

Nurses' (Independent Schools) Award

1. - TITLE

This award shall be known as the Nurses' (Independent Schools) Award.

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 \$708.90 per week payable on and from the commencement of the first pay period on or after 1 July 2017.
- (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, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the Minimum Conditions of Employment Act 1993.
- (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 2017 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 \$607.60 per week on and from the commencement of the first pay period on or after 1 July 2017.

- (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

2. - ARRANGEMENT

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2A. - STATE WAGE PRINCIPLES, - SEPTEMBER 1989

It is a term of this Award that the Union undertakes for the duration of the Principles determined by the Commission in Court Session in Application No. 1940 of 1989 not to pursue any extra claims, award or overaward except when consistent with the State Wage Principles.

3. - SCOPE

This Award shall apply to nurses employed as such by Independent Schools.

4. - AREA

This award shall have effect throughout the State of Western Australia.

5. - TERM

The term of this Award shall be for a period of three (3) years as from the beginning of the first pay period commencing after the date hereof.

6. - DEFINITION

Nurse shall mean one who is registered or entitled to be registered as a general trained nurse in Western Australia under the Nurses Act 1921 - 1957.

7. - WAGES

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

	Base Rate Per Week \$	Arbitrated Safety Net Adjustments \$	Total Rate Per Week \$
1st year	471.60	395.20	866.80
2nd year	495.10	397.10	892.20
3rd year	518.70	396.70	915.40
4th year	542.30	400.80	943.10
5th year	565.90	402.70	968.60
6th year	589.50	404.50	994.00
7th year	613.00	406.40	1019.40
8th year	636.60	406.20	1042.80

- (2) Progression through the abovementioned scale shall be by annual 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 increment level. Experience shall include time spent in relevant post basic courses.

The onus of proof of previous experience shall rest with the employee.

- (4) 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.

8. - SICK LEAVE

- (1) (a) An employee who is unable to attend or remain at her/his place of employment during the ordinary hours of work by reason of personal ill health or injury shall be entitled to payment during such absence in accordance with the following provisions.
- (b) Entitlement to payment shall accrue at the rate of 1/6th of a week for each completed month of service with the employer.

- (c) If in the first or successive years of service with the employer an employee is absent on the ground of personal ill health or injury for a period longer than her/his entitlement to paid sick leave, payment may be adjusted at the end of that year of service, or at the time the employee's services terminate, if before the end of that year of service, to the extent that the employee has become entitled to further paid sick leave during that year of service.
- (2) The unused portions of the entitlement to paid sick leave in any one year shall accumulate from year to year and subject to this clause may be claimed by the employee if the absence by reason of personal ill health or injury exceeds the period for which entitlement has accrued during the year at the time of the absence. Provided that an employee shall not be entitled to claim payment for any period exceeding ten weeks in any one year of service.
- (3) To be entitled to payment in accordance with this clause the employee shall, as soon as reasonably practicable, advise the employer of her/his inability to attend for work, the nature of her/his illness or injury and the estimated duration of the absence. Provided that such advice, wherever possible, shall be given to the employer prior to the commencement of the absence.
- (4) A medical certificate is required for any period in excess of two days. Employees shall not be required to provide a medical certificate with respect to absences of two days or less unless the employer requests such in writing.
- (5)
 - (a) Subject to the provisions of this subclause, the provisions of this clause apply to an employee who suffers personal ill health or injury during the time when she/he is absent on vacation leave and an employee may apply for, and the employer shall grant, paid sick leave in place of paid vacation leave.
 - (b) Application for replacement shall be made within seven days of resuming work and then only if the employee was confined to her/his place of residence or a hospital as a result of her/his personal ill health or injury for a period of seven consecutive days or more and she/he produces a certificate from a registered medical practitioner that she/he was so confined. Provided that the provisions of this paragraph do not relieve the employee of the obligation to advise the employer in accordance with subclause (3) of this clause if she/he is unable to attend for work on the working day next following her/his vacation leave.
 - (c) Replacement of paid vacation leave by paid sick leave shall not exceed the period of paid sick leave to which the employee was entitled at the time she/he proceeded on vacation leave and shall not be made with respect to fractions of a day.
 - (d) Where paid sick leave has been granted by the employer in accordance with paragraphs (a), (b) and (c) of this subclause, that portion of the vacation leave equivalent to the paid sick leave is hereby replaced by the paid sick leave and the replaced vacation leave may be taken at another time mutually agreed to by the employer and the employee or, failing agreement, shall be added to the employee's next period of vacation leave or, if termination occurs before then, be paid for in accordance with the provisions of Clause 10. - Vacation Leave.
 - (e) Payment for replaced vacation leave shall be at the rate of wage applicable at the time the leave is subsequently taken provided that the vacation leave loading prescribed in Clause 10. - Vacation Leave shall be deemed to have been paid with respect to the replaced vacation leave.
 - (f) Provided that this subclause shall apply only in respect of four weeks of vacation leave taken in any year.
- (6) Where a business has been transmitted from one employer to another and the employee's service has been deemed continuous in accordance with subclause (3) of Clause 2 of the Long Service Leave provisions published in volume 59 of the Western Australian Industrial Gazette at pages 1 - 6, the paid sick leave standing to the credit of the employee at the date of transmission from service with the transmittor shall stand to the credit of the employee at the commencement of service with the transmittor and may be claimed in accordance with the provisions of this clause.

- (7) The provisions of this clause in respect to payment do not apply to employees who are entitled to payment under the Workers' Compensation Act nor to employees whose injury or illness is the result of the employee's own misconduct.
- (8) The provisions of this clause do not apply to casual employees.

9. - TIME OFF DUTY

All employees shall be entitled to 48 hours off duty each week, such hours shall be consecutive unless the employee and employer agree otherwise.

10. - VACATION LEAVE

- (1) Except as hereinafter provided, an employee shall be allowed the leave granted by the school in which she/he is employed without deduction of pay: Provided that such leave shall be not less than six weeks during the Christmas vacation nor ten days during each of the term vacations.
- (2) If after one month's continuous service in any qualifying twelve monthly period an employee terminates her/his employment or her/his 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 her/his 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 she/he 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 her/his right to paid leave.
- (4) A 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 she/he is on leave engage in any employment for hire or reward in substitution for the employment from which she/he is on leave, and if an employee breaches this provision she/he shall thereupon forfeit her/his right of leave upon which she/he has entered, and the employer shall be entitled to withhold any further payment in respect of the period and to reclaim any payments already made on account of such period of leave.
- (6) A leave loading equivalent to 17.5% of four weeks' salary shall be paid to an employee including a part time employee who has worked for all four terms in that calendar year.

The loading shall be paid in the final pay in December of that year.

- (7) This clause shall not apply to casual employees.

11. - CONTRACT OF SERVICE

- (1) Except in the case of casuals the contract of service shall be fortnightly and may be terminated by either party by the giving of two week's notice on any day to the other party or by the forfeiture or payment as the case may be of two week's pay in lieu of such notice.
- (2) The contract of service of a casual employee shall be daily terminable by one day's notice or by the payment or forfeiture of one day's wages.

12. - PART TIME EMPLOYEES

- (1) Notwithstanding anything contained herein, an employer shall be at liberty to employ part time employees.

- (2) A part time employee means an employee engaged on a fortnightly contract of service who regularly works less than 38 hours per week.
- (3) Such employees shall receive the rate of wage specified in this award as is proportionate to the time worked without payment of casual rates.
- (4) Part time employees shall be allowed sick leave and annual leave in accordance with the provisions of this award, only in the proportion which their weekly hours of duty bear to 38.

13. - BOARD AND LODGING

- (1) The charge for full board and lodging provided to an employee by the employer shall be \$9.20 per night.
- (2) Where the employer provides meals only to an employee the following charges shall apply -

Lunch and Dinner	\$3.60
Breakfast	\$2.05
- (3) An accredited representative of the Federation 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) hereof 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.

14. - LAUNDRY AND UNIFORMS

- (1) Where an employee is required by the employer to wear a uniform, sufficient uniforms shall be provided at the employer's expense. In lieu of providing uniforms, the employer shall pay an allowance of \$4.70 per week to the employee.
- (2) Uniforms shall be laundered free of cost to employees. Where the uniforms of any employee cannot be laundered by the school an allowance of \$1.50 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.

15. - MATERNITY LEAVE

- (1) Eligibility for Maternity Leave.

An employee who becomes pregnant shall, upon production to her employer of a certificate from a duly qualified medical practitioner stating the presumed date of her confinement, be entitled to maternity leave provided that she has had not less than 12 months' continuous service with that employer immediately preceding the date upon which she proceeds upon such leave.

For the purposes of this clause:

- (a) An employee shall include a part-time employee but shall not include an employee engaged upon casual or seasonal work.
- (b) Maternity leave shall mean unpaid maternity leave.

(2) Period of Leave and Commencement of Leave.

- (a) Subject to subclauses (3) and (6) hereof, the period of maternity leave shall be for an unbroken period of from twelve to 52 weeks and shall include a period of six weeks' compulsory leave to be taken immediately before the presumed date of confinement and a period of six weeks' compulsory leave to be taken immediately following confinement.
- (b) An employee shall, not less than 10 weeks prior to the presumed date of confinement, give notice in writing to her employer stating the presumed date of confinement.
- (c) An employee shall give not less than four weeks' notice in writing to her employer of the date upon which she proposes to commence maternity leave, stating the period of leave to be taken.
- (d) An employee shall not be in breach of this order as a consequence of failure to give the stipulated period of notice in accordance with paragraph (c) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.

(3) 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 employee make it inadvisable for the employee to continue at her present work, the employee shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

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 duly qualified medical practitioner. Such leave shall be treated as maternity leave for the purposes of subclauses (7), (9) and (10) hereof.

(4) Variation of Period of Maternity Leave

- (a) Provided the addition does not extend the maternity leave beyond 52 weeks, the period may be lengthened once only, save with the agreement of the employer, by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be lengthened.
- (b) The period of leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(5) Cancellation of Maternity Leave

- (a) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.
- (b) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be right of the employee 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 employee to the employer that she desires to resume work.

(6) Special Maternity Leave and Sick Leave

- (a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then -
 - (i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, or
 - (ii) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to

which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work

- (b) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed 52 weeks.
- (c) For the purposes of subclauses (7), (8) and (9) hereof, maternity leave shall include special maternity leave.
- (d) An employee returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (3), to the position she held immediately before such transfer.

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

(7) Maternity Leave and Other Leave Entitlements

Provided the aggregate of leave including leave taken pursuant to subclauses (3) and (6) hereof does not exceed 52 weeks:

- (a) An employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which she 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 employee during her absence on maternity leave.

(8) Effect of Maternity Leave on Employment

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

(9) Termination of Employment

- (a) An employee on maternity leave may terminate 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 employee on the grounds of her pregnancy or of her absence on maternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(10) Return to Work After Maternity Leave

- (a) An employee shall confirm her intention of returning to her work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.
- (b) An employee upon the expiration of the notice required by paragraph (a) hereof, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (3), to the position which she held immediately before such transfer. Where such position no longer exists but there are other positions available for which the employee is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.

(11) Replacement Employees

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

16. - CASUAL EMPLOYEES

- (1) A "casual employee" means an employee who is not employed on a regular basis and who is engaged by the employer for a period not exceeding ten weeks in duration.
- (2) Casual employees shall be paid 20% in addition to the rates specified in this award for his/her class of work.
- (3) Casual employees shall not be entitled to be paid for public holidays on which they are not required to work, nor shall they be entitled to the provisions of Clause 8. - Sick Leave, Clause 10. - Vacation Leave or Clause 17. - Long Service Leave.
- (4) The minimum period of engagement of a casual shall be three hours.

17. - LONG SERVICE LEAVE

- (1) The long service leave entitlement shall be in accordance with the Long Service Leave provisions published in volume 59 of the "Western Australian Industrial Gazette" at pages 1 to 6.
- (2) Except that where an employee has become entitled to a period of long service in accordance with this clause the employee shall commence such leave as soon as possible after the accrual date in a manner mutually agreed between the employer and the employee and by one of the following options approved by the employer:
 - (a) as a semester, with approved leave without pay for that portion which exceeds the long service leave period;
 - (b) as a term, with any excess entitlement being taken with future long service leave or paid out on termination, resignation or retirement. The excess cannot be used to reduce a future accrual period;
 - (c) as a term, with the excess entitlement falling during the Christmas vacation period being paid for in addition to the ordinary payment for such vacation.

The excess leave may be taken during the vacation prior to or following the term's long service leave.

18. - COMPASSIONATE LEAVE

An employee shall on the death within Australia of a spouse, defacto spouse, parent, parent-in-law, brother, sister, child or stepchild be entitled on notice of leave up to and including the day of the funeral of such relation. Such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary working days. Proof of such death shall be furnished by the employee to the satisfaction of the employer.

Payment for compassionate leave shall be made only where the employee would otherwise have been on duty.

19. - TRANSPORT

- (1) Where an employee is required during normal working hours, by the employer to work outside the usual place of employment the employer shall pay the employee any reasonable travelling expenses incurred except where an allowance is paid in accordance with the schedules to this clause.
 - (a) Where an employee is required and authorised to use the employee's own motor vehicle in the course of the employee's duties, an allowance not less than that provided for in the schedules set out hereunder shall be paid. Notwithstanding anything contained in this subclause the employer and the employee may make any other arrangement as to car allowance not less favourable to the employee.
 - (b) Where an employee in the course of a journey travels through two or more separate areas, payment at the rates prescribed herein shall be made at the appropriate rate applicable to each of the separate areas traversed.
 - (c) "Term of Employment" means a requirement made known to the employee at the time of applying for the position by way of publication in the advertisement for the position, written advice to the employee containing the offer for the position or oral communication at interview by an interviewing employee and such requirement is accepted by the employee either in writing or orally.
- (2) The allowances in this clause shall be updated by award variation in accordance with any movement in the allowances in the Public Service Award 1992, No. PSA A4 of 1989 but shall not have retrospective effect beyond the date of application.

ALLOWANCES FOR EMPLOYEES REQUIRED TO SUPPLY AND MAINTAIN A VEHICLE AS A TERM OF EMPLOYMENT SCHEDULE 1 - MOTOR CAR

Area and Details	Rate (cents) per kilometre Engine Displacement (in cubic centimetres)		
	Over 2600cc	Over 1600cc to 2600cc	1600cc & under
Metropolitan Area			
First 4,000 kilometres	136.30	118.40	103.50
Over 4,000 up to 8,000	56.70	49.10	43.70
Over 8,000 up to 16,000	30.20	26.10	23.80
Over 16,000 kilometres	31.60	27.20	24.50
South West Land Division			
First 4,000 kilometres	139.40	121.30	106.40
Over 4,000 up to 8,000	58.30	50.60	45.10
Over 8,000 up to 16,000	31.30	27.10	24.70

Over 16,000 kilometres	32.50	28.00	25.20
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South Latitude°North of 23.5

First 4,000 kilometres	154.40	135.10	118.90
Over 4,000 up to 8,000	63.90	55.70	49.70
Over 8,000 up to 16,000	33.70	29.20	26.70
Over 16,000 kilometres	33.40	28.70	25.80

Rest of State

First 4,000 kilometres	144.10	125.20	109.60
Over 4,000 up to 8,000	60.30	52.30	46.50
Over 8,000 up to 16,000	32.40	28.00	25.50
Over 16,000 kilometres	33.20	28.50	25.70

**ALLOWANCE FOR VOLUNTARY USE OF A MOTOR VEHICLE
SCHEDULE 2 - MOTOR CAR**

**Rate (cents) per kilometre
Engine Displacement
(in cubic centimetres)**

Area and Details	Over 2600cc	Over 1600cc to 2600cc	1600cc & under
Metropolitan Area	63.30	54.90	48.70
South West Land Division	65.10	56.50	50.20
South Latitude°North of 23.5	71.40	62.30	55.50
Rest of State	67.30	58.40	51.80

SCHEDULE 3 - MOTOR CYCLES

Rate cents per kilometre

Rate per kilometre	21.90
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20. - 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.

<u>TOWN</u>	<u>PER WEEK</u>
Agnew	\$21.30
Argyle	\$57.00
Balladonia	\$22.00
Barrow Island	\$37.10
Boulder	\$9.10
Broome	\$34.30
Bullfinch	\$10.00
Carnarvon	\$17.60
Cockatoo Island	\$37.60
Coolgardie	\$9.10

Cue	\$21.90
Dampier	\$29.90
Denham	\$17.60
Derby	\$35.70
Esperance	\$6.20
Eucla	\$23.90
Exmouth	\$31.30
Fitzroy Crossing	\$43.30
Halls Creek	\$50.00
Kalbarri	\$7.60
Kalgoorlie	\$9.10
Kambalda	\$9.10
Karratha	\$35.90
Koolan Island	\$37.60
Koolyanobbing	\$10.00
Kununurra	\$57.00
Laverton	\$21.80
Learmonth	\$31.30
Leinster	\$21.30
Leonora	\$21.80
Madura	\$23.00
Marble Bar	\$55.20
Meekatharra	\$18.90
Mount Magnet	\$23.70
Mundrabilla	\$23.50
Newman	\$20.50
Norseman	\$18.80
Nullagine	\$55.10
Onslow	\$37.10
Pannawonica	\$27.80
Paraburdoo	\$27.70
Port Hedland	\$29.70
Ravensthorpe	\$11.30
Roebourne	\$41.30
Sandstone	\$21.30
Shark Bay	\$17.60
Southern Cross	\$10.00
Telfer	\$50.80
Teutonic Bore	\$21.30
Tom Price	\$27.70
Whim Creek	\$35.50
Wickham	\$34.30
Wiluna	\$21.60
Wyndham	\$53.40

- (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 UnionsWA 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.

21. - PAYMENT OF WAGES

- (1) Where an obligation to pay a final amount contains a decimal figure of .5 of a cent or more, the amount to be paid shall be the next whole cent. Where the amount to be paid contains a decimal figure of less than .5 of a cent, such decimal figure shall be disregarded. Example - 5.4 cents becomes 5 cents.
- (2) Wages shall be paid weekly, fortnightly or monthly and may be paid by cheque, cash or direct deposit into the employee's nominated bank account at the discretion of the employer.
- (3) Accompanying each payment of wages shall be an advice slip to be retained by the employee. The employer shall clearly detail on this slip the gross wage, its composition, the net salary payable and show details of each deduction.

- (4) On termination of employment the employee shall be paid all monies payable to that employee before the employee leaves the employ of the school.
- (5) No deduction shall be made from the employee's wages unless the employee has authorised such deduction in writing

22. - ENTERPRISE FLEXIBILITY PROVISIONS

- (1) At each workplace, should the employer and employees see the need, then a consultative mechanism and procedures may be established, comprising representatives of the employer, employees and the Union.
- (2) The purpose of such consultative mechanisms and procedures is to facilitate the efficient operation of the workplace according to its particular needs.
- (3) The particular mechanism and procedure established shall be appropriate to the site, structure and needs of the workplace.
- (4) Where agreement is reached at a workplace and where giving effect to such agreement requires this award, as it applies at the workplace, to be varied, an application to vary shall be made to the Commission.
- (5) The agreement shall be made in writing, and be filed with the Commission.
- (6) Where an agreement made pursuant to this clause varying this award is approved it shall become a Schedule to this award, and the agreement shall take precedence over any provision of this award to the extent of any expressly identified inconsistency.
- (7) The agreement must meet the following requirements:
 - (a) The purpose of the agreement is to make the workplace operate more effectively according to its particular needs;
 - (b) The majority of employees must agree to the change;
 - (c) No employee is to be disadvantaged as a result of the agreement through reduction of any award or other legal requirements or protection's, in the contexts of their terms and conditions of employment considered as a whole;
 - (d) The Commission's safety net standards are not diminished.
- (8) Any dispute arising in relation to these matters will be dealt with in accordance with the award disputes procedures.

23. - DISPUTE SETTLEMENT PROCEDURE

- (1) **Preamble**
 - (1) (a) This subclause 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).
 - (b) Any question dispute or difficulty arising under this award shall be subject to the procedures set out herein.
 - (c) No bans, stoppages or limitations should be imposed prior to, or during, the time this procedure is being followed.

- (d) Any settlement reached which is contrary to the terms of this award shall not have effect unless or until that conflict is resolved.
- (e) This clause in no way limits the rights of employers, employees and the Union under the Occupational Health, Safety and Welfare Act 1984 or other related legislation.

(2) **Procedure**

Where the matter is raised by an employee, or a group of employees, the following steps shall be observed:

- (a) The employee(s) concerned shall discuss the matter with the immediate supervisors. If the matter cannot be resolved at this level, the supervisor shall, within two working days, refer the matter to a more senior officer nominated by the employer, and the employee(s) shall be advised accordingly.
- (b) The senior officer shall, if able, answer the matter raised within five working days of it being referred and, if the senior officer is not so able, refer the matter to the employer for his/her attention, and the employee(s) shall be advised accordingly.
- (c)
 - (i) If the matter has been referred in accordance with paragraph (b) above, the employee(s) or the job representative shall notify the Union Secretary or nominee to enable the opportunity of discussing the matter with the employer.
 - (ii) The employer shall, as soon as practicable after considering the matter before it, advise the employee(s) or, where necessary, the Union of its decision, provided that such advice shall be given within 21 calendar days of the matter being referred to the employer.
- (d) Nothing in this procedure shall preclude the parties reaching agreement to shorten or extend the period specified in paragraphs (a), (b) or (c)(ii) of this subclause.
- (e) Observance of these procedures shall in no way prejudice the right of any party in dispute to refer the matter for resolution in the Western Australian Industrial Relations Commission at any time 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 - SCHEDULE OF RESPONDENTS

Christ Church Grammar School

Aquinas College

Guildford Grammar School

Hale School

Perth College

Saint Hilda's Girls School

Wesley College

Methodist Ladies College

Presbyterian Ladies College

Saint Mary's College

SCHEDULE B - PARTIES TO THE AWARD

The following organisation is a party to this award:

The Australian Nursing Federation, Industrial Union of Workers, Perth

DATED at Perth the 13th day of November, 1963.

VARIATION RECORD

NURSES' (INDEPENDANT SCHOOLS) AWARD NO. 21B OF 1962

Delivered 13/11/63 at 43 WAIG 1273
Consolidated at 62 WAIG 2133
Consolidated s93(6) 15/02/94 at 74 WAIG 775

CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
1. Title				
(1A. State Wage Principles)				
	Ins. Cl.	1752/91	31/01/92	72 WAIG 191
	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	76 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 1843
1B. Minimum Adult Award Wage				
	Ins. 1B	940/97	14/11/97	77 WAIG 3177
	Cl.	1290/98	19/08/98	78 WAIG 3553
	(2) - (3),(5) & (8) rates & text	609/99	01/08/99	79 WAIG 1843

Cl.	654/00	01/08/00	80 WAIG 3379
Cl.	752/01	01/08/01	81 WAIG 1721
Cl.	797/02	01/08/02	82 WAIG 1369
Cl.	569/03	5/06/03	83 WAIG 1899 & 2479
(9)	1197/03	1/11/03	83 WAIG 3537
Cl.	570/04	4/06/04	84 WAIG 1521
Cl.	576/05	07/07/05	85 WAIG 2083, 2709
Cl.	957/05	07/07/06	86 WAIG 1631 & 2240
Cl.	1/07	01/07/07	87 WAIG 1487 & 2139
Cl.	115/07	01/07/08	88 WAIG 773 &1360
Cl.	1/09	01/10/09	89 WAIG 735 & 1792
Cl.	2/10	01/07/10	90 WAIG 568 & 1204
Cl.	2/11	01/07/11	91 WAIG 1008 & 1617
Cl.	2/12	01/07/12	92 WAIG 1361
Cl.	1/13	01/07/13	93 WAIG 1027
Cl.	1/14	01/07/14	94 WAIG 1246
Cl.	1/15	01/07/15	95 WAIG 1214
Cl.	1/16	01/07/16	96 WAIG 1059
Cl.	1/17	01/07/17	97 WAIG 1123

2. Arrangement

Ins. 2A	545/88	21/9/88	69 WAIG 1593
Cl.	190/87	3/7/89	69 WAIG 2336
Del. 2A	1940/89	8/9/89	69 WAIG 2913

Ins. 2A	2718/89®	08/01/90	70 WAIG 1860
Cl.	989/90(R2)	15/07/91	71 WAIG 2131
Ins. 1A	1752/91	31/01/92	72 WAIG 191
1A. Title	1457/93	24/12/93	74 WAIG 198
1A. Title	985/94	30/12/94	75 WAIG 23
Ins. 22	1062/95	16/11/95	75 WAIG 3291
1A. Title	1164/95	21/03/96	76 WAIG 911
Ins. Appendix – Resolution...	693/96	16/07/96	76 WAIG 2768
Corr.del App resol	693/96	16/07/96	76 WAIG 2768
1A. Title	915/96	7/08/96	76 WAIG 3368
23. Title	693/96	16/08/96	76 WAIG 2768
1A	940/97	14/11/97	77 WAIG 3177
Ins. 1B	940/97	14/11/97	77 WAIG 3177
Sch. A – Title	2185/97	04/02/98	78 WAIG 1050
Sch. B – Title	2185/97	04/02/98	78 WAIG 1050
1A. Title	757/98	12/06/98	78 WAIG 2579
Del. 1A	609/99	06/07/99	79 WAIG 1843

(2A. State Wage Principles – September 1988)

Ins. 2A	545/88	21/9/88	69 WAIG 1593
Cl.	190/87	3/7/89	69 WAIG 2336
Del. Cl. & Title	1940/89	8/9/89	69 WAIG 2913

2A. State Wage Principles 1989

Ins cl.	2718/89(R)	08/01/90	70 WAIG 1860
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3. Scope

4. Area

Cl.	190/87	3/7/89	69 WAIG 2336
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5. Term

6. Definition

7. Wages

Cl.	537/82	4/11/82	62 WAIG 2819
Cl.	680/83	24/12/83	64 WAIG 205
Cl.	1262/87	26/8/88	69 WAIG 64
Cl.	545/88	21/9/88	69 WAIG 1593
Cl.	190/87	3/7/89	69 WAIG 2336
(1)	2718/89(R)	08/01/90	70 WAIG 1860
(1)	1797/89	01/02/90	70 WAIG 1860
(1)	989/90(R2)	15/07/91	71 WAIG 2131
(1)	1113/92	10/09/93	73 WAIG 2704
Cl.	94/95	01/04/95	75 WAIG 1930
Cl.	1062/95	16/11/95	75 WAIG 3291
Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177
(1);(4) - (5)	2185/97	04/02/98	78 WAIG 1050
(1),(5)	1290/98	19/08/98	78 WAIG 3553
Rates, (6)(b) insert text	609/99	01/08/99	79 WAIG 1843
Cl.	654/00	01/08/00	80 WAIG 3379
Cl	752/01	01/08/01	81 WAIG 1721

(1)	797/02	01/08/02	82 WAIG 1369
Cl.	569/03	5/06/03	83 WAIG 1899 & 2479
Cl.	570/04	4/06/04	84 WAIG 1521 & 1946
Cl.	576/05	07/07/05	85 WAIG 2083, 2709
Cl.	957/05	07/07/06	86 WAIG 1631 & 2240
Cl.	1/07	01/07/07	87 WAIG 1487 & 2139
Cl.	115/07	01/07/08	88 WAIG 773 & 1360
Cl.	1/09	01/10/09	89 WAIG 735 & 1792
Cl.	2/10	01/07/10	90 WAIG 568 & 1204
Cl.	2/11	01/07/11	91 WAIG 1008 & 1617
Cl.	2/12	01/07/12	92 WAIG 1361
Cl.	1/13	01/07/13	93 WAIG 1027
Cl.	1/14	01/07/14	94 WAIG 1246
Cl.	1/15	01/07/15	95 WAIG 1214
Cl.	1/16	01/07/16	96 WAIG 1059
Cl.	1/17	01/07/17	97 WAIG 1123

8. Sick Leave

Cl.	989/90(R2)	15/07/91	71 WAIG 2131
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9. Time Off Duty

Cl.	989/90(R2)	15/07/91	71 WAIG 2131
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10. Vacation Leave

Cl.	989/90(R2)	15/07/91	71 WAIG 2131
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11. Contract of Service

(2)	989/90(R2)	15/07/91	71 WAIG 2131
12. Part Time Employees and Casuals			
Cl.	190/87	3/7/89	69 WAIG 2336
Cl.	989/90(R2)	15/07/91	71 WAIG 2131
13. Board and Lodging			
Cl.	989/90(R2)	15/07/91	71 WAIG 2131
(1) - (2)	1113/92	10/09/93	73 WAIG 2704
14. Laundry and Uniforms			
Cl.	190/87	3/7/89	69 WAIG 2336
15. Maternity Leave			
16. Board of Reference			
Cl.	989/90(R2)	15/07/91	71 WAIG 2131
17. Long Service Leave			
Cl.	989/90(R2)	15/07/91	71 WAIG 2131
(18. Liberty to Apply)			
Cl. & Title	190/87	3/7/89	69 WAIG 2336
18. Compassionate Leave			
19. Transport			
Cl.	1262/87	26/8/88	69 WAIG 64
Cl.	190/87	3/7/89	69 WAIG 2336
(1)(c); Del. Preamb & Sch Ins. (2) & Sch. 1 - 3	989/90(R2)	15/07/91	71 WAIG 2131
(2)	2185/97	24/11/97	78 WAIG 1050
20. Location Allowances			

(1);(13)	834/89	01/07/89	69 WAIG 3217
Cl.	190/87	03/7/89	69 WAIG 2336
Cl.	778 & 1065/90	01/07/90	70 WAIG 2995
(1)	1049/91	01/07/91	71 WAIG 2753
Del. (3)-(12); Ins.(3)-(11)	989/90(R2)	15/07/91	71 WAIG 2131
Cl.	851/92	01/07/92	72 WAIG 2498
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 2125
Cl.	911/96	01/07/96	76 WAIG 3365
Cl.	1400/97	01/07/97	77 WAIG 2547
Cl.	975/98	01/07/98	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
Cl.	570/03	01/07/03	83 WAIG 1657
Cl.	696/04	01/07/04	84 WAIG 2145
Cl.	458/05	01/07/05	85 WAIG 1893
Cl.	59/06	01/07/06	86 WAIG 1471
Cl.	53/07	01/07/07	87 WAIG 2435
Cl.	9/08	01/07/08	88 WAIG 689
Cl.	24/09	01/07/09	89 WAIG 729
Corr. Ord Sch B (7)(a)(i) - (ii)	24/09	01/07/09	89 WAIG 2483

Cl.	117/10	01/07/10	90 WAIG 561
Cl.	24/11	01/07/11	91 WAIG 995
Cl.	2/12	01/07/12	92 WAIG 725
Cl.	7/13	01/07/13	93 WAIG 461
Cl.	11/14	01/07/14	94 WAIG 669
Cl.	118/15	01/07/15	95 WAIG 700
Cl.	15/16	01/07/16	96 WAIG 631
Cl.	20/17	01/07/17	97 WAIG 585

21. Payment of Wages

Cl.	190/87	3/7/89	69 WAIG 2336
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22. Enterprise Flexibility Provisions

Ins. Cl.	1062/95	16/11/95	75 WAIG 3291
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23. Dispute Settlement Procedure

Ins. Cl.	693/96	16/08/96	76 WAIG 2768
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(1)(a),(2)(e); del. (3)	2053/97	22/11/97	77 WAIG 3079
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(Appendix - Resolution of Disputes Requirement)

Ins. Appendix	693/96	16/07/96	76 WAIG 2768
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Corr.del App resol	693/96	16/07/96	76 WAIG 2768
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(Schedule)

Cl. Title	2185/97	04/02/98	78 WAIG 1050
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Schedule A - Schedule of Respondents

Schedule B - Parties to the Award

Ins. Cle

2185/97

04/02/98

78 WAIG 1050

Orders Effecting This Award

C 944/88

69 WAIG 2836

C 912/88

69 WAIG 2838.

C 1017/88

69 WAIG 2841.