

Independent Schools Administrative and Technical Officers Award 1993

1. - TITLE

This award shall be known as the Independent Schools Administrative and Technical Officers Award 1993.

1B. - MINIMUM ADULT AWARD WAGE

- (1) No employee aged 21 or more shall be paid less than the minimum adult award wage unless otherwise provided by this clause.
- (2) The minimum adult award wage for full-time employees aged 21 or more is \$557.40 per week payable on and from the first pay period on or after 1 July 2008.
- (3) The minimum adult award wage is deemed to include all State Wage order adjustments from State Wage Case Decisions.
- (4) Unless otherwise provided in this clause adults employed as casuals, part-time employees or piece workers or employees who are remunerated wholly on the basis of payment by result shall not be paid less than pro rata the minimum adult award wage according to the hours worked.
- (5) Employees under the age of 21 shall be paid no less than the wage determined by applying the percentage prescribed in the junior rates provision in this award to the minimum adult award wage.
- (6) The minimum adult award wage shall not apply to apprentices, employees engaged on traineeships or Jobskill placements or employed under the Commonwealth Government Supported Wage System or to other categories of employees who by prescription are paid less than the minimum award rate.
- (7) Liberty to apply is reserved in relation to any special category of employees not included here or otherwise in relation to the application of the minimum adult award wage.
- (8) Subject to this clause the minimum adult award wage shall –
 - (a) Apply to all work in ordinary hours.
 - (b) Apply to the calculation of overtime and all other penalty rates, superannuation, payments during any period of paid leave and for all purposes of this award.
- (9) Minimum Adult Award Wage

The rates of pay in this award include the minimum weekly wage for employees aged 21 or more payable under the 2008 State Wage order decision. Any increase arising from the insertion of the minimum wage will be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to enterprise agreements, consent awards or award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset the minimum wage.
- (10) Adult Apprentices

- (a) Notwithstanding the provisions of this clause, an apprentice, 21 years of age or more, shall not be paid less than \$488.40 per week on and from the commencement of the first pay period on or after 1 July 2008.
- (b) The rate paid in the paragraph above to an apprentice 21 years of age or more is payable on superannuation and during any period of paid leave prescribed by this award.
- (c) Where in this award an additional rate is expressed as a percentage, fraction or multiple of the ordinary rate of pay, it shall be calculated upon the rate prescribed in this award for the actual year of apprenticeship.
- (d) Nothing in this clause shall operate to reduce the rate of pay fixed by the award for an adult apprentice in force immediately prior to 5 June 2003.

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3. - AREA

This award shall apply to the whole of the State of Western Australia.

4. - SCOPE

This Award applies to administrative and technical officers as defined, who are employed by an independent school in the classifications mentioned in Clause 14. - Classifications of this Award and not being principals,

deputy principals, bursars (as defined in Clause 5. - Definitions of this Award), teachers' aides or child care workers as defined in the Teachers' Aides' (Independent Schools) Award 1988.

5. - DEFINITIONS

- (1) "Officer" shall mean any person employed on the administrative or technical staff of an independent school with the exception of those classifications mentioned in Clause 4. - Scope.
- (2) "Full Time Officer" shall mean any person employed regularly on the administrative or technical staff of an independent school and whose total ordinary hours are 37.5 hours per week for a minimum of 40 weeks per year.
- (3) "Part-Time Officer" shall mean any person employed regularly on the administrative or technical staff of an independent school and whose total ordinary hours and/or weeks worked in the school, are less than those prescribed for full-time officers.
- (4) "Temporary Officer" shall mean an officer engaged full-time or part-time as a replacement officer or for such purpose as may be required to fulfil the obligations of the school, provided that the period of engagement of a temporary officer shall be not less than twenty consecutive working days and not normally more than a period of twelve months.
- (5) "Relief Officer" shall mean any person employed full-time or part-time on a daily rate for a period not exceeding nineteen consecutive days at the same school.
- (6) "Bursar" shall mean any person employed in a senior management position who has managerial responsibilities including the delegated authority to act for the employer from time to time in the recruitment and termination of staff.
- (7) "Independent School" shall mean a school which is an efficient school within the meaning of the School Education Act, 1999 and which is not administered by or on behalf of the government of Western Australia.
- (8) "Experience" for the purpose of this Award shall mean the full-time equivalent years of any relevant experience acquired by an officer, at his/her classification level determined in accordance with Clause 14. - Classifications of this Award.
- (9) "Continuous Service" shall include full-time, part-time and temporary service, paid leave, any stand down period and unpaid leave of less than two (2) consecutive weeks, with the same employer.

6. - CONTRACT OF SERVICE

- (1)
 - (a) Each officer shall, upon engagement, be given a letter of appointment wherein the general conditions of appointment are stated.
 - (b) This shall include statements of the classification and the salary step relevant to the appointment and the number of weeks of work per year, excluding annual leave, for which the officer has been engaged.
- (2) The letter of appointment shall not contain any provision which is inconsistent with or contrary to any provision of this Award.
- (3) During the school vacation periods or any part thereof during which an officer cannot be usefully employed, the employer shall be relieved of the obligation to provide work and the officer shall not be entitled to the payment of salary in respect of any such period during which no work is performed other than any period during which the officer is on annual leave or a public holiday where the public holiday falls on a day on which the officer would normally be employed to work. Provided that the maximum period covered by this subclause shall be eight (8) weeks in any one year. Such leave shall be termed 'stand down'.

- (4) Except in the case of a relief officer, the termination of service of any officer shall require a minimum period of notice as set out below:
- (a) Employer's period of notice
- | Officer's period of continuous service | Employer's period of Notice |
|---|-----------------------------|
| Up to 3 years | at least 2 weeks |
| More than 3 years but less than 5 years | at least 3 weeks |
| More than 5 years | at least 4 weeks |
- If the officer is over 45 years of age and has served at least two (2) years of continuous service this notice is to be increased by one (1) week.
- (b) Officer's period of notice.
- Termination of service by an officer 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 officer and the employer.
- (5) The contract of service of a temporary officer shall be terminable at any time by either party giving not less than one week's notice, except in the case of continuous service exceeding one year, notice shall be as prescribed in subclause (4) of this clause.
- (6) The engagement of a relief officer shall be by the day and where the period of employment exceeds five days the notice of termination of service shall be one day. Where the employment is for five days or less the engagement shall be considered to be a specific period and notice shall not be required.
- (7) A part-time officer shall receive payment for sick leave, long service leave and annual leave in the proportion of which his/her hours and/or weeks worked bear to the hours and/or weeks worked of a full-time officer.
- (8) Upon termination a statement of service and a separate reference when requested by the officer shall be provided to the officer by the employer.
- (9) Nothing within this clause detracts from the employer's right to dismiss summarily any officer for serious misconduct, in which case salary shall be paid up to the time of dismissal only.

7. - HOURS OF DUTY

- (1) The ordinary hours of duty for a full time officer shall be 37.5 hours per week Monday to Friday inclusive and the hours of duty per day shall be fixed by agreement between the officer and the employer.
- (2) 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 8.00am and 5.00pm.
- (3) The officer shall be allowed a meal break of not less than thirty minutes, nor more than one hour, to be taken between the hours of twelve noon and 2.00pm.

- (4) 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 (2) of this clause, shall be deemed overtime and shall, at the discretion of the officer, be paid for at the officer's ordinary rate of pay or be paid time off equivalent to the time worked. The paid time off taken in accordance with this subclause shall be at such time as is agreed between the officer and the employer.

8. - SPECIAL LEAVE

- (1) An officer 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 paid leave is available,
 - (b) no other arrangements can reasonably be made,
 - (c) the absence from duty is required due to pressing necessity.
- (3) The period determined at the discretion of the employer having regard to all the circumstances would not normally exceed three (3) days in any one instance.
- (4) Such discretion is not to be harshly or unfairly exercised.

9. - SICK LEAVE

- (1) An officer who is unable to attend or remain at the place of employment during the normal hours of duty by reason of personal ill health or injury shall be entitled to payment during such absence in accordance with the following provision:
 - (a) Entitlement to payment shall accrue at the rate of one-twenty sixth of a week, for each completed week of service with the employer.
 - (b) An officer who claims an entitlement under this clause shall provide to the employer evidence that would satisfy a reasonable person of the entitlement.
 - (c) If in the first or successive years of service with the employer, an officer is absent on the grounds of personal ill health or injury for a period longer than his/her entitlement to paid sick leave, payment may be adjusted at the end of that year of service or at the time the officer's services terminate if such termination occurs before the end of that year of service, to the extent that the officer had become entitled to further paid sick leave during that year of service.
- (2) A temporary officer shall retain the benefit of accumulated sick leave credits upon appointment as a permanent officer provided that the service is continuous. For the purpose of this paragraph school vacations shall not be deemed to break the continuity of service.
- (3) The unused portions of entitlements to paid sick leave in any one year shall accumulate from year to year subject to this subclause and may be claimed by the officer if the absence by reason of personal ill health or injury exceeds the period for which entitlement has accrued during that year at the time of the absence. An officer shall not be entitled to claim payment for any period exceeding ten weeks in any one year of service.
- (4) An officer on unpaid leave, except stand down, shall not accrue an entitlement to payment under this clause.

- (5) The provisions of this subclause with respect to payment do not apply to an officer who is entitled to payment under the Workers' Compensation and Rehabilitation Act 1981 nor to an officer whose injury or illness is the result of the officer's own misconduct.
- (6) This clause shall not apply to a relief officer.

10. - LEAVE WITHOUT PAY

- (1) While an officer has the right to apply for leave without pay the granting of such leave is at the discretion of the employer.
- (2) An officer 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 -
 - (a) does not constitute a break in service,
 - (b) if granted other than under the provision of subclause (3) of Clause 6. - Contract of Service of this award, shall not count in calculating the period of service for any purpose of this award.
- (4) If an officer is granted leave without pay the question of the officer'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 officer 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 one year.

11. - ANNUAL LEAVE

- (1) An entitlement to payment of annual leave will accrue at the rate of one – thirteenth of a week for each completed week of service. An officer who has been employed for all term weeks in a calendar year shall be entitled to 20 days' paid annual leave.
- (2) All time for which the school is closed due to vacation leave shall count for the purpose of determining an officer's right to payment under this clause.
- (3) Leave may be taken at a time agreed to between the employer and the officer.
- (4) If after one week's continuous service in any qualifying period an officer lawfully leaves his/her employment or his/her employment is terminated by the employer through no fault of the officer, the officer shall be paid salary instead of annual leave proportionate to his/her length of service calculated to the nearest completed week of service.
- (5) A leave loading equivalent to 17.5 per cent of four weeks' salary shall be paid to an officer who has become entitled to annual leave in accordance with this clause.
- (6) If an officer's commencement is after 1 January, then, by agreement between the employer and the officer, the officer may be granted proportionate annual leave to the end of the calendar year. Subsequent years of employment can commence on 1 January.
- (7) If any award holiday falls within an officer's period of annual leave and is observed on a day which in the case of that officer would have been an ordinary working day, there shall be added to that period one day, being an ordinary working day, for each such holiday observed as aforesaid.

12. - LONG SERVICE LEAVE

- (1) Subject to subclause (3) of this clause:
 - (a) An officer who has completed ten years' continuous service with an employer shall be entitled to ten weeks' paid long service leave.
 - (b) For each subsequent period of ten years' service an officer shall be entitled to an additional ten weeks' paid long service leave.
 - (c) On termination of the officer's employment:
 - (i) by the officer's death;
 - (ii) in any circumstances otherwise than for serious misconduct;

an officer shall be entitled to a proportionate amount, on the basis of ten (10) weeks' paid leave for ten (10) years' continuous service for the number of year's continuous service with the employer completed since the officer last became entitled to an amount of long service leave.
- (2) In calculating an officer's entitlement under this clause continuous service with the employer prior to 1 January 1993 shall be taken into account in the following manner:
 - (a) In the case of an officer who has already accrued an entitlement to long service leave with the employer prior to 1 January 1993, the officer shall continue to accrue subsequent entitlements to long service leave in accordance with the provisions on subclause (1) of this clause.
 - (b) In the case of an officer who, at 1 January 1993, had not accrued an entitlement to long service leave, the officer's entitlement shall be calculated on the following basis:

For any period of continuous employment prior to 1 January 1993, an amount calculated on the basis of 13 weeks' long service leave on full pay for each 15 years of continuous service.
- (3) The expression "continuous service" does not include:
 - (a) Any period exceeding two weeks during which the officer 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 officer who resigns or is dismissed, other than service prior to such resignation or prior to the date of any offence in respect of which the officer was dismissed by the employer, when that prior service has actually entitled the officer to long service leave under this clause.
- (4) 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.
- (5) Any public holiday which occurs during the period an officer is on long service leave shall be treated as part of the long service leave and extra days instead thereof shall not be granted.
- (6) Where an officer has become entitled to a period of long service leave in accordance with this clause, the officer shall commence such leave as soon as possible after the accrual date in a manner mutually agreed between the employer.
- (7) Payment for long service leave shall be made in full before the officer goes on leave or by agreement between the officer and the employer, at the same time as the officer's salary would have been paid if the officer had remained at work in which case the payment shall be made by arrangement between the officer and the employer.
- (8) Where an officer has completed at least seven (7) years' service but less than ten (10) years' service and employment is terminated -

- (a) by the officer's death; or
- (b) in any circumstances, other than serious misconduct;

the amount of leave shall be such proportion of 10 weeks' leave as the number of completed years of such service bears to 10 years.

- (9) In the case to which subclause (8) of this clause applies and in any case in which the employment of the officer 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 officer and upon termination of employment by death, pay to the personal representative of the officer 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 the officer is entitled or deemed to have been entitled and which would have been taken but for such termination. Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.
- (10) Where the continuous service of an officer during the accrual period contains any period where the officer's hours were less than those of a full-time officer the officer's entitlement shall be calculated as follows:
 - (a) the number of weeks accrued shall be in accordance with subclause (1) above, and
 - (b) payment for the leave taken shall be the average that the officer's hours bears to that of a full-time officer over the accrual period.
- (11) Notwithstanding the provisions of subclause (1) of this clause, the provisions for long service leave which apply at an individual school may be set by written agreement between the employer and the Union; provided that such agreement shall not set provisions less favourable than those prescribed for under subclause (1) hereof.

Any agreement reached in accordance with this subclause shall be registered in the Western Australian Industrial Relations Commission in accordance with Section 41 of the Industrial Relations Act, 1979.

13. – CARER'S LEAVE

- (1) Use of Sick Leave:
 - (a) An officer with responsibilities in relation to either members of his/her immediate family or members of his/her household who need care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill. Such leave shall not exceed five (5) days in any calendar year and is not cumulative.
 - (b) The officer shall, if required, provide a written statement as to the fact of illness of the person for whom the care and support is required.
 - (c) The entitlement to use sick leave is subject to:
 - (i) the officer being responsible for the care of the person concerned; and
 - (ii) the person concerned being either a member of the officer's immediate family or a member of the officer's household.
 - (iii) the term "immediate family" includes:
 - (aa) a spouse (including a former spouse), of the officer; and

- (bb) child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the officer.
 - (d) The officer 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 his/her relationship to the officer, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the officer to give prior notice of absence, the officer shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (2) Use of Unpaid Leave
- An officer may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill.
- (3) Nothing contained in this clause shall prevent an officer from making application for leave as prescribed in Clause 8. – Special Leave of the Award.

14. – CLASSIFICATIONS

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

- (1) "Officer" Level 1.
 - (a) The officer 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 assistant employed within the terms of Clause 4. - Scope of this award.
- (2) "Officer" Level 2.
 - (a) The officer 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) "Officer" Level 3.
 - (a) The officer at this level works as a competent skilled autonomous officer and has knowledge, skills and demonstrated capacity to undertake complex tasks. The officer 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) "Officer" Level 4.

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

The officer 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 officers.

- (b) Examples of positions which may appropriately be classified as Level 4.

Assistant bursar and/or registrar, senior finance officer, senior laboratory technician, school and /or principal's secretary in a secondary school and office manager with supervisory duties.

15. - SALARIES

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

| Level | Step | Total Salary \$ per Annum |
|---------|--------|------------------------------|
| LEVEL 1 | Step 1 | 30601 |
| | 2 | 30851 |
| | 3 | 31101 |
| | 4 | 31351 |
| | 5 | 31601 |
| | 6 | 31851 |
| LEVEL 2 | Step 1 | 32601 |
| | 2 | 33101 |
| | 3 | 33601 |
| | 4 | 34206 |
| | 5 | 34706 |
| | 6 | 35206 |
| LEVEL 3 | Step 1 | 36206 |
| | 2 | 36702 |
| | 3 | 37302 |
| | 4 | 37902 |
| | 5 | 38502 |
| | 6 | 38998 |
| LEVEL 4 | Step 1 | 37602 |
| | 2 | 38602 |
| | 3 | 39602 |
| | 4 | 40602 |
| | 5 | 41602 |
| | 6 | 42602 |

- (b) On appointment an officer shall be placed at the appropriate salary level according to full-time experience and the classifications as prescribed in Clause 14. - Classifications.

- (c) On application by the officer and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the officer into an approved superannuation fund nominated in accordance with the provisions of Clause 25. - Superannuation of the Award, and not being an employer contribution to superannuation paid in accordance with the Superannuation Guarantee (Administration) Act 1992, Federal legislation or an employer's contributory superannuation fund.

- (d) An officer appointed to a salary rate shall proceed by annual increments to the maximum of that classification level.
- (e) If during progression through the salary steps, and within an appropriate time frame prior to the officer'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 officer concerned.

Such reasons should indicate the areas where the employer considers improvement is required.

If the improvement required is achieved, then the officer shall then proceed to his/her appropriate salary level.
- (f) An officer shall only progress from one level to another in accordance with the provisions as prescribed in Clause 14. - Classifications.
- (g) The years of experience are indicated by the equivalent number of steps from the entry level.
- (h) For the purposes of determining weekly or fortnightly salary, the annual salaries as prescribed in subclause (1) of this clause, shall be divided by 52.16 or 26.08 respectively.
- (i) Where the conditions of employment of any officer are subject to the provisions of subclause (3) of Clause 6. - Contract of Service of this Award, then by agreement between the officer and the employer salary may be averaged over the period of a full year.

(2) Junior Classification

An officer 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% |

- (3) A relief officer shall be paid a loading of twenty-five per cent in addition to the salaries prescribed in subclause (1) of this clause.

16. - BEREAVEMENT LEAVE

Entitlement to Bereavement Leave

- (1) Subject to subclause (4) of this clause, on the death of:
 - (a) the spouse or defacto spouse of an officer;
 - (b) the child or step-child of an officer;
 - (c) the parent, step-parent or parent-in-law of an officer;
 - (d) brother or sister of an officer; or
 - (e) any person who, immediately before that person's death, lived with the officer as a member of the officer's family,

the officer is entitled to paid bereavement leave of up to two days.

- (2) The two days need not be consecutive.
- (3) Bereavement Leave is not to be taken during a period of any other leave.
- (4) An officer 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:
 - (a) the death that is the subject of the leave sought; and
 - (b) the relationship of the officer to the deceased person.

17. - PARENTAL LEAVE

(1) Eligibility for Parental Leave

An officer shall become entitled to take up to 52 consecutive weeks of unpaid leave in respect of:

- (a) the birth of a child to the officer or the officer's spouse; or
- (b) the placement of a child with the officer with a view to the adoption of the child by the officer.

(2) An officer is entitled to take parental leave if he or she:

- (a) has had at least 12 months' continuous service with that employer immediately preceding the date upon which the officer proceeds upon such leave; and
- (b) has given the employer at least ten (10) weeks' written notice of his/her intention to take such leave, and the start and finish dates of such leave.
- (c) An officer is not entitled to take parental leave at the same time as the officer's spouse but this subclause does not apply to one week's parental leave:
 - (i) taken by the male parent immediately after the birth of the child; or
 - (ii) taken by the officer and the officer's spouse immediately after a child has been placed with them with a view to their adoption of the child.
- (d) An officer shall not be in breach of this order as a consequence of failure to give the stipulated period of notice in accordance with this subclause, if such failure is occasioned by the confinement occurring earlier than the presumed date.

(3) Parental Leave to start 6 weeks before the birth

Subject to subclauses (4), (5) and (7) of this clause, the period of parental leave for a female employee shall be for an unbroken period of up to 52 weeks and shall include up to six weeks' leave to be taken immediately before the presumed date of confinement, unless in respect of any period closer to the expected date of birth a medical practitioner has certified that the employee is fit to work.

(4) Transfer to a Safe Job

Where in the opinion of a duly qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the officer make it inadvisable for the officer to continue at her present work, the officer shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of parental leave. If the transfer to a safe job is not practicable, the officer may, or the employer may require the officer to, take leave for such period as is certified necessary by a duly qualified medical practitioner. Such leave shall be treated as parental leave for the purposes of subclauses (8), (9), (10) and (11) of this clause.

(5) Variation of Period of Parental Leave

- (a) The period of parental leave may be lengthened by agreement between the officer and the employer in accordance with the provisions of Clause 10. - Leave Without Pay of this Award.
- (b) The period of parental leave may be shortened by agreement between the officer and the employer.

(6) Cancellation of Parental Leave

- (a) Parental leave, applied for but not commenced, shall be cancelled when the pregnancy of an officer terminates other than by the birth of a living child.
- (b) Subject to paragraph (c) of this subclause, where the pregnancy of an officer then on parental leave terminates other than by the birth of a living child, it shall be the right of the officer or officer's spouse to resume work at a time nominated by the employer which shall not exceed four weeks from the date of notice in writing by the officer to the employer that he or she desires to resume work.
- (c) An officer's right to resume work within the period specified in paragraph (b) of this subclause shall be subject to the practicality of enabling the officer to resume within that period, but in any case that limitation shall not be invoked to extend the period of leave beyond the date originally agreed to.

Where the officer's resumption is delayed, he or she may undertake temporary employment with another employer without affecting his or her contract of service with the school from which he or she took parental leave.

(7) Special Parental Leave and Sick Leave

- (a) Where the pregnancy of an officer or an officer's spouse not then on parental leave terminates after twenty-eight weeks other than by the birth of a living child then -
 - (i) the officer shall be entitled to such period of unpaid leave (to be known as special parental leave) as a duly qualified medical practitioner certifies as necessary before the officer's return to work, or
 - (ii) for illness other than the normal consequences of confinement the officer shall be entitled, either instead of or in addition to special parental leave, to such paid sick leave as to which the officer is then entitled and which a duly qualified medical practitioner certifies as necessary before the officer returns to work.
- (b) Where an officer not then on parental leave suffers illness related to the officer's pregnancy, the officer may take such paid sick leave as to which the officer is then entitled and such further unpaid leave (to be known as special parental leave) as a duly qualified medical practitioner certifies as necessary before the officer returns to work.
- (c) For the purposes of subclauses (9), (10) and (11) of this clause, parental leave shall include special parental leave.
- (d) An officer returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which the officer held immediately before proceeding on such leave or, in the case of an officer who was transferred to a safe job pursuant to subclause (4) of this clause, to the position the officer held immediately before such transfer.

Where such position no longer exists but there are other positions available, for which the officer is qualified and the duties of which the officer is capable of performing, the officer shall be entitled to a position as nearly comparable in status and salary or wage to that of the officer's former position.

(8) Parental Leave and Other Leave Entitlements

- (a) An officer may take, in conjunction with or in addition to parental leave, any annual leave or long service leave or any part thereof to which the officer is then entitled.
- (b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an officer during the officer's absence on parental leave.

(9) Effect of Parental Leave on Employment

Notwithstanding any award, or other provision to the contrary, absence on parental leave shall not break the continuity of service of an officer but shall not be taken into account in calculating the period of service for any purpose of the Award.

(10) Termination of Employment

- (a) An officer on parental leave may terminate his or her employment at any time during the period of leave by notice given in accordance with this Award.
- (b) An employer shall not terminate the employment of an officer on the ground of the officer's pregnancy or of the officer's absence on parental leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(11) Return to Work After Parental Leave

- (a) An officer shall be entitled to the position which the officer held immediately before proceeding on parental leave or, in the case of an officer who was transferred to a safe job pursuant to subclause (4) of this clause, to the position which the officer held immediately before such transfer. Where such position no longer exists but there are other positions available for which the officer is qualified and the duties of which the officer is capable of performing, the officer shall be entitled to a position as nearly comparable in status and salary or wage to that of the officer's former position.
- (b) The officer will notify the employer in writing not less than six (6) weeks prior to the presumed date of return, when the officer requests to return to work under different arrangements from those which the officer held immediately prior to the commencement of parental leave.

(12) Replacement Officers

- (a) A replacement officer is an officer specifically engaged as a result of an officer proceeding on parental leave.
- (b) Before an employer engages a replacement officer under this subclause, the employer shall inform that person of the temporary nature of the employment and of the rights of the officer who is being replaced.
- (c) Before an employer engages a person to replace an officer temporarily promoted or transferred in order to replace an officer exercising his or her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the officer who is being replaced.
- (d) Provided that nothing in this subclause shall be construed as requiring the employer to engage a replacement officer.
- (e) A replacement officer shall not be entitled to any of the rights conferred by this clause except where his/her employment continues beyond 12 months' qualifying period.

18. - TRAVELLING ALLOWANCES

- (1) Where an officer is required by the employer to work away from the officer's usual place of employment the employer shall pay the officer any reasonable travelling expenses incurred except where an allowance is paid in accordance with subclause (2) hereof.
- (2) Where an officer is required and authorised to use his/her own motor vehicle in the course of duty, the officer shall be paid an allowance of not less than that prescribed for taxation purposes by the Australian Taxation Office.

19. – SALARY RECORD

- (1) The employer/principal shall keep or cause to be kept, records containing the following particulars:
 - (a) Full name and residential address of each officer.
 - (b) The start and finish times, the hours worked each day and each week, and the number of weeks worked per year, exclusive of annual leave.
 - (c) The salary paid each pay period.
 - (d) The employer shall provide a salary advice slip showing gross salary and any deductions made for such pay period.
- (2) Salaries shall be paid at least monthly

20. – INSPECTION OF RECORDS

- (1) An authorised representative of the Union may enter, during work hours, any premises where relevant employees work, 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.
- (2) For the purpose of investigating any such suspected breach, the authorised representative may:
 - (a) 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;
 - (b) make copies of the entries in the employment records or documents related to the suspected breach; and
 - (c) during working hours, inspect or view any work, material, machinery, or appliance, that is relevant to the suspected breach.
- (3) The authorised representative will provide written notice of at least
 - (a) 24 hours if the records and documents are kept on the employer's premises, or
 - (b) 48 hours if the records are kept elsewhere.

21. – RIGHT OF ENTRY

- (1) An authorised representative of the Union may enter, during working hours, any premises where relevant officers work, for the purposes of holding discussions at the premises with those officers.
- (2) The authorised representative will provide the employer/principal with prior notification of entry.
- (3) The meeting will not disrupt the officer's performance of his/her duties.
- (4) Where such a meeting is of an urgent nature and upon a request being made to the employer/principal, the employer/principal may approve paid time off to meet with the authorised union representative. Such approval will not be unreasonably withheld.

22. – LOCATION ALLOWANCES

- (1) Subject to the provisions of this clause, in addition to the rates prescribed in the wages clause of this award, an employee shall be paid the following weekly allowances when employed in the towns prescribed hereunder. Provided that where the wages are prescribed as fortnightly rates of pay, these allowances shall be shown as fortnightly allowances.

| TOWN | PER WEEK |
|------------------|----------|
| Agnew | \$18.10 |
| Argyle | \$47.80 |
| Balladonia | \$18.30 |
| Barrow Island | \$31.10 |
| Boulder | \$7.60 |
| Broome | \$29.00 |
| Bullfinch | \$8.50 |
| Carnarvon | \$14.80 |
| Cockatoo Island | \$31.80 |
| Coolgardie | \$7.60 |
| Cue | \$18.50 |
| Dampier | \$25.20 |
| Denham | \$14.80 |
| Derby | \$30.10 |
| Esperance | \$5.40 |
| Eucla | \$20.30 |
| Exmouth | \$26.30 |
| Fitzroy Crossing | \$36.50 |
| Goldsworthy | \$16.00 |
| Halls Creek | \$41.90 |
| Kalbarri | \$6.30 |
| Kalgoorlie | \$7.60 |
| Kambalda | \$7.60 |
| Karratha | \$30.10 |
| Koolan Island | \$31.80 |
| Koolyanobbing | \$8.50 |
| Kununurra | \$47.80 |
| Laverton | \$18.40 |
| Learmonth | \$26.30 |
| Leinster | \$18.10 |
| Leonora | \$18.40 |
| Madura | \$19.30 |
| Marble Bar | \$46.00 |
| Meekatharra | \$15.90 |
| Mount Magnet | \$19.90 |
| Mundrabilla | \$19.80 |
| Newman | \$17.40 |
| Norseman | \$15.70 |
| Nullagine | \$45.90 |

| | |
|----------------|---------|
| Onslow | \$31.10 |
| Pannawonica | \$23.50 |
| Paraburdoo | \$23.40 |
| Port Hedland | \$25.00 |
| Ravensthorpe | \$9.60 |
| Roebourne | \$34.60 |
| Sandstone | \$18.10 |
| Shark Bay | \$14.80 |
| Shay Gap | \$16.00 |
| Southern Cross | \$8.50 |
| Telfer | \$42.50 |
| Teutonic Bore | \$18.10 |
| Tom Price | \$23.40 |
| Whim Creek | \$29.80 |
| Wickham | \$28.90 |
| Wiluna | \$18.40 |
| Wittenoom | \$40.70 |
| Wyndham | \$45.00 |

- (2) Except as provided in subclause (3) of this clause, an employee who has:
- (a) a dependant shall be paid double the allowance prescribed in subclause (1) of this clause;
 - (b) a partial dependant shall be paid the allowance prescribed in subclause (1) of this clause plus the difference between that rate and the amount such partial dependant is receiving by way of a district or location allowance.
- (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 by virtue of the award or an order or agreement made pursuant to the Act;
- such employee shall be paid $66\frac{2}{3}$ 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) For the purposes of this clause:
- (a) "Dependant" shall mean -
 - (i) a spouse or defacto partner; or
 - (ii) a child where there is no spouse or defacto partner;
- who does not receive a location allowance or who, if in receipt of a salary or wage package, receives no consideration for which the location allowance is payable pursuant to the provisions of this clause.

- (b) "Partial Dependant" shall mean a "dependant" as prescribed in paragraph (a) of this subclause who receives a location allowance which is less than the location allowance prescribed in subclause (1) of this clause or who, if in receipt of a salary or wage package, receives less than a full consideration for which the location allowance is payable pursuant to the provisions of this clause.
- (8) Where an employee is employed in a town or location not specified in this clause the allowance payable for the purpose of subclause (1) of this clause shall be such amount as may be agreed between Australian Mines and Metals Association, the Chamber of Commerce and Industry of Western Australia and the Trades and Labor Council of Western Australia or, failing such agreement, as may be determined by the Commission.
- (9) Subject to the making of a General Order pursuant to s.50 of the Act, that part of each location allowance representing prices shall be varied from the beginning of the first pay period commencing on or after the 1st day in July of each year in accordance with the annual percentage change in the Consumer Price Index (excluding housing), for Perth measured to the end of the immediately preceding March quarter, the calculation to be taken to the nearest ten cents.

23. - HIGHER DUTIES

An officer engaged on duties carrying a higher rate of salary than his/her ordinary classification, shall be paid the higher salary for the time so engaged provided the engagement is for no less than 5 consecutive working days.

Where an officer has worked two periods of 5 consecutive days or more in one year on duties carrying a higher rate of salary, then any subsequent higher duties in that year shall be paid for at the higher salary rate.

24. - PUBLIC HOLIDAYS

- (1) (a) The following day or days observed instead shall, subject to this subclause 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. Provided that another day may be taken as a holiday by arrangement between the parties in lieu of any days named in this subclause.
- (b) When any of the days mentioned in paragraph (a) hereof falls on a Saturday or a Sunday the holiday shall be observed the next succeeding Monday.
- (c) Where a holiday or substituted holiday prescribed in paragraphs (a) or (b) hereof falls on a day not usually observed by the school as a holiday, and upon which the officer is required to work, the officer shall have one (1) day added to Annual Leave.
- (d) Where a holiday or substituted holiday prescribed in paragraphs (a) or (b) falls during term or Christmas vacation, in a period where the officer is stood down without pay because he/she is not required to work and is not being paid annual leave or other leave, such officers shall be entitled to payment for such holidays.

25. - SUPERANNUATION

The superannuation provisions contained herein operate subject to the requirements of the hereinafter prescribed provision titled - Compliance, Nomination and Transition.

- (1) Employer Contributions

- (a) An employer shall contribute to superannuation for each eligible officer in accordance with the Superannuation Guarantee (Administration) Act 1992 to one of the following approved superannuation funds:
 - (i) CONCEPT ONE - superannuation plan which was established and is governed by a trust deed and rules dated 23 September 1986, as amended; and
 - (ii) an exempted fund allowed by subclause (3) of this clause.
 - (b) Employer contributions shall be paid at least monthly for each week of service that the eligible officer completes with the employer.
 - (c) "Ordinary Time Earnings" means the salary or other remuneration periodically received by the officer in respect to the time worked in ordinary hours and/or any other rate paid for all purposes of the award to which the officer is entitled for ordinary hours of work.
- (2) Fund Membership
- (a) "Eligible Officer" shall mean an officer employed under the terms of this Award.
 - (b) An officer shall not be eligible to join the fund until he/she has completed one month's satisfactory service. On completion of this period the officer shall be entitled to the appropriate employer contribution, from the date of the officer's commencement.
- (3) Exemption
- Exemptions from the requirements of this clause shall apply to an employer who at the date of this Award:
- (a) was contributing to a superannuation fund, in accordance with an order of an Industrial Tribunal; or
 - (b) was contributing to a superannuation fund in accordance with an order or award of an Industrial Tribunal, for a majority of officers and makes payment for officers covered by this Award in accordance with that order or award; or
 - (c) subject to notification to the Union, was contributing to a superannuation fund for officers covered by this Award where such payments are not made pursuant to an order of an Industrial Tribunal.
 - (d) was not contributing to a superannuation fund for officers covered by this Award; and
 - (i) written notice of the proposed alternative superannuation fund is given to the Union; and
 - (ii) contributions and benefits of the proposed alternative superannuation fund are no less than those provided by this clause; and
 - (iii) within one month of the notice prescribed in paragraph (i) being given, the Union has not challenged the suitability of the proposed fund by notifying the Western Australian Industrial Relations Commission of a dispute.
- (4) The employer shall provide such facilities as is appropriate to ensure that all officers are adequately informed of the provisions of the superannuation funds available.

Compliance, Nomination and Transition

Notwithstanding anything contained elsewhere herein which requires that contribution be made to a superannuation fund or scheme in respect of an officer, on and from 30 June 1998 -

- (a) Any such fund or scheme shall no longer be a complying superannuation fund or scheme for the purposes of this clause unless -
 - (i) the fund or scheme is a complying fund or scheme within the meaning of the Superannuation Guarantee (Administration) Act 1992 of the Commonwealth; and
 - (ii) under the governing rules of the fund or scheme, contributions may be made by or in respect of the officer permitted to nominate a fund or scheme;
 - (b) The officer shall be entitled to nominate the complying superannuation fund or scheme to which contributions are to be made by or in respect of the officer;
 - (c) The employer shall notify the officer of the entitlement to nominate a complying superannuation fund or scheme as soon as practicable;
 - (d) A nomination or notification of the type referred to in paragraphs (b) and (c) of this subclause shall, subject to the requirements of regulations made pursuant to the Industrial Relations Legislation Amendment and Repeal Act 1995, be given in writing to the employer or the officer to whom such is directed;
 - (e) The officer and employer shall be bound by the nomination of the officer unless the officer and employer agree to change the complying superannuation fund or scheme to which contributions are to be made;
 - (f) The employer shall not unreasonably refuse to agree to a change of complying superannuation fund or scheme requested by an officer;
- Provided that on and from 30 June 1998, and until an officer thereafter nominates a complying superannuation fund or scheme -
- (g) if one or more complying superannuation funds or schemes to which contributions may be made be specified herein, the employer is required to make contributions to that fund or scheme, or one of those funds or schemes nominated by the employer;
- or
- (h) if no complying superannuation fund or scheme to which contributions may be made be specified herein, the employer is required to make contributions to a complying fund or scheme nominated by the employer.

26. - CONSULTATIVE PROVISIONS

- (1) The parties to this award are committed to award modernisation and to the improvement of the efficiency of the independent school sector in Western Australia.
- (2) In order to facilitate the outcomes as determined in paragraph (1) above, there shall be established an independent schools consultative committee with equitable representation of employers and the Union which will provide:
 - (a) for the continuation of the award restructuring process as determined, from time to time, by the Western Australian Industrial Relations Commission;
 - (b) a forum which will deal with ongoing claims for salary and conditions;
 - (c) the means by which positive assistance can be given to areas of common concern, the settlement of disputes at an industry level, the support for professional development and the development of the independent school sector generally.

27. - 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 Award. 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 Award 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 Award, 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 Award 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 Award for the class of work which the person is performing according to the following schedule:

| Assessed Capacity(Clause 1.3) | % of prescribed award 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 Award rate to be paid to an employee under this Award, 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 Award and the employee.

(5) Lodgement of Assessment Instrument

- (a) All assessment instruments under the conditions of this clause, including the appropriate percentage of the Award 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 Award, 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 Award 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 award, 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 income test free areas for earnings) and inserted into this Award.
- (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.

28. – REDUNDANCY PROVISIONS

(1) Discussions Before Termination

- (a) Where an employer has made a definite decision that the employer no longer wishes the job the officer 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 officers 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 officers concerned. The employer will confirm the content of these discussions in writing.

(2) Notice Period of Termination on Redundancy

- (a) If the services of an officer are to be terminated due to redundancy, the officer shall be entitled to notice of termination as prescribed in Clause 6. – Contract of Service, of this Award, provided that officers 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 2(a) the employer shall pay to the officer 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 officer arising pursuant to this Award and shall be deemed to be service with the employer for the purposes of Long Service Leave.

(3) Officer Leaving During Notice

An officer 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 officer remained with the employer until the expiry of such notice. This is with the provision that in such circumstances the officer shall not be entitled to payment instead of notice.

(4) Time Off During Notice Period

- (a) During the period of notice of termination of employment given by an employer, an officer 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 officer 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.

(5) Severance Pay

- (a) In addition to the period of notice prescribed in Clause 6. – Contract of Service, of this Award, for ordinary termination, an officer whose employment is terminated for reasons set out this clause shall be entitled to the following amount of severance pay in respect of a continuous period of service.

| PERIOD OF CONTINUOUS SERVICE | SEVERANCE PAY |
|-------------------------------|---------------|
| Less than 1 year | Nil |
| 1 year but less than 2 years | 4 weeks |
| 2 years but less than 3 years | 6 weeks |
| 3 years but less than 4 years | 7 weeks |
| 4 years and over | 8 weeks |

"Weeks Pay" means the ordinary weekly rate of wage for the officer concerned.

(6) 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 officer.

(7) Officers Exempted

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

APPENDIX - RESOLUTION OF DISPUTES REQUIREMENT

- (1) This Appendix is inserted into the award/industrial agreement as a result of legislation which came into effect on 16 January 1996 (Industrial Relations Legislation Amendment and Repeal Act 1995) and further varied by legislation which came into effect on 23 May 1997 (Labour Relations Legislation Amendment Act 1997).
- (2) Subject to this appendix, and in addition to any current arrangements the following procedures shall apply in connection with questions, disputes or difficulties arising under this award/industrial agreement.
- (a) The persons directly involved, or representatives of person/s directly involved, shall discuss the question, dispute or difficulty as soon as is practicable.
- (b) (i) If these discussions do not result in a settlement, the question, dispute or difficulty shall be referred to senior management for further discussion.
- (ii) Discussions at this level will take place as soon as practicable.
- (3) The terms of any agreed settlement should be jointly recorded.
- (4) Any settlement reached which is contrary to the terms of this award/industrial agreement shall not have effect unless and until that conflict is resolved to allow for it.
- (5) Nothing in this appendix shall be read so as to exclude an organisation party to or bound by the award/industrial agreement from representing its members.
- (6) Any question, dispute or difficulty not settled may be referred to the Western Australian Industrial Relations Commission provided that with effect from 22 November 1997 it is required that persons involved in the question, dispute or difficulty shall confer among themselves and make reasonable attempts to resolve questions, disputes or difficulties before taking those matters to the Commission..

SCHEDULE A. – SALARIES (ASNA)

The following schedule provides a history of Clause 15. – Salaries of the Award including all Arbitrated Safety Net Adjustments (ASNA) as at the commencement of the first pay period on or after 1 July 2007

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

| Level | Step | Minimum Salary \$ per Annum | ASNA | Total Salary \$ per Annum |
|---------|--------|-----------------------------|-------|---------------------------|
| LEVEL 1 | Step 1 | 18,500 | 12101 | 30601 |
| | 2 | 18,750 | 12101 | 30851 |
| | 3 | 19,000 | 12101 | 31101 |
| | 4 | 19,250 | 12101 | 31351 |
| | 5 | 19,500 | 12101 | 31601 |
| | 6 | 19,750 | 12101 | 31851 |
| LEVEL 2 | Step 1 | 20,500 | 12101 | 32601 |
| | 2 | 21,000 | 12101 | 33101 |
| | 3 | 21,500 | 12101 | 33601 |
| | 4 | 22,000 | 12206 | 34206 |
| | 5 | 22,500 | 12206 | 34706 |
| | 6 | 23,000 | 12206 | 35206 |
| LEVEL 3 | Step 1 | 24,000 | 12206 | 36206 |
| | 2 | 24,600 | 12102 | 36702 |
| | 3 | 25,200 | 12102 | 37302 |
| | 4 | 25,800 | 12102 | 37902 |
| | 5 | 26,400 | 12102 | 38502 |
| | 6 | 27,000 | 11998 | 38998 |
| LEVEL 4 | Step 1 | 25,500 | 12102 | 37602 |
| | 2 | 26,500 | 12102 | 38602 |
| | 3 | 27,500 | 12102 | 39602 |
| | 4 | 28,500 | 12102 | 40602 |
| | 5 | 29,500 | 12102 | 41602 |
| | 6 | 30,500 | 12102 | 42602 |

The rates of pay in this Award include arbitrated safety net adjustments available since December 1993, under the Arbitrated Safety Net Adjustment Principle.

These arbitrated safety net adjustments may be offset against any equivalent amount in the rate of pay received by employees since 1 November 1991 above the rate prescribed in the Award, except where such absorption is contrary to the terms of an industrial agreement.

Increases in rates of pay otherwise made under the State Wage Case Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

SCHEDULE B. – PARTIES

| NAME | ADDRESS |
|---|--|
| EMPLOYER PARTIES The Anglican Schools Commission (Inc.) | PO Box 2520 MT CLAREMONT WA 6010 |
| Aquinas College | Locked Bag 11, Bentley Delivery Centre WA 6983 |
| Association of Independent Schools Of Western Australia (Inc.) | 3/41 Walters Drive Herdsman Business Park OSBORNE PARK WA 6017 |
| Bible Baptist Christian Academy | Lot 374 Chidlow Street MT HELENA WA 6555 |
| Catholic Education Commission of WA | PO Box 198 LEEDERVILLE WA 6903 |
| Community School | 160 High Street FREMANTLE WA 6160 |
| Forrestfield Christian School | 336 Hawtin Road FORRESTFIELD WA 6058 |
| Guildford Grammar School | Locked Bag 5 GUILDFORD WA 6935 |
| Hale School | Hale Road WEMBLEY DOWNS WA 6019 |
| Korsunski-Carmel School | Cresswell Road DIANELLA WA 6062 |
| Kulkarriya Community School | PO Box 3 FITZROY CROSSING WA 6765 |
| Methodist Ladies College | PO Box 222 CLAREMONT WA 6010 |
| Montessori School | PO Box 194 KINGSLEY WA 6026 |
| Penrhos College | PO Box 690 COMO WA 6952 |
| Presbyterian Ladies College (Inc.) | 14 McNeil Street PEPPERMINT GROVE WA 6011 |
| The Roman Catholic Archbishop of Perth (Inc.) | Victoria Square PERTH WA 6000 |
| Scotch College (Inc.) | PO Box 223 CLAREMONT WA 6010 |

Seventh Day Adventist School

Cnr Ninth and Wungong Roads
ARMADALE WA 6112

Speech and Hearing Centre for Children (WA) Inc.

PO Box 186
WEMBLEY WA 6913

St Hilda's Anglican School For Girls (Inc.)

PO Box 34
MOSMAN PARK WA 6912

St. Mary's Anglican Girls School (Inc.)

PO Box 105
KARRINYUP WA 6923

Trinity College

Trinity Drive
EAST PERTH WA 6004

Wesley College

PO Box 149
SOUTH PERTH WA 6951

UNION PARTY

The Independent Schools Salaried Officers' Association
of Western Australia, Industrial Union of Workers

PO Box 8444, Perth Business Centre,
PERTH WA 6849

VARIATION RECORD

INDEPENDENT SCHOOLS ADMINISTRATIVE AND TECHNICAL OFFICERS AWARD
1993

NO. A 15 OF 1991

Delivered 07/04/93 at 73 WAIG 1017

Consolidated at

| CLAUSE NO. | EXTENT VARIATION | OF | ORDER NO. | OPERATIVE DATE | GAZETTE REFERENCE |
|---|-------------------------------|----|--------------|----------------|----------------------|
| 1. Title | | | | | |
| (1A. State Wage Principles) | | | | | |
| | Cl. & Title | | 1457/93 | 24/12/93 | 74 WAIG 198 |
| (1A. State Wage Principles December 1993) | | | | | |
| | Cl. & Title | | 985/94 | 30/12/94 | 75 WAIG 23 |
| (1A. Statement of Principles December 1994) | | | | | |
| | Cl. & Title | | 1164/95 | 21/03/96 | 76 WAIG 911 |
| (1A. Statement of Principles March 1996) | | | | | |
| | Cl & Title | | 915/96 | 7/08/96 | 7 WAIG 3368 |
| (1A Statement of Principles - August 1996) | | | | | |
| | Cl & Title | | 940/97 | 14/11/97 | 77 WAIG 3177 |
| (1A. Statement of Principles - November 1997) | | | | | |
| | Cl. & Title | | 757/98 | 12/06/98 | 78 WAIG 2579 |
| (1A. Statement of Principles - June, 1998) | | | | | |
| | Del. Cl. & Title | | 609/99 | 06/07/99 | 79 WAIG 1847 |
| 1B. Minimum Adult Award Wage | | | | | |
| | Ins. 1B | | 940/97 | 14/11/97 | 77 WAIG 3177 |
| | (2),(3) & (5) rates & text | | 609/99 | 01/08/99 | 79 WAIG 1847 |
| | Cl. | | 654/00 | 01/08/00 | 80 WAIG 3379 |
| | Cl | | 752/01 | 01/08/01 | 81 WAIG 1721 |

| | | | |
|-----|---------|----------|------------------------|
| CI | 797/02 | 01/08/02 | 82 WAIG 1369 |
| CI. | 569/03 | 5/06/03 | 83 WAIG 1899 & 2355 |
| (9) | 1197/03 | 1/11/03 | 83 WAIG 3537 |
| CI | 570/04 | 4/06/04 | 84 WAIG 1521 |
| CI. | 576/05 | 07/07/05 | 85 WAIG 2083 & 2570 |
| CI. | 957/05 | 07/07/06 | 86 WAIG 1631 & 2095 |
| CI. | 1/07 | 01/07/07 | 87 WAIG 1487 & 1985 |
| CI | 115/07 | 01/07/08 | Unreported |

2. Arrangement

| | | | |
|-------------------------------|----------|----------|--------------|
| (12) | A 15A/91 | 01/01/93 | 73 WAIG 1304 |
| 1A. Title | 1457/93 | 24/12/93 | 74 WAIG 198 |
| 1A. Title | 985/94 | 30/12/94 | 75 WAIG 23 |
| 1A. Title | 1164/95 | 21/03/96 | 76 WAIG 911 |
| Ins. Appendix – Resolution... | 693/96 | 16/07/96 | 76 WAIG 2768 |
| Ins. Appendix – S.49B... | 694/96 | 16/07/96 | 76 WAIG 2789 |
| 1A. Title | 915/96 | 7/08/96 | 76 WAIG 3368 |
| CI. | 1288/97 | 23/09/97 | 77 WAIG 2719 |
| 1A | 940/97 | 14/11/97 | 77 WAIG 3177 |
| Ins. 1B | 940/97 | 14/11/97 | 77 WAIG 3177 |
| 1A. Title | 757/98 | 12/06/98 | 78 WAIG 2579 |
| Del. Cl. & Title | 609/99 | 06/07/99 | 79 WAIG 1847 |
| Ins. Cl | 922/02 | 14/04/03 | 83 WAIG 1465 |

3. Area

4. Scope

| | | | |
|---------|--------|----------|--------------|
| Ins. Cl | 922/02 | 14/04/03 | 83 WAIG 1427 |
|---------|--------|----------|--------------|

5. Definitions

| | | | |
|-------------------|--------|----------|--------------|
| Ins. (8)(a) & (b) | 237/94 | 31/05/94 | 74 WAIG 1762 |
| Ins Cl | 922/02 | 14/04/03 | 83 WAIG 1427 |

6. Contract of Service

| | | | |
|--------------|--------|----------|--------------|
| (1)(a) & (b) | 237/94 | 31/05/94 | 74 WAIG 1762 |
| Ins. Cl | 922/02 | 14/04/03 | 83 WAIG 1427 |

7. Hours of Duty

| | | | |
|----------|--------|----------|--------------|
| Ins. (4) | 922/02 | 14/04/03 | 83 WAIG 1427 |
|----------|--------|----------|--------------|

8. Special Leave

| | | | |
|----------|--------|----------|--------------|
| Ins. Cl. | 922/02 | 14/04/03 | 83 WAIG 1427 |
|----------|--------|----------|--------------|

9. Sick Leave

| | | | |
|----------|--------|----------|--------------|
| Ins. Cl. | 922/02 | 14/04/03 | 83 WAIG 1427 |
|----------|--------|----------|--------------|

10. Leave Without Pay

| | | | |
|----------|--------|----------|--------------|
| Ins. (2) | 922/02 | 14/04/03 | 83 WAIG 1427 |
|----------|--------|----------|--------------|

11. Annual Leave

| | | | |
|--------|--------|----------|--------------|
| Ins.Cl | 922/02 | 14/04/03 | 83 WAIG 1427 |
|--------|--------|----------|--------------|

(12. RESERVED)

| | | | |
|----------|----------|----------|--------------|
| Del. Cl. | A 15A/91 | 01/01/93 | 73 WAIG 1304 |
|----------|----------|----------|--------------|

12. Long Service Leave

| | | | |
|----------|----------|----------|--------------|
| Ins. Cl. | A 15A/91 | 01/01/93 | 73 WAIG 1304 |
|----------|----------|----------|--------------|

| | | | |
|---------|--------|----------|--------------|
| Ins. Cl | 922/02 | 14/04/03 | 83 WAIG 1427 |
|---------|--------|----------|--------------|

13. Carer's Leave

| | | | |
|------------------|--------|----------|--------------|
| Ins. Title & Cl. | 922/02 | 14/04/03 | 83 WAIG 1427 |
|------------------|--------|----------|--------------|

13. Classifications

| | | | |
|------------|--------|----------|--------------|
| Renumbered | 922/02 | 14/04/03 | 83 WAIG 1427 |
|------------|--------|----------|--------------|

14. Classifications

| | | | |
|---------|--------|----------|--------------|
| Ins No. | 922/02 | 14/04/03 | 83 WAIG 1427 |
|---------|--------|----------|--------------|

(14. Salaries)

| | | | |
|---------------------------------------|---------|----------|--------------|
| (1)(a) | 1284/94 | 02/03/95 | 75 WAIG 947 |
| (1)(a) | 1100/95 | 21/12/95 | 76 WAIG 176 |
| (1)(a) | 1829/96 | 21/12/96 | 77 WAIG 979 |
| Rates & Ins. Text | 940/97 | 14/11/97 | 77 WAIG 3177 |
| (1)(a) | 1484/98 | 6/10/98 | 78 WAIG 4351 |
| (1)(a) rates, (a)(iii) insert text | 609/99 | 01/08/99 | 79 WAIG 1847 |
| Cl. | 654/00 | 01/08/00 | 80 WAIG 3379 |
| Cl | 752/01 | 01/08/01 | 81 WAIG 1721 |
| (1) (a) | 797/02 | 01/08/02 | 82 WAIG 1369 |
| Renumbered | 922/02 | 14/04/03 | 83 WAIG 1427 |

15. Salaries

| | | | |
|------------------|--------|----------|------------------------|
| Ins. Title & Cl. | 922/02 | 14/04/03 | 83 WAIG 1427 |
| Cl. | 569/03 | 5/06/03 | 83 WAIG 1899 & 2355 |
| Cl | 570/04 | 4/06/04 | 84 WAIG 1521 & 1856 |
| Cl. | 576/05 | 07/07/05 | 85 WAIG 2083 & 2570 |
| Cl. | 957/05 | 07/07/06 | 86 WAIG 1631 & 2095 |
| Cl. | 1/07 | 01/07/07 | 87 WAIG 1487 & 1985 |
| Cl | 115/07 | 01/07/08 | Unreported |

(15. Bereavement Leave)

| | | | |
|------------|--------|----------|--------------|
| Renumbered | 922/02 | 04/06/03 | 83 WAIG 1427 |
|------------|--------|----------|--------------|

16. Bereavement Leave

| | | | |
|-----------------|--------|----------|--------------|
| Ins. Title & Cl | 922/02 | 14/04/03 | 83 WAIG 1427 |
|-----------------|--------|----------|--------------|

16. Maternity Leave

| | | | |
|------------------------|----------|----------|--------------|
| Renumbered Retitled | – 922/02 | 14/04/03 | 83 WAIG 1427 |
|------------------------|----------|----------|--------------|

17. Parental Leave

| | | | | |
|---------------------------|----------------------------|---------|----------|--------------|
| | Ins. Title & Cl | 922/02 | 14/04/03 | 83 WAIG 1427 |
| 17. Travelling Allowances | | | | |
| | Renumbered | 922/02 | 14/04/03 | 83 WAIG 1427 |
| 18. Travelling Allowances | | | | |
| | Ins. Title & Cl. | 922/02 | 14/04/03 | 83 WAIG 1427 |
| 18. Salary Record | | | | |
| | (3) Ins. Text | 491/98 | 16/04/98 | 78 WAIG 1471 |
| | Renumbered | 922/02 | 14/04/03 | 83 WAIG 1427 |
| 19. Salary Record | | | | |
| | Ins.number,title & Cl | 922/02 | 14/04/03 | 83 WAIG 1427 |
| 20. Inspection of Records | | | | |
| | Ins number,title & Cl. | 922/02 | 14/04/03 | 83 WAIG 1427 |
| 21. Right of Entry | | | | |
| | Ins.new number,title & Cl. | 922/02 | 14/04/03 | 83 WAIG 1427 |
| 19. Location Allowances | | | | |
| | Cl. | 943/93 | 01/07/93 | 73 WAIG 1989 |
| | Cl. | 714/94 | 01/07/94 | 74 WAIG 1869 |
| | Cl | 641/95 | 01/07/95 | 75 WAIG 125 |
| | Cl. | 911/96 | 01/07/96 | 76 WAIG 3365 |
| | Cl. | 1400/97 | 01/07/97 | 77 WAIG 2547 |
| | Cl. | 975/98 | 1/07/98 | 78 WAIG 2999 |
| | Cl. | 690/99 | 01/07/99 | 79 WAIG 1843 |
| | Cl. | 1050/00 | 01/08/00 | 80 WAIG 3153 |
| | Cl | 718/01 | 01/08/01 | 81 WAIG 1559 |
| | Cl. | 686/02 | 01/07/02 | 82 WAIG 1185 |

| | | | |
|------------|--------|----------|--------------|
| Renumbered | 922/02 | 14/04/03 | 83 WAIG 1427 |
| Cl. | 570/03 | 01/07/03 | 83 WAIG 1657 |
| Cl | 696/04 | 1/07/04 | 84 WAIG 2145 |
| Cl. | 458/05 | 07/07/05 | 85 WAIG 1893 |

22. Location Allowances

| | | | |
|-------------------------|--------|----------|--------------|
| Ins new no, title & Cl. | 922/02 | 14/04/03 | 83 WAIG 1427 |
| Cl. | 59/06 | 01/07/06 | 86 WAIG 1471 |
| Cl. | 53/07 | 01/07/07 | 87 WAIG 2435 |

20. No Reduction

| | | | |
|---------------------|--------|----------|--------------|
| Del no. title & Cl. | 922/02 | 14/04/03 | 83 WAIG 1427 |
|---------------------|--------|----------|--------------|

21. Higher Duties

| | | | |
|----------|--------|----------|--------------|
| Renumber | 922/02 | 14/04/03 | 83 WAIG 1427 |
|----------|--------|----------|--------------|

23. High Duties

| | | | |
|-----------------------|--------|----------|--------------|
| Ins. Number and Title | 922/02 | 14/04/03 | 83 WAIG 1427 |
|-----------------------|--------|----------|--------------|

22. Public Holidays

| | | | |
|------------|--------|----------|--------------|
| Renumbered | 922/02 | 14/04/03 | 83 WAIG 1427 |
|------------|--------|----------|--------------|

24. Public Holidays

| | | | |
|-------------------------|--------|----------|--------------|
| Ins. Number, Title & Cl | 922/02 | 14/04/03 | 83 WAIG 1427 |
|-------------------------|--------|----------|--------------|

23. Superannuation

| | | | |
|-----------|--------|----------|--------------|
| Ins. Text | 599/98 | 30/06/98 | 78 WAIG 2559 |
| Renumber | 922/02 | 14/04/03 | 83 WAIG 1427 |

25. Superannuation

| | | | |
|------------------------------|--------|----------|--------------|
| Ins. New number, title & Cl. | 922/02 | 14/04/03 | 83 WAIG 1427 |
|------------------------------|--------|----------|--------------|

24. Consultative Provisions

| | | | |
|----------|--------|----------|--------------|
| Renumber | 922/02 | 14/04/03 | 83 WAIG 1427 |
|----------|--------|----------|--------------|

26. Consultative Provisions

| | | | |
|-------------------------|--------|----------|--------------|
| Ins. New number, title. | 922/02 | 14/04/03 | 83 WAIG 1427 |
|-------------------------|--------|----------|--------------|

25. Supported Wage

| | | | |
|----------|---------|----------|--------------|
| Ins Cl. | 1288/97 | 23/09/97 | 77 WAIG 2719 |
| Renumber | 922/02 | 14/04/03 | 83 WAIG 1427 |

27. Supported Wage

| | | | |
|----------------------|--------|----------|--------------|
| Ins. New No. & Title | 922/02 | 14/04/03 | 83 WAIG 1427 |
|----------------------|--------|----------|--------------|

28. Redundancy Provisions

| | | | |
|-----------------------------|--------|----------|--------------|
| Ins. New No., title and Cl. | 922/02 | 14/04/03 | 83 WAIG 1427 |
|-----------------------------|--------|----------|--------------|

Appendix – Resolution of Disputes Requirement

| | | | |
|---------------------------------|---------|----------|--------------|
| Ins. Appendix (1),(6), Del. (7) | 693/96 | 16/07/96 | 76 WAIG 2768 |
| | 2053/97 | 22/11/97 | 77 WAIG 3079 |

Schedule A. – Salaries (ASNA)

| | | | |
|-----------------------------|--------|----------|---------------------|
| Ins. New Title and Schedule | 922/02 | 14/04/03 | 83 WAIG 1427 |
| Cl | 957/05 | 7/07/06 | 86 WAIG 1631 & 2095 |
| Cl. | 1/07 | 01/07/07 | 87 WAIG 1487 & 1985 |
| Cl | 115/07 | 01/07/08 | Unreported |

Schedule A – Parties

| | | | |
|------------------------|--------|----------|---------------------|
| Del title and schedule | 922/02 | 14/04/03 | 83 WAIG 1427 |
| Cl. | 569/03 | 5/06/03 | 83 WAIG 1899 & 2355 |
| Cl | 570/04 | 4/06/04 | 84 WAIG 1521 & 1856 |
| Cl. | 576/05 | 07/07/05 | 85 WAIG 2083 & 2570 |

Schedule B – Parties

| | | | |
|-------------------------------|--------|----------|--------------|
| Ins New Title and Schedule | 922/02 | 14/04/03 | 83 WAIG 1427 |
|-------------------------------|--------|----------|--------------|

Appendix - S.49B - Inspection of Records Requirements

| | | | |
|------------------------------|---------|----------|--------------|
| Ins. Appendix | 694/96 | 16/07/96 | 76 WAIG 2789 |
| (1) ins. Text | 2053/97 | 22/11/97 | 77 WAIG 3138 |
| App. | 491/98 | 16/04/98 | 78 WAIG 1471 |
| Delete title and appendix | 922/02 | 14/04/03 | 83 WAIG 1427 |