clause, an employee who has a dependant shall be paid the full rate and an employee without a dependant the half rate as prescribed in subclause (1) of this clause.
- (3) Where an employee
  - (a) is provided with board and lodging by his/her employer, free of charge; or
  - (b) is provided with an allowance in lieu of board and lodging such employee shall be paid 66 and two-third per cent of the allowances prescribed in subclause (1) of this clause.
- (4) Subject to subclause (2) of this clause, junior employees, casual employees, part-time employees, apprentices receiving less than adult rate and employees employed for less than a full week shall receive that proportion of the location allowance as equates with the proportion that their wage for ordinary hours that week is to the adult rate for the work performed.
- (5) Where an employee is on annual leave or receives payment in lieu of annual leave he/she shall be paid for the period of such leave the location allowance to which he/she would ordinarily be entitled.
- (6) Where an employee is on long service leave or other approved leave with pay (other than annual leave) he/she shall only be paid location allowance for the period of such leave he/she remains in the location in which he/she is employed.
- (7)
  - (a) For the purpose of this clause "dependant" shall take on the definition as described by the Australian Taxation Office for such purposes.
  - (b) 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 dependent spouse rebate.
- (8) Each location allowance shall be increased from 1 July each year in line with the Western Australian Department of Education and Training increases.

## **20. - LONG SERVICE LEAVE**

- (1) Subject to subclause (3) of this clause, an employee will accrue paid Long Service Leave at the following rates for each completed year of continuous service with the employer:
  - (a) up to 31 December 2006, one (1) weeks' paid long service leave except psychologists and social workers who shall be entitled to one point three (1.3) weeks' long service leave.
  - (b) from 1 January 2007, one point three (1.3) weeks' paid long service leave.
- (2) An employee who has completed a minimum of 8 years service shall be entitled to take such accumulated leave entitlement.
- (3) Employees are entitled to take long service leave in minimum periods of one week.

- (4) In calculating an employee's entitlement under this clause, continuous service with the employer prior to the 1st day of January 1997 shall be taken into account in the following manner:
- (a) In the case of an employee who has already accrued an entitlement to long service leave with the employer prior to the 1st day of January, 1997, the employee shall continue to accrue subsequent entitlements to long service leave in accordance with the provisions of subclause (1) of this clause.
  - (b) In the case of an employee who, at the 1st day of January 1997, had not accrued an entitlement to long service leave, the employee's entitlement shall be calculated on the following basis:  
  
For any period of continuous employment prior to the 1st day of January 1997, an amount calculated on the basis of 13 weeks' long service leave on full pay for each 15 years of continuous service, in accordance with the relevant award.
  - (c) In the case of an employee covered by the *Independent Schools' Administrative and Technical Officers' Award 1993* who, at the 1st day of January 1993, had not accrued an entitlement to long service leave, the employee's entitlement shall be calculated on the following basis:  
  
For any period of continuous employment prior to the 1st day of January 1993, an amount calculated on the basis of 13 weeks' long service leave on full pay for each 15 years of continuous service.
  - (d) In the case of employees who have worked less than full-time during the accrual period, long service leave shall be paid at the rate of the average of hours worked over the accrual period.
- (5) The expression "continuous service" includes any period during which the employee is absent on full pay from their duties, but does not include:
- (a) Any period exceeding two weeks during which the employee is absent on leave without pay. In the case of leave without pay which exceeds eight weeks in a continuous period, the entire period of that leave is excised in full;
  - (b) Any service of an employee who resigns or is dismissed, other than service prior to such resignation or prior to the date of any offence in respect of which they are dismissed by the employer, when that prior service has actually entitled the employee to long service leave under this clause.
- (6) Any entitlement to annual leave that falls due during the period of long service leave shall be recognised as extra leave and not included in the long service leave.
- (7) Any public holiday which occurs during the period an employee 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.
- (8) Where an employee has become entitled to a period of long service leave in accordance with this clause, the employee shall commence such leave as soon as possible after the accrual date, or in a manner mutually agreed between the employer and employee.
- (9) Payment for long service leave shall be made;
- (a) in full before the employee goes on leave, or
  - (b) by the normal fortnightly payment intervals; or
  - (c) by agreement between the employee and the employer.



- (10) Where an employee has completed at least 7 years' service but less than 10 years' service and employment is terminated-
- (a) by their death;
  - (b) in any circumstances, other than serious misconduct,
- the amount of leave shall be such proportion to the number of completed years of such service bears to 10 years.
- (11) In the case to which subclause (10) of this clause applies and in any case in which the employment of the employee 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 employee and upon termination by death, pay to the personal representative of the employee 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 they are entitled or deemed to have been entitled and which would have been taken but for termination. Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.
- (12) Where an employee is ill during a period of long service leave and produces at the time, or as soon as practicable thereafter, medical evidence that would satisfy a reasonable person that as a result of illness or injury the employee was confined to their place of residence or a medical facility for a period of at least fourteen (14) consecutive days, the employer shall grant sick leave for the period the employee was so confined and reinstate long service leave equivalent to the period of confinement.

## **21. - PARENTAL LEAVE**

- (1) Entitlement to Parental Leave
- (a) An employee who has had twelve months continuous service is entitled to a period up to 104 weeks unpaid parental leave in respect of the:
    - (i) birth of a child to the employee or the employee's spouse; or
    - (ii) adoption of a child who is not the natural child or the step-child of the employee or the employee's spouse, is under the age of 5; and has not lived continuously with the employee for 6 months or longer.
  - (b) An employee who has an entitlement to parental leave under subclause (a) above and who is identified as the mother of the child or the primary care giver of the child in the case of an adoption, and who has completed 24 months continuous service in Catholic Education in Western Australia shall be entitled, upon application for a minimum of 1 terms leave to a Parental Payment equivalent to 14 weeks salary. Any holiday pay adjustment required as a result of the parental leave shall be made at the time the Parental Payment is made to the employee.

The salary rate to be applied shall be the employee's weekly rate of pay at the time of making the application for the leave.
  - (c) A pregnant employee may commence the period of parental leave any time up to 6 weeks before the expected date of birth. Any other primary care giver may commence the period of parental leave from the birth date or for the purposes of adoption from the placement of the child.
  - (d) The parental leave entitlement of up to a maximum of 104 weeks may be shared between parents but shall not be taken concurrently except
    - (i) for 1 week at the time of the birth or placement of a child or
    - (ii) with the approval of the employer.

- (e) Where less than the 104 weeks of parental leave is taken the unused portion shall not be preserved in any way.
  - (f) A further period of parental leave resulting from a subsequent pregnancy may be taken without a return to work and shall be deemed to be a new and separate period of parental leave. This further period of parental leave shall be for an agreed period of no more than 104 weeks and shall commence from the date of birth and the employee shall return to work from the commencement of a school semester unless by agreement with the employer.
- (2) Birth of a child
- (a) An employee shall provide the employer with a medical certificate from a registered medical practitioner naming the employee, or the employee's spouse confirming the pregnancy and the estimated date of birth.
  - (b) If the pregnancy results in other than a live child, the entitlement to the Parental Payment remains intact.
- (3) Adoption of a child
- (a) An employee seeking to adopt a child shall be entitled to 2 days unpaid leave to attend interviews or examinations required for the adoption procedure. Employees working or residing outside the Perth metropolitan area are entitled to an additional day's unpaid leave. The employee may take any paid leave entitlement in lieu of this leave.
  - (b) If an application for parental leave has been granted for the adoption of a child, which does not eventuate, then the application for the parental leave Parental Payment is terminated. Employees may take any other paid entitlement in lieu of the terminated parental leave or return to work.
- (4) Other leave entitlements
- (a) An employee proceeding on parental leave may elect to substitute any part of that leave with long service leave, or annual leave where applicable, for the whole or part of the period of parental leave.
  - (b) An employee on parental leave is not entitled to paid sick leave and other paid absences other than as specified in subclause (a) and (c) of this clause.
  - (c) Should the birth result in other than a live child, the employee shall be entitled to such a period of paid sick leave or unpaid leave for a period certified as necessary by a registered medical practitioner.
  - (d) Where a pregnant employee not on parental leave suffers illness related to the pregnancy or is required to undergo a pregnancy related medical procedure the employee may take any paid sick leave to which the employee is entitled or unpaid leave for a period as certified necessary by a registered medical practitioner.
- (5) Notice and Variation
- (a) The employee shall give not less than 10 working weeks notice in writing to the employer of the date the employee proposes to commence parental leave stating the period of leave to be taken.
  - (b) An employee seeking to adopt a child shall not be in breach of subclause (a) of this clause by failing to give the required period of notice if such failure is due to the requirement of the adoption agency to accept earlier or later placement of a child, or other compelling circumstances.
  - (c) An employee on or proceeding on parental leave may elect only once to extend the period of parental leave stated in the original application, provided 6 working weeks written notice is provided.

(6) Transfer to a Safe Job

- (a) Where illness or risks arising out of pregnancy or hazards connected with the work assigned to the pregnant employee make it inadvisable for the employee to continue in her present duties, the duties shall be modified or the employee may be transferred to a safe position at the same classification level until the commencement of parental leave.
- (b) If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to take leave for such period as is certified necessary by a registered medical practitioner and such leave shall be included in the period up to 104 weeks unpaid parental leave.

(7) Replacement Employee

Prior to engaging a replacement employee the employer shall inform the person of the temporary nature of the employment and the entitlements relating to the return to work of the employee on parental leave.

(8) Return to Work

- (a) An employee shall confirm the intention to return to work by notice in writing to the employer not less than 6 working weeks prior to the expiration of parental leave save that the employee is not entitled to return to work whilst on the minimum one term's leave.
- (b) Provided the requirements of subclause (a) above have been met, an employee shall be entitled to a position commensurate with the employee's qualifications, experience and previous classification.
- (c) The employee shall return to work from the commencement of a school term unless by agreement with the employer.
- (d) Subject to the employer's approval, the employee 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.
- (e) Before commencing a period of part-time employment under this subclause the employer and the employee shall agree in writing ;
  - (i) that the employee may work part-time;
  - (ii) upon the hours to be worked by the employee, the days upon which they will be worked and the commencing times for the work;
  - (iii) upon the period of part-time employment.

(9) Effect of Parental Leave on the Contract of Employment

- (a) A temporary employee shall have the same entitlement to parental leave. However, the period of leave granted shall not extend beyond the term of the temporary contract.
- (b) Absence on parental leave shall not break the continuity of service of employees but shall not be taken into account in calculating the period of service for any purpose under this Agreement
- (c) An employee on parental leave may terminate employment at any time during the period of leave by written notice in accordance with this Agreement.
- (d) An employer shall not terminate the employment of an employee on the grounds of the employee's application for parental leave or absence on parental leave but otherwise the rights of the employer in respect of termination of employment are not affected.

## **22. - PART-TIME EMPLOYEES**

- (1) Notwithstanding anything contained in this Agreement, employees may be regularly employed to work less hours per week and/or weeks per year than are prescribed in the applicable clauses of this Agreement, and such employees shall be remunerated at a weekly rate pro rata to the rate prescribed for the classification of work on which they are engaged in the proportion which their hours of work bear to the Hours clause of this Agreement, for their classification and level of work.
- (2) When an employee is employed under the provisions of this clause, he/she shall receive payment for annual/vacation leave, and sick leave on a pro-rata basis in the same proportion as the number of hours regularly worked each week bears to a full-time employee of the same classification.
- (3) Additional Hours
  - (a) where an employer requires and the part time employee agrees to work additional hours, the employee shall be paid for each additional hour or part thereof at the employee's normal part time hourly rate of pay.
  - (b) such additional hours worked under this agreement shall not result in proportional adjustments under any other clause in this Agreement.
  - (c) where additional hours are being undertaken for more than 5 consecutive weeks, the employee's part time fraction shall be altered accordingly.
  - (d) Superannuation contributions in accordance with clause 31 – Superannuation of this agreement, will be paid on such additional hours.

## **23. - PAYMENT OF WAGES**

- (1) Wages shall be paid fortnightly or monthly.
- (2) The employer shall provide an electronic or printed pay advice slip showing gross wage and any deductions made for such pay period. It shall detail:
  - a. The employee's name;
  - b. Hourly rate;
  - c. Classification descriptor;
  - d. School;
  - e. Overtime;
  - f. Penalties;
  - g. Allowances;
  - h. Annual leave;
  - i. Gross wage; and
  - j. Deductions broken down to:
    - (i) taxation;
    - (ii) other;and the net wage.
- (3) The school shall provide the employee with records detailing accrued long service leave once annually.
- (4) On termination of employment the employer shall pay to the employee all moneys payable to that employee before the employee leaves the premises or the same shall be forwarded to the employee by post on the following day.

- (5) Error in Payment  
When an error in payment of wages and/or allowances has been made, discussions should take place between the employee and the employer/principal regarding a scheme of payment to rectify the error.

#### **24. - PLAYGROUND DUTY**

Where an employee is required to perform playground supervision, such supervision shall be counted in their hours worked and be so rostered as to allow a fair and reasonable midday meal break in accordance with Clause 27 – Rest Pauses and Meal Breaks.

#### **25. - PUBLIC HOLIDAYS**

- (1) The following days, or the days observed in lieu shall, subject to subclause (3) of this clause, be allowed as holidays without deduction of pay namely: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day.
- (2) (a) When any of the days mentioned in subclause (1) of this clause falls on a Saturday or a Sunday the holidays shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or a Monday the holiday shall be observed on the next succeeding Tuesday.
- In each case the substituted day shall be a holiday without deduction of pay and the day for which it is substituted shall not be a holiday.
- (3) An employee who, on a day observed as a holiday under this clause is required to work during his/her ordinary hours of work shall be paid for the time worked at the rate of 2.5 times their ordinary rate or, if he/she agrees, be paid for the time worked at the rate of time and one-half and in addition be allowed to take a day's leave with pay on a day mutually acceptable to the employer and the employee.
- (4) The provisions of this clause shall not apply to casual employees.

#### **26. – REDUNDANCY PROVISIONS**

- (1) Should an employee 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 which ever is the greater, shall apply.
- (2) Discussions Before Termination
- (a) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the employer shall hold discussions with the employees directly affected and with his/her union, where applicable.
- (b) The discussion shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of paragraph (a) of this subclause and shall cover among other things, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to minimise any adverse affect of any terminations on the employees concerned. The employer will confirm the content of these discussions in writing.

(3) Notice Period of Termination on Redundancy

- (a) If the services of an employee are to be terminated due to redundancy, the employee shall be entitled to notice of termination as prescribed in Clause 14. - Contract of Service, of this Agreement, provided that employees to whom notification of termination of service is to be given because of the introduction of automation or other like technology changes shall be given not less than three (3) months' notice of termination.
- (b) Should the employer fail to give notice of termination as required in subclause 3(a) the employer shall pay to the employee an amount calculated in accordance with the ordinary rate of pay for a period being the difference between the notice given and that required to be given.
- (c) Payment of Notice Treated as Service - If an employer makes payment for all or any of the period of notice prescribed, then the period for which such payment is made shall be treated as service for the purposes of calculating any service related entitlements of the employee arising pursuant to this Agreement and shall be deemed to be service with the employer for the purposes of Long Service Leave.

(4) Employee Leaving During Notice

An employee whose employment is to be terminated for reasons set out in this clause may terminate employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. This is with the provision that in such circumstances the employee shall not be entitled to payment instead of notice.

(5) Time Off During Notice Period

- (a) During the period of notice of termination of employment given by an employer, an employee whose employment is to be terminated for reasons set out in this clause shall be entitled for the purpose of seeking other employment, to be absent from work for eight ordinary hours without deduction of pay.
- (b) An employee who claims to be entitled to paid leave under this clause is to provide to the employer evidence that would satisfy a reasonable person of the entitlement.

(6) Severance Pay

Where a school proposes to make one or more positions redundant the employer shall make redundancy payments to those employees made redundant as follows:

<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.

In calculating the years of service of an employee, all continuous service within Catholic schools in Western Australia will be considered and not only the service completed at the current school.

(7) Alternative Employment

An employer, in a particular redundancy case, may make application to the Western Australian Industrial Relations Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee save that no redundancy payment is applicable where the person agrees to redeployment in an equivalent position in another Catholic school in Western Australia.

(8) Employees Exempted

This clause shall not apply to relief or temporary employees or where employment is terminated as a consequence of conduct that justifies instant dismissal.

- (9) Continuity of service for all purposes of this Agreement shall apply where an employee has been made redundant and is re-employed by a Catholic school within six months.

### **27. - REST PAUSES AND MEAL BREAKS**

- (1) All employees shall be allowed a tea break of 10 minutes daily between the second and third hour from starting time each day. Such tea break shall be counted as time worked: provided that such employees responsible for supervising children shall be rostered to ensure children remain supervised at all times whilst allowing staff their break.
- (2) All employees shall be allowed a meal break of not less than 30 minutes nor more than one hour between the hours of 12.00 noon and 2.00 pm. Such time shall not count as time worked.
- (3) Employees classified in Part IV (Boarding House Supervisors) of this Agreement who are rostered on duty during meal times shall be entitled to a meal and shall be allowed sufficient time to have such meal.

### **28. - RIGHT OF ENTRY**

- (1) An authorised representative of the Union may enter, during working hours, any premises where employees work, for the purposes of holding discussions at the premises with those employees.
- (2) The authorised representative will normally provide the employer/principal with 48 hours prior notification of entry.
- (3) The meeting/discussions will not disrupt the employee's performance of his/her duties.
- (4) The Principal shall provide a venue that
- (a) can accommodate any and all relevant employees who wish to participate,
  - (b) does not interfere with the right of any and all employees who do not wish to participate, and
  - (c) is conveniently located and has appropriate meeting facilities.
- (5) The Principal shall normally provide the Unions and staff with 24 hours notice of the meeting venue.
- (6) Where discussions are of an urgent nature and upon a request being made to the Principal, the Principal may approve paid time off to meet with the authorised Union representative. Such approval will not be unreasonably withheld.
- (7) Notices
- Materials provided by the unions will be displayed on a notice board or a mutually agreed location, which is easily accessible by employees.

### **29. - SALARY PACKAGING**

In compliance with the Catholic Education Commission of Western Australia's policy statement, salary packaging shall be available to employees.

### **30. – SPECIAL LEAVE**

- (1) An employee shall on sufficient cause being shown, be granted special leave with pay.
- (2) “Sufficient cause” is defined as a matter or situation for which
  - (a) no other arrangements can reasonably be made
  - (b) the absence from duty is required due to pressing necessity
- (3) The period determined is at the discretion of the employer having regard for all of the circumstances but would not normally exceed 3 days in any one instance.
- (4) Such discretion is not to be harshly or unfairly exercised.

### **31. - SUPERANNUATION**

- (1) The superannuation provisions contained in this Agreement shall operate subject to the requirements and regulations of relevant State and Commonwealth Legislation.
- (2) Notwithstanding (1), all contributions shall be remitted within a 28 day period beginning immediately after the end of the month in which they were attributable.
- (3) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the employee into an approved Superannuation fund.

### **32. - SUPPORTED WAGE**

- (1) This clause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement. In the context of this clause, the following definitions will apply:
  - (a) ‘Supported Wage System’ means the Commonwealth Government system to promote employment for people who cannot work at full Agreement wages because of a disability as documented in “[Supported Wages System: Guidelines and Assessment Process]”.
  - (b) ‘Accredited Assessor’ means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual’s productive capacity within the Supported Wage System.
  - (c) ‘Disability Support Pension’ means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.
  - (d) ‘Assessment instrument’ means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.
- (2) Eligibility Criteria

Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension. (The clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers’ compensation legislation or any



provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their current employment).

The clause also does not apply to employers in respect of their facility, programme, undertaking, services or the like which receives funding under the Disability Services Act 1988 and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under s10 or s12A of the Act, or if a part has received recognition, that part.

(3) Supported Wage Rates

Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this Agreement for the class of work which the person is performing according to the following schedule:

Assessed Capacity (Clause 1.3)	% of prescribed rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

\* (Provided that the minimum amount payable shall be not less than \$45 per week). Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

(4) Assessment of Capacity

For the purpose of establishing the percentage of the rate to be paid to an employee under this Agreement, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

- (a) the employer and the union in consultation with the employee or, if desired by any of these; or
- (b) the employer and an accredited Assessor from a panel agreed by the parties to the Agreement and the employee.

(5) Lodgement of Assessment Instrument

- (a) All assessment instruments under the conditions of this clause, including the appropriate percentage of the Agreement wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Western Australian Industrial Relations Commission.
- (b) All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union which is party to the Agreement, is not a party to the assessment, it shall be referred by the Registrar to the union by certified mail and shall take effect unless an objection is notified to the Registrar within 10 working days.

(6) Review of Assessment

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in

accordance with the procedures for assessing capacity under the Supported Wage System.

(7) Other Terms and Conditions of Employment

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other employees covered by this Agreement paid on a pro-rata basis.

(8) Workplace Adjustment

An employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other employees in the area.

(9) Trial Period

(a) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.

(b) During the trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.

(c) The minimum amount payable to the employee during the trial period shall be no less than \$45 per week; or, in the case of paid rates agreement, the amount payable to the employee during the trial period shall be \$45 per week or such greater amount as is agreed from time to time between the parties (taking into account the Department of Social Security/Centrelink income test free areas for earnings) and inserted into this Agreement.

(d) Work trials should include induction or training as appropriate to the job being trialed.

(e) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under subclause (4) of this clause.

### **33. - TIME AND WAGES RECORD**

(1) (a) The employer shall keep or cause to be kept, a record or records containing the following particulars:

(i) Name of each employee.

(ii) The nature of their work and the date of commencement.

(iii) The hours worked each day and each week.

(iv) The wages and overtime (if any) paid each week.

(v) The age and date of birth of each junior employee.

(vi) All paid and unpaid leave.

(b) The employer shall provide an electronic or printed salary advice slip showing gross salary and any deductions made for such pay period.

(2) Inspection of Records

- (a) An authorised representative of the employee may enter, during work hours, any premises where the employee works, for the purpose of investigating any suspected breach of the Industrial Relations Act 1979, the Long Service Leave Act 1958, the Minimum Conditions of Employment Act 1993, the Occupational Safety and Health Act 1984 or an award, order, industrial agreement or employer-employee agreement that applies to any such employee.
- (b) For the purpose of investigating any such suspected breach, the authorised representative may:
  - (i) subject to the provisions of the relevant Act, Award, Order, Industrial Agreement or Employer-Employee Agreement require the employer to produce for the representative's inspection, during working hours at the employer's premises or at any mutually convenient time and place, any employment records or other documents kept by the employer that are related to the suspected breach;
  - (ii) make copies of the entries in the employment records or documents related to the suspected breach; and
  - (iii) during working hours, inspect or view any work, material, machinery, or appliance, that is relevant to the suspected breach.
- (c) The authorised representative will provide written notice of at least:
  - (i) 24 hours if the records and documents are kept on the employer's premises; or
  - (ii) 48 hours if the records are kept elsewhere

#### **34. - TRAVELLING AND MOTOR VEHICLE ALLOWANCES**

- (1) Where an employee is required by the employer to work away from the employee's usual place of employment, the employer shall pay the employee any reasonable traveling expenses incurred except where an allowance is paid in accordance with subclause (2) of this clause.
- (2) Employees required and authorised by their employer to use their own motor vehicle in the performance of their duties shall be entitled to claim and, where such a claim is made, be paid an allowance at the rate per kilometre as set down from time to time by the Australian Taxation Office for tax purposes.

## **PART III**

### **ADMINISTRATIVE AND TECHNICAL OFFICERS**

#### **35. - HOURS**

- (1) The ordinary hours of duty for a full-time employee shall be 37.5 hours per week Monday to Friday inclusive and the hours of duty per day and shall be fixed by agreement between the employee and the employer.
- (2) A full-time employee works a minimum of 40 weeks per year. An employee who has worked all 4 terms will be deemed to have worked the minimum 40 weeks.
- (3) An employee shall be offered a work contract based on 40, 44 or 48 weeks work in accordance with the Salary schedule Clause 37. – Salaries.
- (4) An employee working 40 or 44 weeks who works extra days shall be paid for those days at a daily rate.
- (5) In the absence of any agreement reached in accordance with subclause (1) of this clause, the following hours of duty shall apply:

The ordinary hours of duty shall not exceed 37.5 hours per week and shall be worked on Monday to Friday, between the hours of 7.00 am. and 6.00 pm. Existing (on the date of registration) employees' spread of hours shall only be changed outside of 8:00 am and 5:00 pm by mutual consent.

- (6)
  - (a) All time worked at the direction of the employer before the usual starting time or after the usual finishing time, or beyond 7.5 hours in any one day, or outside the spread of hours as prescribed under subclause (1) or (5) of this clause, shall be deemed overtime.
  - (b) By agreement overtime may be taken as time in lieu for actual time worked or may be paid for at the rate of time and one-half for the first two hours and double time thereafter provided that all overtime worked on Saturday or Sunday shall be paid for at the rate of double time.

#### **36. - ANNUAL LEAVE**

- (1) An employee who has completed 12 months' continuous service, or who has worked 4 terms in a calendar year or who has been employed for a minimum of 40 weeks in a calendar year shall be entitled to 20 days' paid annual leave.
- (2) Leave may be taken at a time agreed to between the employer and the employee.
- (3) If after one week's continuous service in any qualifying period an employee lawfully leaves his/her employment or his/her employment is terminated by the employer through no fault of the employee, the employee shall be paid salary in lieu of annual leave proportionate to their length of service calculated to the nearest completed week of service.
- (4) If an employee's commencement is after 1 January, then, by agreement between the employer and the employee, the employee may be granted pro-rata annual leave to the end of the calendar year. Subsequent years of employment can commence on 1 January.

**37. - SALARIES**

- (1) (a) The minimum salary, according to classification and experience, payable to an employee shall be:

<b>Effective 1 January 2009</b>	<b>Category A 48 weeks work</b>	<b>Category B 44 weeks work</b>	<b>Category C 40 weeks only</b>
<b>Salary/Level</b>	<b>Annual Rate</b>	<b>Annual Rate</b>	<b>Annual Rate</b>
<b>LEVEL 1.1</b>	\$33,545	\$31,641	\$29,069
1.2	\$33,956	\$32,029	\$29,425
1.3	\$34,347	\$32,398	\$29,764
1.4	\$34,739	\$32,768	\$30,104
1.5	\$35,149	\$33,154	\$30,459
1.6	\$35,560	\$33,542	\$30,815
<b>LEVEL 2.1</b>	\$36,753	\$34,667	\$31,849
2.2	\$37,575	\$35,443	\$32,561
2.3	\$38,357	\$36,180	\$33,239
2.4	\$39,179	\$36,956	\$33,951
2.5	\$39,981	\$37,712	\$34,646
2.6	\$40,783	\$38,469	\$35,341
<b>LEVEL 3.1</b>	\$42,387	\$39,982	\$36,731
3.2	\$43,365	\$40,904	\$37,579
3.3	\$44,323	\$41,902	\$38,495
3.4	\$45,281	\$42,711	\$39,239
3.5	\$46,259	\$43,634	\$40,086
3.6	\$47,218	\$44,538	\$40,917
<b>LEVEL 4.1</b>	\$44,812	\$42,269	\$38,832
4.2	\$46,416	\$43,782	\$40,222
4.3	\$48,020	\$45,295	\$41,612
4.4	\$49,643	\$46,826	\$43,019
4.5	\$51,247	\$48,339	\$44,409
4.6	\$52,851	\$49,852	\$45,799

Effective 1  
April 2009

Salary/Level	Category A 48 weeks work Annual Rate	Category B 44 weeks work Annual Rate	Category C 40 weeks only Annual Rate
<b>LEVEL 1.1</b>	\$35,695	\$33,669	\$30,932
1.2	\$36,132	\$34,082	\$31,311
1.3	\$36,548	\$34,474	\$31,671
1.4	\$36,965	\$34,868	\$32,033
1.5	\$37,402	\$35,279	\$32,411
1.6	\$37,839	\$35,692	\$32,790
<b>LEVEL 2.1</b>	\$39,109	\$36,889	\$33,890
2.2	\$39,983	\$37,714	\$34,648
2.3	\$40,815	\$38,499	\$35,369
2.4	\$41,690	\$39,324	\$36,127
2.5	\$42,543	\$40,129	\$36,867
2.6	\$43,397	\$40,934	\$37,606
<b>LEVEL 3.1</b>	\$45,104	\$42,544	\$39,085
3.2	\$46,144	\$43,526	\$39,987
3.3	\$47,270	\$44,588	\$40,963
3.4	\$48,183	\$45,449	\$41,754
3.5	\$49,224	\$46,430	\$42,656
3.6	\$50,244	\$47,393	\$43,540
<b>LEVEL 4.1</b>	\$47,684	\$44,978	\$41,321
4.2	\$49,391	\$46,588	\$42,800
4.3	\$51,098	\$48,198	\$44,279
4.4	\$52,825	\$49,827	\$45,776
4.5	\$54,531	\$51,437	\$47,255
4.6	\$56,238	\$53,047	\$48,734

- (b) On appointment an employee shall be placed at the appropriate salary level according to full time equivalent experience and the classifications as prescribed in Clause 38. - Classifications of this Agreement.
- (c) An employee shall receive in their Letter of Appointment details of their contracted weeks worked and which category of employment they are in.
- (d) When an employee in Categories B or C works an extra week/day they will be remunerated as follows:
  - (i) Using the equivalent Category A salary divided by 52.16 for an extra week, and
  - (ii) Using the weekly salary obtained in step 1 above, divided by 5 for an extra day.
  - (iii) The additional time worked can be annualised when known annually in advance or paid in the following pay when they have agreed to work at shorter notice.
- (e) Ongoing or temporary employees working the whole of the year, shall not be paid for less than 40 weeks where all 4 terms are worked.
- (f) Temporary employees' shall have their weekly rate of pay calculated as follows;
  - a + 5.2 (to a max of 52.16) / weeks per year (52.16) x annual salary rate Category A
  - a = Number of weeks worked (In years where there are 5 professional development days to conclude the year, these days may be completed by employees when they are part of whole of school professional development on non-pupil instructional days or evening; or if they have worked days in lieu on non-pupil instructional days).
  - 5.2 = 4 weeks annual leave plus 1.2 for public holidays that occur in school holidays
  - (ii) The rate of pay prescribed in this clause shall apply for all purposes of this Agreement.

Notes :

  1. Where an employee works the whole of the year, 'a' shall not be less than 40 where all 4 terms are worked.
  2. for temporary employees who work less than the whole of the year
    - (a) 'a' shall be expressed as whole weeks and
    - (b) a pro rata amount of 5.2 shall be paid.
- (g) An employee appointed to a salary rate shall proceed by annual full time equivalent increments to the maximum of that classification level.
- (h) If during progression through the salary steps, and within an appropriate time frame 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, then the employer shall state the reasons in writing to the employee concerned.
  - (i) Such reasons should indicate the areas where the employer considers improvement is required.
  - (ii) If the improvement required is achieved, then the employee shall then proceed to his/her appropriate salary level.
- (i) An employee shall only progress from one level to another in accordance with the provisions as prescribed in Clause 38. - Classifications of this Agreement.

- (j) The years of experience are indicated by the equivalent number of steps from the entry level.

(2) Junior Classification

An employee under the age of 20 years shall receive the following percentages of the rate appropriate to Level 1.

Under 17 years of age	60%
17 years of age	70%
18 years of age	80%
19 years of age	90%

### **38. - CLASSIFICATIONS**

On commencement of employment, the employee shall be placed in one of the following levels dependent upon classification, qualification and experience:

(1) Level 1

- (a) An employee at this level requires no prior experience or formal qualifications in the performance of the job and works under direct supervision.
- (b) Examples of positions which may appropriately be classified as Level 1:  
General clerical assistant, switchboard operator, word processing operator, data entry operator, laboratory attendant, school secretary and any other clerical assistant employed within the terms of Clause 5 of this Agreement.

(2) Level 2

- (a) An employee at this level performs duties under general supervision, may have acquired some relevant qualifications and is competent in the performance of tasks associated within Level 1 positions.
- (b) Examples of positions which may appropriately be classified as Level 2, in addition to those prescribed for Level 1, are as follows:  
Library assistant, laboratory assistant, accounts clerk, word processing operator, data process operator, secretarial duties, receptionist/switchboard operator and school secretary.

(3) Level 3

- (a) An employee at this level works as a competent skilled autonomous employee and has knowledge, skills and demonstrated capacity to undertake complex tasks. The employee is likely to have TAFE/tertiary or equivalent qualifications.
- (b) Examples of positions which may appropriately be classified as Level 3:  
Technician employed in the audio visual, computer, media, library or laboratory departments and/or any other technician employed in the school, secretary, bookkeeper, computer system supervisor, senior clerk or senior computer operator, accounts officer, records officer and school secretary.

(4) Level 4

- (a) An employee at this level, through formal qualification or job responsibility, is fully competent in the performance of the job function.



An employee at this level would have a high degree of autonomy, initiative and discretion in the work program and would be responsible for the supervision of other administrative and/or technical employees.

- (b) Examples of positions which may appropriately be classified as Level 4:  
Assistant bursar and/or registrar, senior finance employee, senior laboratory technician, school and/or principal's secretary in a secondary school and office manager with supervisory duties.

## **PART IV**

### **BOARDING HOUSE SUPERVISORS**

#### **39. - HOURS**

- (1) Subject to this Agreement, the working days and hours of duty shall be determined by written agreement between the employer, the employee and the Union.
- (2) In the event of no agreement being reached in regard to hours of duty then the matter may be referred to the Western Australian Industrial Relations Commission for determination.

#### **40. - ROSTERS**

- (1) The hours of duty for each employee shall be set out in a roster which shall contain the following details:
  - (a) the name of the employee/s;
  - (b) the starting and finishing times of each employee's shift, including any breaks which may be required during such shift;
  - (c) the day/s on which each employee is off duty.
- (2) Such rosters shall be drawn up and posted one week in advance and may only be altered by agreement between the employer and the employee concerned.
- (3) Where agreement cannot be reached, pursuant to sub clause (2) of this clause, the employer may change the roster provided that not less than twelve hours' notice of such change is given to any employee so affected.

#### **41. - VACATION LEAVE**

- (1)
  - (a) Except as hereinafter provided, an employee shall be allowed the holidays granted by the school in which they are employed, including term and Christmas vacations, without deductions of pay. An employee may be required for duty prior to the beginning of each term and following the end of each term for the purposes of preparing for the opening and/or closure of the boarding house.
  - (b) The holidays granted by the school are those granted to teachers in the gazetted year by the CEOWA.
- (2) If after four weeks' continuous service in any calendar year an employee lawfully terminates employment or such employment is terminated by the employer through no fault of the employee, the employee shall be paid salary in lieu of vacation leave proportionate to the length of service. Provided that an employee who was actually engaged for all school terms in that calendar year shall be entitled to be paid for the whole of the vacation period of that year.
- (3) Where an employee has been paid for leave which at the time of termination has not been fully accrued, the employer may deduct from any monies owed, that portion to which the employee is not entitled. Where the employment of an employee is terminated by the employer prior to the attainment of the accrued vacation leave, then the provisions of this subclause shall not apply.
- (4) At any time in respect of which an employee is absent from work except time for which the employee is entitled to claim sick leave or leave provided for in the terms of this Agreement, shall not count for the purpose of determining the rights to vacation leave.

## **42. - SALARIES**

(1) The minimum annual salary payable to employees shall be as follows:

(a) Supervisor:

	1 January 2009	1 April 2009
SALARY LEVEL	Annual Rate \$	Annual Rate \$
Step 1	\$33,874	\$36,045
Step 2	\$35,114	\$37,365
Step 3	\$36,762	\$39,118
Step 4	\$38,411	\$40,873
Step 5	\$40,062	\$42,630
Step 6	\$41,711	\$44,384
Step 7	\$44,186	\$47,018
Step 8	\$46,661	\$49,652

(b) Houseparent:

Notwithstanding the provision of paragraph (a) of this subclause, the maximum salary level for this classification shall be that determined as the fifth year of experience.

(c) Relief Supervisors and Houseparents

(i) A relief supervisor shall be paid per rostered shift at a rate calculated at Step 6 of subclause (a) of this clause, divided by 200.

(ii) A relief houseparent shall be paid per rostered shift at a rate calculated at Step 5 of subclause (a) of this clause, divided by 200.

(2) On appointment as a supervisor at a boarding school, the employer shall, on production of satisfactory evidence by the employee of previous full-time equivalent experience in a similar school position, place that employee on a salary point commensurate with such previous experience. Progression through the wages scale shall be by annual full time equivalent increment.

(3) A Boarding House Supervisor who has completed 12 months service at Step 6 effective 1 January 2009, shall move to step 7.

(4) When a Boarding House Supervisor completes the Residential Supervisors Certificate they shall be credited with one extra year's experience for salary purposes.

## **43. - CLASSIFICATIONS**

(1) "Houseparent" - shall mean any supervisor who works under the direct supervision of a resident teacher or supervisor, is a non-resident at the school and who is required for duty either prior to and/or during and/or immediately following each school day Monday to Friday.

(2) "Part-Time Supervisor" - shall mean an employee who works less hours than those usually worked by a full time supervisor at that boarding house.

(3) "Relief Supervisor" - shall mean an employee employed by the shift as per the boarding house roster for a period not exceeding four weeks.

(4) "Shift" - shall mean the defined hours of duty (including broken periods) allocated to an employee in accordance with the work roster, for any 24 hour period.

- (5) "Supervisor" - shall mean an employee who is employed to supervise in accordance with Clause 5. - Scope of this Agreement.

#### **44. - LODGING CONDITIONS**

- (1) Lodging facilities are to be provided free of charge for any employee required to sleep over in a boarding house.
- (2) An employee who is required to sleep over in a boarding house shall have access to kitchen and laundry facilities and shall be provided with adequate privacy and security for personal property including any private motor vehicle utilised by the employee.

#### **45. - GENERAL CONDITIONS**

The employer shall make provision for the following:

- (1) A boarding house supervisor is to be on duty at all times that boarders require supervision except where such supervision is conducted by a teacher or in sick bay where the supervision is carried out by the school nurse.
- (2) Access by employees to telephone facilities for emergency use.

## **PART V**

### **NURSES**

#### **46. - TIME OFF DUTY**

All employees shall be entitled to forty-eight hours off duty each week, such hours shall be consecutive unless the employee and employer agree otherwise.

#### **47. - VACATION LEAVE**

- (1) (a) Except as hereinafter provided, an employee shall be allowed the leave granted by the school in which he/she is employed without deduction of pay: provided that such leave shall be not less than six weeks during Christmas vacation nor ten days during each of the term vacations.
- (b) The holidays granted by the school are those granted to teachers in the gazetted year by the CEOWA.
- (2) If after one month's continuous service in any qualifying twelve monthly period an employee terminates his/her employment or his/her employment is terminated by the employer through no fault of the employee, the employee shall be paid for such proportion of vacation leave as the number of completed months of his/her service in that qualifying period bears to the full qualifying period of twelve months.
- (3) Any time in respect of which an employee is absent from work except time for which he/she is entitled to claim sick leave or time spent on school holidays or vacation leave as prescribed by this clause shall not count for the purpose of determining his/her rights to paid leave.
- (4) An employee who is justifiably dismissed for misconduct shall not be entitled to the benefits of the provisions of this clause.
- (5) No employee shall, during any period when he/she is on leave engage in any employment for hire or reward in substitution for the employment from which he/she is on leave, and if an employee breaches this provision she/he shall thereupon forfeit his/her right of leave upon which he/she has entered, and the employer shall be entitled to withhold any further payment in respect of the period and to reclaim payments already made on account of such period of leave.
- (6) This clause shall not apply to casual employees.

#### **48. - WAGES**

- (1) The minimum rate of wages payable to employees covered by this Agreement shall be as follows:

	1 January 2009	
	Hourly Rate \$	Annual Rate \$
1st Year	\$21.61	\$42,845
2nd Year	\$22.66	\$44,914
3rd Year	\$23.71	\$47,003
4th Year	\$24.76	\$49,072
5th Year	\$25.80	\$51,141
6th Year	\$26.85	\$53,209
7th Year	\$27.89	\$55,279
8th Year	\$28.94	\$57,368

- (2) Progression through the abovementioned scale shall be by annual full time equivalent increments.
- (3) Where an employee is appointed to the position of Nurse, previous relevant nursing experience in an independent school or at a similar level, shall be taken into account in determining the appropriate incremental level. Experience shall include time spent in relevant post basic courses.
- (4) Nurse shall mean one who is registered or entitled to be registered as a general trained nurse in Western Australia under the *Nurses Act, 1968 - 1980*.
- (5) The onus of proof of previous experience shall rest with the employee.

#### **49. - LAUNDRY AND UNIFORMS**

- (1) Where an employee is required by the employer to wear a special uniform, sufficient uniforms shall be provided at the employer's expense. In lieu of providing uniforms, the employer shall pay an allowance of \$4.86 per week to the employee.
- (2) Uniforms shall be laundered free of cost to employees. Where the uniforms of an employee cannot be laundered by the school an allowance of \$1.55 per week shall be paid to the employee.
- (3) For the purpose of this paragraph a uniform shall be deemed to be "required" unless the employer advises the employee that the wearing of uniforms is not a condition of employment.

#### **50. - BOARD AND LODGING**

- (1) The charge for full board and lodging provided to an employee by the employer shall be \$9.30 per night.
- (2) Where the employer provides meals only to an employee the following charges shall apply:

	\$
Lunch and dinner	3.62
Breakfast	2.07

- (3) An accredited representative of The Australian Nursing Federation, Industrial Union of Workers, Perth, shall be entitled to inspect such food and accommodation at reasonable times.
- (4) An employee shall not be charged for board and lodging when absent from the school for more than one day on annual leave, sick leave, long service or leave without pay.
- (5) By agreement with the employee the amounts prescribed in subclauses (1) and (2) of this clause may be deducted from the salary of the employee.
- (6) Future increases in board and lodging charges shall be adjusted in accordance with increases awarded under the current principles of wage fixation.

## **PART VI**

### **PSYCHOLOGISTS AND SOCIAL WORKERS**

#### **51. - PERIOD OF PROBATION.**

When a psychologist or social worker accepts an appointment within a Catholic school in Western Australia for the first time, the appointment is probationary and as such the psychologist or social worker is subject to professional appraisal in the second year of employment so as to determine suitability for on-going employment.

#### **52. - HOLIDAYS AND VACATIONS.**

- (1) Except as hereafter provided, a psychologist or social worker shall be entitled to seven (7) weeks per annum holidays and vacation leave, without deduction of pay. Such leave shall be taken during term and Christmas vacations unless otherwise agreed between the psychologist or social worker.
- (2) If after one weeks continuous service in any qualifying period a psychologist or social worker lawfully leaves his/her employment or his/her employment is terminated by the employer through no fault of the psychologist or social worker, the psychologist or social worker shall be paid salary instead of holiday and vacation leave proportionate to his/her length of service calculated to the nearest week of service.
- (3) During the school vacation periods or any part thereof during which a psychologist or social worker cannot be usefully employed, the employer shall be relieved of the obligation to provide work and the psychologist or social worker shall not be entitled to payment of salary in respect of any such period during which no work is performed, other than a period during which the psychologist or social worker is on annual leave or a public holiday falls on a day on which the psychologist or social worker would normally be employed to work. Provided that the maximum period covered by this sub-clause shall be no more than 5 weeks in any one year.



**53. – SALARIES AND CLASSIFICATIONS**

- (1) (a) The minimum salary, inclusive of leave loading, payable to a psychologist shall be

Salary Level	1 January 2009	1 October 2009
Step 1	\$55,048	\$57,800
Step 2	\$58,422	\$61,343
Step 3	\$61,800	\$64,890
Step.4	\$65,173	\$68,432
Step 5	\$68,544	\$71,971
Step 6	\$71,916	\$75,511
Step 7	\$75,294	\$79,059
Step 8	\$78,324	\$82,241
Step 9	\$81,361	\$85,429

- (b) The minimum salary payable to a social worker shall be;

Salary Level	1 January 2009
Step 1	\$52,293
Step 2	\$55,048
Step 3	\$58,103
Step 4	\$61,922
Step 5	\$67,841
Step 6	\$71,697

- (c) On appointment a psychologist or social worker shall be placed at the appropriate level according to full time experience and qualification(s).
- (2) (a) An employee who holds a four year psychology degree and does not seek registration with the Psychologist Board of Western Australia shall commence and remain at Step 1 of subclause 1(a).
- (b) A provisional psychologist not holding an approved educational teaching qualification shall commence at Step 1 of subclause 1(a) and proceed to Step 2 by incremental step until fully registered with the Psychologist Board of Western Australia. Upon full registration the psychologist shall proceed by incremental steps up to and including Step 7 of subclause 1(a).
- (c) A psychologist holding a masters degree and not holding an approved educational teaching qualification shall commence at Step 2 of subclause 1(a) and proceed by incremental steps up to and including Step 7 of subclause 1 (a).
- (d) A provisional psychologist holding an approved educational teaching qualification shall commence at Step 2 of subclause 1(a) and proceed to Step 3 by incremental step until fully registered with the Psychologist Board of Western Australia. Upon registration the psychologist shall proceed by incremental steps up to and including Step 9 of subclause 1(a).

- (e) A psychologist holding a masters degree and an educational teaching qualification shall commence at Step 3 of subclause 1(a) and proceed by incremental steps up to and including Step 9 of subclause 1(a).
- (f) A social worker as defined shall commence at Step 1 and proceed by incremental steps to and including Step 6 of subclause 1(b).
- (g) A psychologist or social worker who obtains a second degree shall advance one incremental step. For the purposes of this clause a second degree shall mean a masters degree in the appropriate discipline.  
A psychologist who obtains an approved educational teaching qualification shall advance one incremental step.
- (h)
  - (i) For the purposes of determining weekly or fortnightly salary, the annual salaries in this clause shall be divided by 52.16 or 26.08 respectively.
  - (ii) The rate of pay prescribed in this clause shall apply for all purposes of this Agreement.
- (i)
  - (i) Where a psychologist or social worker is in receipt of salary in excess of that amount prescribed for by applying subclause (h) of this clause prior to the commencement of this Agreement, such an employee shall have their salary maintained at the rate applicable prior to this Agreement being effective. The psychologist or social worker shall remain at this rate of salary until such time that the application of subclause (h) exceeds the maintained salary rate.
  - (ii) Save where a psychologist or social worker has a letter of appointment or written contract of employment that provides an additional allowance/paid leave for performing an additional duty, then while that duty remains, the allowance will continue.
- (j) A psychologist or social worker appointed to a salary rate shall increment after each year of full time equivalent service to the maximum of the salary schedule as prescribed for in this clause.
- (k) If during progression through the salary steps, and within an appropriate time frame prior to the psychologist's or social worker's next increment, the employer considers such increment to be inappropriate due to work performance and as such does not recommend or authorise further progression, then the employer shall state the reasons in writing to the psychologist or social worker concerned.
  - (i) Such reasons should indicate the areas where the employer considers improvement is required.
  - (ii) If the improvement required is achieved, then the psychologist or social worker shall then proceed to the next incremental level.

## **Appendix A**

### **PARTIES BOUND**

The Independent Education Union of Western Australia,  
Union of Employees.

The Australian Nursing Federation,  
Industrial Union of Workers  
Perth.

The Sisters of Mercy Perth (Amalgamated) Inc.

## ENDORSEMENTS

Signed for and on behalf of:

The Independent Education Union of Western Australia,  
Union of Employees

(Signed N. Briggs)

The Australian Nursing Federation,  
Industrial Union of Workers  
Perth

(Signed M. Olsen)

The Sisters of Mercy Perth (Amalgamated) Inc

(Signed Employer)

**THE SISTERS OF MERCY PERTH (AMALGAMATED) NON-TEACHING STAFF  
ENTERPRISE BARGAINING AGREEMENT, 2009**

**WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION**

**PARTIES** THE INDEPENDENT EDUCATION UNION OF WESTERN AUSTRALIA, UNION OF EMPLOYEES; THE SISTERS OF MERCY PERTH (AMALGAMATED) INC AND THE AUSTRALIAN NURSING FEDERATION, INDUSTRIAL UNION OF WORKERS PERTH

**APPLICANTS**

-v-

(NOT APPLICABLE)

**RESPONDENT**

**CORAM** COMMISSIONER S M MAYMAN

**DATE** THURSDAY, 4 FEBRUARY 2010

**FILE NO/S** AG 49 OF 2009

**CITATION NO.** 2010 WAIRC 00041

---

**Result** Agreement registered

**Representation** Ms M Cook on behalf of The Independent Education Union of Western Australia, Union of Employees; Ms S Brown on behalf of The Sisters of Mercy Perth (Amalgamated) Inc and Mr M Clancy on behalf of The Australian Nursing Federation Industrial Union of Workers Perth

---

*Order*

HAVING heard Ms M Cook on behalf of The Independent Education Union of Western Australia, Union of Employees; Ms S Brown on behalf of The Sisters of Mercy Perth (Amalgamated) Inc and Mr M Clancy on behalf of The Australian Nursing Federation Industrial Union of Workers Perth, and by consent, the Commission, pursuant to the powers conferred on it under the *Industrial Relations Act 1979* (the Act), hereby orders:

THAT the agreement made between the parties as lodged in the Commission on 5 November 2009 entitled The Sisters of Mercy Perth (Amalgamated) Non-Teaching Staff Enterprise Bargaining Agreement 2009 be registered on 1 February 2010;

AND replaces The Sisters of Mercy Perth (Amalgamated) Non-Teaching Staff Enterprise Bargaining Agreement 2006 of which is hereby cancelled.

COMMISSIONER S M MAYMAN