

# Teachers' Aides' (Independent Schools) Award 1988 No. A 27 of 1987

## 1. - TITLE

This award shall be known as the "Teachers' Aides' (Independent Schools)" Award 1988 and replaces the Teachers' Aides' (Independent Schools) Award No. A 1 of 1983 as varied.

## 1B. - MINIMUM ADULT AWARD WAGE

- (1) No adult employee 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 adult employees is \$484.40 per week payable on and from 7<sup>th</sup> July 2005.
- (3) The Minimum Adult Award Wage of \$484.40 per week is deemed to include all arbitrated safety net adjustments from State Wage Case decisions.
- (4) Unless otherwise provided in this clause adults employed as casuals, part time employees or pieceworkers 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) Juniors 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 of \$484.40 per week.
- (6)
  - (a) 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.
  - (b) Liberty to apply is reserved in relation to any special categories of employees not included here or otherwise in relation to the application of the Minimum Adult Award Wage.
- (7) 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.
- (8) Minimum Adult Award Wage

The rates of pay in this award include the minimum weekly wage for adult employees payable under the 2005 State Wage Case Decision. Any increase arising from the insertion of the minimum adult award 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 adult award wage.

- (9) Adult Apprentices

- (a) Notwithstanding the provisions of this clause, an apprentice, 21 years of age or over, shall not be paid less than \$406.70 per week.
- (b) The rate paid in paragraph (a) above 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 this award for an adult apprentice in force immediately prior to 5<sup>th</sup> June 2003.

## 2. - ARRANGEMENT

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Schedule A – Parties to the Award

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## 3. - AREA

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

## 4. - SCOPE

This award shall be binding on Teachers' Aides and Child Care Workers employed in any independent school in any of the classifications referred to in Clause 14. - Wages of this award.

## 5. - TERM

This award shall be for a period of six months and shall have effect as from the beginning of the first pay period commencing on or after the 1st day of February, 1988.

#### 6. - HOURS

The ordinary hours of work shall be 32.5 per week to be worked between Monday and Friday inclusive.

Provided that where the nature of the work requires the ordinary hours of work to be longer than 32.5, the employer and the Union may agree to the ordinary hours of work being up to but not exceeding 38 per week.

#### 7. - HOLIDAYS

- (1) Except as hereinafter provided an employee shall be allowed the holidays granted by the school in which he/she is employed, including term and Christmas vacations, without deduction of pay.
- (2) Subject to the provisions of subclause (3) of this clause, each employee shall be paid his/her ordinary wages for any day on which he/she is relieved of the obligation to present him/herself for work.
- (3) An employee who is employed to work less than the full school year shall be entitled to payment at the ordinary rate of pay for or in lieu of the term and Christmas vacation periods related to that school year on the basis of one week's pay for each four weeks which the employee was employed to actually work in the school.

#### 8. - ANNUAL LEAVE LOADING

- (1) An annual leave loading shall be included in the final payment of ordinary wages made in December of each year to employees who have been employed for all four terms in a calendar year.
- (2) Subject to subclause (3) of this clause, the annual leave loading shall be 17.5 percent of four weeks' wages at the rate of pay applicable at the time of payment.
- (3) If an employee commences after the beginning of first term in a calendar year then the leave loading shall be paid, proportionate to the length of service in that year, in December of that year, provided that the employee's contract of employment is continuing into the next calendar year.

#### 9. - SICK LEAVE

- (1)
  - (a) An employee shall be entitled to payment for non attendance on the ground of personal ill health or injury at the rate of one day's pay for each four weeks which the employee was employed to actually work in the school.
  - (b) The unused portion of the entitlement prescribed in paragraph (a) of this subclause in any accruing year shall be allowed to accumulate and may be availed of in the next or any succeeding year.

Provided that an employee shall not be entitled to claim payment for any period exceeding 13 weeks in any one year of service.

- (2) This clause shall not apply where the employee is entitled to compensation under the Workers' Compensation and Assistance Act, 1981.
- (3) An employee shall not be entitled to the benefits of this clause unless he/she produces proof to the satisfaction of the employer or the employer's representative of such incapacity, provided that the employer shall not be entitled to a medical certificate for absences of less than three consecutive working days unless the total of such absences exceeds five days in any one accruing year.

- (4) No payment shall be made for any absence due to the employee's own fault, neglect or misconduct.

#### 10. - CONTRACT OF EMPLOYMENT

- (1) The contract of employment of every employee shall be a weekly contract terminable by one week's notice on either side. In the event of the employer or an employee not giving the required notice, one week's wages shall be either paid or forfeited.
- (2) The provisions of subclause (1) of this clause shall not affect the right of the employer to dismiss an employee without notice for misconduct in which case wages shall be paid up to the time of dismissal.
- (3) The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this award; provided that such duties are not designed to promote de-skilling.

- (4) Statement of Employment

An employer shall, in the event of termination of employment, provide upon request to the employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

- (5) Job Search Entitlement

- (a) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

#### 11. - PART TIME EMPLOYEES

- (1) Notwithstanding anything contained in this award, employees may be regularly employed to work less hours per week than are prescribed in Clause 6. - Hours of this award.
- (2) A part time employee employed under the provisions of this clause shall receive payment for sick leave and long service leave on a pro rata basis in the proportion which their hours of work bear to the hours fixed by Clause 6. - Hours of this award.

#### 12. - LONG SERVICE LEAVE

- (1) The Long Service Leave provisions as determined by the Western Australian Industrial Relations Commission for private industry generally in this State and as they are from time to time published in the Western Australian Industrial Gazette are hereby incorporated in and shall form part of this award.
- (2) For the purpose of paragraph (d) of subclause (1) of Clause 5. - Taking Leave of the Long Service Leave Provisions specified in subclause (1) of this clause, the term "annual leave" shall be taken to mean the summer vacation.
- (3) Provided that any day referred to in Clause 7. - Holidays of this award on which the employee is relieved of the obligation to present him/herself for work shall be deemed to be "service" for the purpose of those conditions.

### 13. - PAYMENT OF WAGES

The wages of all employees shall be paid fortnightly.

### 14. - WAGES

The minimum hourly award rate of wage payable to employees covered by this award operative on and from the 7 July 2005 shall be:

(1) Teachers Aides

|         | Base Rate (Per Hour)\$ | Arbitrated Safety Net Adjustments (Per Hour)\$ | Minimum Award Rate (Per Hour)\$ |
|---------|------------------------|--|---------------------------------|
| Step 1  | 9.35                   | 4.66   | 14.01                           |
| Step 2  | 9.54                   | 4.66   | 14.20                           |
| Step 3  | 9.74                   | 4.66   | 14.40                           |
| Step 4  | 9.98                   | 4.66   | 14.64                           |
| Step 5  | 10.27                  | 4.66   | 14.93                           |
| Step 6  | 10.64                  | 4.66   | 15.30                           |
| Step 7  | 10.95                  | 4.66   | 15.61                           |
| Step 8  | 10.71                  | 4.66   | 15.37                           |
| Step 9  | 11.02                  | 4.66   | 15.68                           |
| Step 10 | 11.33                  | 4.66   | 15.99                           |
| Step 11 | 11.63                  | 4.66   | 16.29                           |
| Step 12 | 11.82                  | 4.66   | 16.48                           |
| Step 13 | 11.96                  | 4.66   | 16.62                           |

(Editor's Note: ASNA rate is divided by 32.5 hours and discounted by a factor of 48.5/52. Refer decision in Appl 558 of 1989, refer 71 WAIG at 188)

Progression along the wages scale shall be by annual increment.

#### Level One

Teachers' Aides in Primary Schools, Pre-Primary Schools or Pre-Schools Teaching Assistants

Enter Step 1

Exit Step 4

#### Level Two

Teachers' Aides in Aboriginal Schools, where the required training has been completed.

Teachers' Aides involved in a Special Education Programme (a part-time programme for one or more students within a mainstream school).

Enter Step 2

Exit Step 5

#### Level Three

Teachers' Aides in Aboriginal Secondary Schools

Teachers' Aides in Special Education Centres (a full-time class, serving a region, within a mainstream school)

Enter Step 4

Exit Step 7

Level Four

Teachers' Aides in Aboriginal Schools on satisfactory completion of the first year of Aboriginal Teachers' Training Course

Employees who have completed an approved "Classroom Assistant" Course at a recognised training institution or equivalent as agreed between the Union and the Respondents

Teachers' Aides in Special Education Schools (schools with limited enrolment to students with a particular disability)

Teaching Assistants who have completed initial training as detailed in the Aboriginal Teaching Assistants Programme Manual.

Enter Step 8

Exit Step 11

Teachers' Aides in Special Education Schools who have completed an approved "Classroom Assistant" Course at a recognised training institution

Teaching Assistants who have completed year 1 of the Diploma of Teaching or Bachelor of Education as specified in the Aboriginal Teaching Assistants Programme Manual.

Step 12

Level Five

Employees who have completed the Child Care Certificate, National Nursery Examination Board Certificate or other equivalent qualifications as agreed between the Union and the Respondents

Teachers' Aides in Aboriginal Schools on satisfactory completion of the second year of Aboriginal Teachers' Training Course

Teaching Assistants who have completed year 2 of the Diploma of Teaching or Bachelor of Education as specified in the Aboriginal Teaching Assistants Programme Manual.

Step 13

- (2) A Teachers' Aide left in charge of pupils for a full session shall be paid at his/her ordinary rate plus 10% for the period for which they are left in charge, provided that, if the period for which the employee is left in charge exceeds three days, they shall be paid at the ordinary rate plus 20% for the whole period for which they are in charge.

| Base Rate<br>(Per Hour)\$ | Arbitrated Safety<br>Net Adjustments<br>(Per Hour)\$ | Min. Hourly<br>Award Rate<br>(Per Hour)\$ |
|---------------------------|--|---|
|---------------------------|--|---|

- (3) (a) Child Care Workers

|                        |       |      |       |
|------------------------|-------|------|-------|
| 1st year of experience | 11.19 | 4.54 | 15.73 |
| 2nd year of experience | 12.37 | 4.54 | 16.91 |
| 3rd year of experience | 13.00 | 4.54 | 17.54 |
| 4th year of experience | 13.63 | 4.60 | 18.23 |
| 5th year of experience | 14.27 | 4.60 | 18.87 |

(Editor's Note: ASNA rate is divided by 32.5 hours and discounted by a factor of 48.5/52. Refer decision in Appl 558 of 1989, refer 71 WAIG at 188)

- (b) An employee left in charge of pupils for a full session or more shall be paid no less than the rate applicable to a Child Care Worker in their fifth year of employment for the whole period they are in charge.
- (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.
- (7) An employee who has had previous experience relevant to employment covered by this award may have that experience taken into account in determining the "year of employment" at which an employee is appointed and paid.
- (8) A casual employee shall be paid 20 percent in addition to the rates prescribed in this clause.

15. - REST PAUSES AND MEAL BREAKS

- (1) All employees shall be allowed a tea break of 10 minutes daily between the second the third hour from starting time each day. Such tea break shall be counted as time worked: provided that such employees responsible for supervising children continue such supervision during the said tea break.
- (2) All employees shall be allowed a meal break of not less than 30 minutes nor more than one hour between the hours of 12.00 noon and 2.00 pm. Such time shall not count as time worked.

16. - SPECIAL LEAVE

An employee shall, on sufficient cause being shown, be granted special leave with pay.

17. - LOCATION ALLOWANCE

- (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           | \$17.30  |
| Argyle          | \$45.60  |
| Balladonia      | \$17.40  |
| Barrow Island   | \$29.70  |
| Boulder         | \$7.20   |
| Broome          | \$27.70  |
| Bullfinch       | \$8.20   |
| Carnarvon       | \$14.20  |
| Cockatoo Island | \$30.40  |
| Coolgardie      | \$7.20   |
| Cue             | \$17.70  |
| Dampier         | \$24.00  |

|                  |         |
|------------------|---------|
| Denham           | \$14.20 |
| Derby            | \$28.80 |
| Esperance        | \$5.20  |
| Eucla            | \$19.40 |
| Exmouth          | \$25.00 |
| Fitzroy Crossing | \$34.80 |
| Goldsworthy      | \$15.40 |
| Halls Creek      | \$39.90 |
| Kalbarri         | \$6.00  |
| Kalgoorlie       | \$7.20  |
| Kambalda         | \$7.20  |
| Karratha         | \$28.60 |
| Koolan Island    | \$30.40 |
| Koolyanobbing    | \$8.20  |
| Kununurra        | \$45.60 |
| Laverton         | \$17.60 |
| Learmonth        | \$25.00 |
| Leinster         | \$17.30 |
| Leonora          | \$17.60 |
| Madura           | \$18.40 |
| Marble Bar       | \$43.80 |
| Meekatharra      | \$15.20 |
| Mount Magnet     | \$19.00 |
| Mundrabilla      | \$18.90 |
| Newman           | \$16.60 |
| Norseman         | \$14.90 |
| Nullagine        | \$43.70 |
| Onslow           | \$29.70 |
| Pannawonica      | \$22.40 |
| Paraburdoo       | \$22.30 |
| Port Hedland     | \$23.90 |
| Ravensthorpe     | \$9.20  |
| Roebourne        | \$32.90 |
| Sandstone        | \$17.30 |
| Shark Bay        | \$14.20 |
| Shay Gap         | \$15.40 |
| Southern Cross   | \$8.20  |
| Telfer           | \$40.50 |
| Teutonic Bore    | \$17.30 |
| Tom Price        | \$22.30 |
| Whim Creek       | \$28.40 |
| Wickham          | \$27.60 |
| Wiluna           | \$17.60 |
| Wittenoom        | \$38.70 |
| Wyndham          | \$42.90 |

(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.

## 18. - DEFINITIONS

In this award the following words and phrases shall mean:

"School" - any independent pre school, pre primary centre, care centre, primary school or secondary school.

"School year" - that part of a calendar year from and including the first day in that year on which that school opens for attendance of teachers to and including the last day in that year that such school is open for that purpose.

"Child Care Worker" means a person employed as such who holds the Child Care Certificate, National Nursery Examination Board Certificate or other qualification in early child care or education which is agreed by the employer and the Union as being of equivalent standard.

"Teaching Assistant" means "Teachers' Aide" for all purposes of this Award. Teaching Assistants are employed in Catholic schools under the Aboriginal Teaching Assistants Programme.

## 19. - 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 day 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) of this clause, the period of from 12 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) of this subclause 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), (8), (9) and (10) of this clause.

(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 the 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) of this clause 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) of this clause, 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 subclause (3) and (6) of this clause 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 ground 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) of this subclause 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) of this subclause, 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.

20. - LIBERTY TO APPLY

Liberty is reserved to the Union to apply to make application to vary this award to provide for the payment of an annual leave loading.

## 21. - 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) (i) The employer shall contribute 9% of ordinary time earnings per eligible employee into either the Catholic Schools' Superannuation Fund (WA), the Newman Colleges' Staff Superannuation Plan, or Concept One Superannuation Plan which comply with the guidelines established by the Occupational Superannuation Commission, or
- (ii) an exempted Fund allowed by subclause (4) of this clause.
- (b) Employer contributions shall be paid on a monthly basis for each week of service that the eligible employee completes with the employer.
- (c) No contributions shall be made for periods of unpaid leave, or unauthorised absences in excess of 38 ordinary hours or for periods of workers' compensation in excess of 52 weeks. No contributions shall be made in respect of annual leave paid out on termination or any other payments on termination.

(2) Fund Membership:

- (a) Contributions in accordance with subclause (1) - Employer Contributions of this clause, shall be calculated by the employer on behalf of each employee from the date one month after the employee commences employment, unless the employee fails to return a completed application to join the Fund and the employer has complied with the following:
  - (i) the employer shall provide the employee with an application to join the Fund and documentation explaining the Fund within one week of employment commencing.
  - (ii) If the employee fails to return to the employer a completed application to join the Fund within two weeks of receipt, the employer shall send to the employee by certified mail, a letter setting out relevant superannuation information, the letter of denial set out in subclause (6) of this clause and an application to join the Fund.
  - (iii) Where the employee completes and returns the letter of denial, no contribution need be made on that employee's behalf.
  - (iv) Where the employee completes and returns neither the application to join the Fund nor the letter of denial within one week of postage, the employer shall advise either the Union or the Fund Administrator in writing of the employee's failure to return the completed form.
  - (v) From two weeks following the employer's advice pursuant to paragraph (iv) of this subclause should the employee not have returned the completed form the employer shall be under no obligation to make superannuation payments on behalf of that employee.

Provided that if at any time an employee returns a signed application form, notwithstanding a previous failure to return such form or the return of a letter of denial, the employer shall make contributions on behalf of that employee from the date of return of the signed application form.
- (b) Part time and casual employees shall not be entitled to receive the employer contribution mentioned in subclause (1) - Employer Contributions of this clause, unless they work a minimum of 12 hours per week.

- (c) Casual employees who are employed for 32 consecutive working days or less shall not be entitled to the benefits of this clause.

(3) Definitions:

"Approved Fund" shall mean any Fund which complies with the Australian Government's Operational Standards for Occupational Superannuation.

"Ordinary time earnings" shall mean the salary, wage or other remuneration regularly received by the employee in respect of the time worked in ordinary hours and shall include shift work penalties, payments which are made for the purpose of District or Location Allowances or any other rate paid for all purposes of the award to which the employee is entitled for ordinary hours of work PROVIDED THAT "ordinary time earnings" shall not include any payment which is for vehicle allowances, fares or travelling time allowances (including payments made for travelling related to distant work), commission or bonus.

(4) Exemptions:

Exemption from the requirements of this clause shall apply to an employer who at the date of this Order:

- (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 employees and makes payment for employees 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 employees covered by this award where such payments are not made pursuant to an Order of an industrial tribunal; or
- (d) was not contributing to a Superannuation Fund for employees 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) of this subclause being given, the Union has not challenged the suitability of the proposed Fund by notifying the Western Australian Industrial Relations Commission of a dispute.

(5) Letter of Denial:

The letter of denial shall be in the following form:

"To (employer)

I have received an application for membership of the non-contributory Superannuation Fund and understand:

- (1) that should I sign such form you will make contributions on my behalf; and
- (2) that I am not required to make contributions of my own; and
- (3) that no deduction will be made from my wages for superannuation without my consent.

However, I do not wish to be a member of the Fund or have contributions made on my behalf.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Classification)

\_\_\_\_\_  
(Date)"

#### Compliance, Nomination and Transition

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

- (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 employee permitted to nominate a fund or scheme;
- (b) The employee shall be entitled to nominate the complying superannuation fund or scheme to which contributions are to be made by or in respect of the employee;
- (c) The employer shall notify the employee of the entitlement to nominate a complying superannuation fund or scheme as soon as practicable;
- (d) A nomination or notification of the type referred to in paragraphs (b) and (c) of this subclause shall, subject to the requirements of regulations made pursuant to the Industrial Relations Legislation Amendment and Repeal Act 1995, be given in writing to the employer or the employee to whom such is directed;
- (e) The employee and employer shall be bound by the nomination of the employee unless the employee and employer agree to change the complying superannuation fund or scheme to which contributions are to be made;
- (f) The employer shall not unreasonably refuse to agree to a change of complying superannuation fund or scheme requested by a employee;

Provided that on and from 30 June 1998, and until an employee thereafter nominates a complying superannuation fund or scheme -

- (g) if one or more complying superannuation funds or schemes to which contributions may be made be specified herein, the employer is required to make contributions to that fund or scheme, or one of those funds or schemes nominated by the employer;
- or
- (h) if no complying superannuation fund or scheme to which contributions may be made be specified herein, the employer is required to make contributions to a complying fund or scheme nominated by the employer.

## 22. - CONSULTATIVE PROVISIONS

- (1) The parties to this award are committed to award modernisation and to improving efficiency, and to enhance the career opportunities and job security of employees.
- (2) In order to facilitate the outcomes of subclause (1) hereof, there will be consultation and, as appropriate, there will be established consultative mechanisms 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 wages and conditions;
  - (c) the means by which the development of the independent school sector can be positively pursued by the parties.
- (3) Liberty to apply is reserved in respect of any amendments, deletions or additions pertaining to the provisions of this clause.

## 23. - DISPUTE SETTLING PROCEDURE

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

## 24. - REDUNDANCY

(1) Definitions

The following definitions shall apply for the purposes of this clause:

- (a) **Business** includes trade, process, business or occupation and includes part of any such business.
- (b) **Redundancy** occurs where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone.
- (c) **Transmission** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and “transmitted” has a corresponding meaning.
- (d) **Weeks’ pay** means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude:
  - (i) overtime;
  - (ii) penalty rates;
  - (iii) disability allowances;
  - (iv) shift allowances;
  - (v) special rates;
  - (vi) fares and travelling time allowances;
  - (vii) bonuses; and
  - (viii) any other ancillary payments of a like nature.

(2) Consultation Before Terminations

- (a) Where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone and that decision may lead to termination of employment, the employer shall consult the employee directly affected and if an employee nominates a union to represent him or her, the union nominated by the employee.
- (b) The consultation shall take place as soon as is practicable after the employer has made a decision to which subclause 2(a) of this clause applies and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse affects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and if an employee nominates a union to represent him or her, the union nominated by the employee, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that an employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer’s interests.

(3) Transfer to lower paid duties

- (a) Where an employee is transferred to lower paid duties by reason of redundancy the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee’s employment had been terminated.
- (b) The employer may, at the employer’s option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:

- (i) the ordinary working hours to be worked by the employee; and
- (ii) the amounts payable to the employee for the hours including for example, allowances, loading and penalties; and
- (iii) any other amounts payable under the employee's contract of employment.

(4) Severance Pay

- (a) In addition to the period of notice prescribed for ordinary termination, an employee whose employment is terminated by reason of redundancy must be paid, subject to further order of the Commission, the following amount of severance pay in respect of a continuous period of service, provided that the entitlement of any employee whose employment terminates on or before 1 February 2006 shall not exceed 8 weeks' pay:

| <b>Period of continuous service</b> | <b>Severance pay</b> |
|-------------------------------------|----------------------|
| Less than 1 year                    | Nil                  |
| 1 year and less than 2 years        | 4 weeks' pay         |
| 2 years and less than 3 years       | 6 weeks' pay         |
| 3 years and less than 4 years       | 7 weeks' pay         |
| 4 years and less than 5 years       | 8 weeks' pay         |
| 5 years and less than 6 years       | 10 weeks' pay        |
| 6 years and less than 7 years       | 11 weeks' pay        |
| 7 years and less than 8 years       | 13 weeks' pay        |
| 8 years and less than 9 years       | 14 weeks' pay        |
| 9 years and less than 10 years      | 16 weeks' pay        |
| 10 years and over                   | 12 weeks' pay        |

- (b) Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.
- (c) For the purpose of this clause continuity of service shall not be broken on account of -
- (i) any interruption or termination of the employment by the employer if such interruption or termination has been made merely with the intention of avoiding the obligations of this clause in respect of leave of absence;
  - (ii) any absence from work on account of leave granted by the employer; or
  - (iii) any absence with reasonable cause, proof whereof shall be upon the employee;

Provided that in the calculation of continuous service any time in respect of which any employee is absent from work except time for which an employee is entitled to claim paid leave shall not count as time worked.

Service by the employee with a business which has been transmitted from one employer to another and the employee's service has been deemed continuous in accordance with clause 2(3) or (4) of the Long Service Leave Provisions published in Part 1 (January) of each volume of the Western Australian Industrial Gazette shall also constitute continuous service for the purpose of this clause.

(5) Employee leaving during notice period

An employee whose employment is terminated by reason of redundancy may terminate his/her employment during the period of notice and, if so, will be entitled to the same benefits and payments under this clause had they remained with the employer until the expiry of such notice. However, in this circumstance the employee will not be entitled to payment in lieu of notice.

(6) Alternative employment

- (a) An employer, in a particular redundancy case, may make application to the Commission to have the severance payment prescribed varied if the employer obtains acceptable alternative employment for an employee.
- (b) This subclause does not apply in circumstances involving transmission of business as set out in subclause (7) of this clause.

(7) Transmission of business

- (a) The provisions of Clause 24 are not applicable where a business is before or after 1 June 2005, transmitted from an employer (in this subclause called “the transmitter”) to another employer (in this subclause called “the transmittee”), in any of the following circumstances:
  - (i) Where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee; or
  - (ii) Where the employee rejects an offer of employment with the transmittee:
    - (aa) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and
    - (bb) which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service with the transmittee.
- (b) The Commission may vary subclause (7)(a)(ii) if it is satisfied that this provision would operate unfairly in a particular case.

(8) Notice to Centrelink

Where a decision has been made to terminate employees in the circumstances outlined in subclause (2) of this clause, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of employees normally employed and the period over which the terminations are intended to be carried out.

(9) Employees exempted

This clause does not apply:

- (a) where employment is terminated as a consequence of serious misconduct that justifies dismissal without notice;
- (b) except for subclause (2) of this clause, to employees with less than one year’s service;
- (c) except for subclause (2) of this clause, to probationary employees;
- (d) to apprentices;
- (e) to trainees;
- (f) except for subclause (2) of this clause, to employees engaged for a specific period of time or for a specified task or tasks; or
- (g) to casual employees.

(10) Employers Exempted

Subject to an order of the Commission, in a particular redundancy case, subclause (4) of this clause shall not apply to employers who employ less than 15 employees.

(11) Incapacity to pay

An employer or a group of employers, in a particular redundancy case, may make application to the Commission to have the severance payment prescribed varied on the basis of the employer's incapacity to pay.

#### 25. - INTRODUCTION OF CHANGE

- (1) Employer's Duty to Notify
  - (a) Where an employer decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, if an employee nominates a union to represent him or her, the union nominated by the employee.
  - (b) "Significant effects" includes termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of a job opportunity, a promotion opportunity or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
- (2) Employer's Duty to Consult over Change
  - (a) The employer shall consult the employees affected and, if an employee nominates a union to represent him or her, the union nominated by the employee, about the introduction of changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
  - (b) The consultation shall commence as soon as practicable after making the decision referred to in subclause (1) of this clause.
  - (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, if an employee nominates a union to represent him or her, the union nominated by the employee, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

#### 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 - PARTIES TO THE AWARD

The following organisation is a party to this award:

The Australian Liquor, Hospitality and Miscellaneous Workers Union, Western Australian Branch

SCHEDULE B - RESPONDENTS

The Catholic Education Commission of WA  
50 Ruislip Street  
LEEDERVILLE WA 6007

Forrestfield Christian School  
45 Berkshire Road  
FORRESTFIELD WA 6058

Helena Independent School  
PO Box 66  
DARLINGTON WA 6070

Montessori Children's Centre  
2 Egham Road  
VICTORIA PARK WA 6100

Perth College  
31 Lawley Crescent  
MOUNT LAWLEY WA 6050

Anglican Schools Commission  
1st Floor, 272 Selby Street  
WEMBLEY WA 6014

The Quintilian School  
46 Quintilian Drive  
MT CLAREMONT WA 6010

Association of Independent Schools of  
Western Australia (Inc.)  
3/41 Walters Drive  
Herdsman Business Park  
OSBORNE PARK WA 6017

VARIATION RECORD

TEACHERS' AIDES (INDEPENDENT SCHOOLS AWARD 1988

NO A 27 OF 1987.

Delivered 26/02/68 at 68 WAIG 1040  
Consolidated s93(6) 16/03/94 at 74 WAIG 1099

| CLAUSE<br>NO. | EXTENT<br>VARIATION | OF<br>ORDER<br>NO. | OPERATIVE<br>DATE | GAZETTE<br>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 | 07/08/96 | 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.                               | 1053/98 | 17/07/98 | 78 WAIG 4375           |
| (2),(3),(5) & (8) rates<br>& 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<br>& 2644 |
| (9)                               | 1197/03 | 1/11/03  | 83 WAIG 3537           |
| Cl                                | 570/04  | 4/06/04  | 84 WAIG 1521           |
| Cl.                               | 576/05  | 07/07/05 | Unreported             |

## 2. Arrangement

|  |         |          |              |
|--|---------|----------|--------------|
| Ins cl.21                              | 225/89  | 29/06/89 | 69 WAIG 2755 |
| Delete Cl. 2A                          | 1940/89 | 08/09/89 | 69 WAIG 2913 |
| Ins cl.2A                              | 1444/89 | 10/11/89 | 70 WAIG 498  |
| 2A – title; Ins. 22;                   | 1438/91 | 01/01/92 | 72 WAIG 355  |
| Ins. 1A                                | 1752/91 | 31/01/92 | 72 WAIG 191  |
| Del. Sch. Resp, Ins<br>Sch. A & Sch. B | 584/93  | 40/05/93 | 73 WAIG 1673 |
| 1A. Title                              | 1457/93 | 24/12/93 | 74 WAIG 198  |
| Delete Cl. 2A                          | 1614/93 | 31/01/94 | 74 WAIG 1572 |

|                               |         |          |              |
|-------------------------------|---------|----------|--------------|
| Ins. 23                       | 386/96  | 04/05/96 | 76 WAIG 2440 |
| Ins. Appendix – Resolution... | 693/96  | 16/07/96 | 76WAIG 2768  |
| 1A. Title                     | 915/96  | 07/08/96 | 76 WAIG 3368 |
| 1A                            | 940/97  | 14/11/97 | 77 WAIG 3177 |
| Ins. 1B                       | 940/97  | 14/11/97 | 77 WAIG 3177 |
| 1A                            | 757/98  | 12/06/98 | 78 WAIG 2579 |
| Del. 1A                       | 609/99  | 06/07/99 | 79 WAIG 1843 |
| Cl                            | 1591/02 | 17/03/06 | Unreported   |

(2A. State Wage Principles – September 1988)

|         |         |          |              |
|---------|---------|----------|--------------|
| Ins Cl. | 1035/88 | 11/04/89 | 69 WAIG 1620 |
|---------|---------|----------|--------------|

(2A. State Wage Principles – September 1988)

|                 |         |          |              |
|-----------------|---------|----------|--------------|
| Deleted by G.O. | 1940/89 | 08/09/89 | 69 WAIG 2913 |
|-----------------|---------|----------|--------------|

(2A. State Wage Principles – September 1989)

|              |         |          |             |
|--------------|---------|----------|-------------|
| Ins cl.      | 1444/89 | 10/11/89 | 70 WAIG 498 |
| Cl. & title; | 1438/91 | 01/01/92 | 72 WAIG 355 |

(2A. State Wage Principles – June 1991)

|            |         |          |              |
|------------|---------|----------|--------------|
| Delete Cl. | 1614/93 | 31/01/94 | 74 WAIG 1572 |
| 1A.Title   | 985/94  | 30/12/94 | 75 WAIG 23   |
| 1A. Title  | 1164/95 | 21/03/96 | 76 WAIG 911  |

### 3. Area

### 4. Scope

**5. Term**

**6. Hours**

**7. Holidays**

**8. Annual Leave Loading**

|       |        |          |              |
|-------|--------|----------|--------------|
| CL.   | 293/88 | 24/04/89 | 69 WAIG 2098 |
| Corr. | 293/88 | 24/04/89 | 69 WAIG 2098 |

**9. Sick Leave**

**10. Contract of Employment**

|               |         |          |             |
|---------------|---------|----------|-------------|
| Ins. (3)      | 1438/91 | 01/01/92 | 72 WAIG 355 |
| Ins (4) & (5) | 1591/02 | 17/03/06 | Unreported  |

**11. Part Time Employees**

**12. Long Service Leave**

**13. Payment of Wages**

**14. Wages**

|   |            |          |                        |
|---|------------|----------|------------------------|
| Cl.   | 1056/87    | 01/11/88 | 69 WAIG 2757           |
| Cl.   | 1035/88    | 11/04/89 | 69 WAIG 1620           |
| CL.   | 1444/89    | 10/11/89 | 70 WAIG 498            |
| Cl.   | 189/90(R2) | 15/06/90 | 70 WAIG 2377           |
| (1)   | 1803/90    | 07/12/90 | 71 WAIG 182            |
| (1); (3)(a)   | 1438/91    | 01/01/92 | 72 WAIG 355            |
| (1); (3)  | 1614/93    | 31/01/94 | 74 WAIG 1572           |
| (1),(2),(3)   | 1158/94    | 04/05/95 | 75 WAIG 1934           |
| (1)(2) & (3); Ins. (4);<br>Renumbr exist. (4)<br>&(5) as (5) &(6) | 386/96     | 04/05/96 | 76 WAIG 2440           |
| Rates & Ins. Text   | 940/97     | 14/11/97 | 77 WAIG 3177           |
| Cl.   | 1053/98    | 17/07/98 | 78 WAIG 4375           |
| Rates, insert text (6)  | 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<br>& 2644 |
| Cl  | 5700/04    | 4/06/04  | 84 WAIG 1521<br>& 2058 |
| Cl.   | 576/05     | 07/07/05 | Unreported             |

## 15. Rest Pauses and Meal Breaks

## 16. Special Leave

### 17.Location Allowance

|          |                  |          |              |
|----------|------------------|----------|--------------|
| Cl.      | 517/88           | 01/07/88 | 68 WAIG 1686 |
| (1),(13) | 834/89           | 01/07/89 | 69 WAIG 3217 |
| Cl       | 778 &<br>1065/90 | 01/07/90 | 70 WAIG 2995 |
| Cl.      | 1049/91          | 01/07/91 | 71 WAIG 2753 |
| 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           | 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 |
| Cl.      | 570/03           | 01/07/03 | 83 WAIG 1657 |
| Cl       | 696/04           | 1/07/04  | 84 WAIG 2145 |
| Cl.      | 458/05           | 07/07/05 | Unreported   |

### 18.Definitions

|                       |      |            |          |              |
|-----------------------|------|------------|----------|--------------|
| new para              |      | 189/90(R2) | 15/06/90 | 70 WAIG 2377 |
| Def."Child<br>Worker" | Care | 1803/90    | 7/12/90  | 71 WAIG 182  |

## **19.Maternity Leave**

## **20.Liberty to Apply**

## **21.Superannuation**

|           |  |        |          |              |
|-----------|--|--------|----------|--------------|
| Cl.       |  | 225/89 | 29/06/89 | 69 WAIG 2755 |
| Ins. Text |  | 599/98 | 30/06/98 | 78 WAIG 2559 |
| (1)(a)    |  | 957/02 | 28/01/03 | 83 WAIG 826  |

## **22. Consultative Provisions**

|          |  |         |          |             |
|----------|--|---------|----------|-------------|
| Ins. cl. |  | 1438/91 | 01/01/92 | 72 WAIG 355 |
|----------|--|---------|----------|-------------|

## **23. Dispute Settling Procedure**

|          |  |        |         |              |
|----------|--|--------|---------|--------------|
| Ins. cl. |  | 386/96 | 4/05/96 | 76 WAIG 2440 |
|----------|--|--------|---------|--------------|

## **24. Redundancy**

|                     |  |         |          |            |
|---------------------|--|---------|----------|------------|
| Ins. No, Title & Cl |  | 1591/02 | 17/03/06 | Unreported |
|---------------------|--|---------|----------|------------|

## **25. Introduction of Change**

|                     |  |         |          |            |
|---------------------|--|---------|----------|------------|
| Ins. No, Title & Cl |  | 1591/02 | 17/03/06 | Unreported |
|---------------------|--|---------|----------|------------|

### **Appendix - Resolution of Disputes Requirement**

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

### **Schedule A - Parties to the Award**

|           |        |          |              |
|-----------|--------|----------|--------------|
| Ins. Sch. | 584/93 | 04/05/93 | 73 WAIG 1673 |
| Ins. Sch  | 726/00 | 12/12/00 | 81 WAIG 262  |

(Schedule of Respondents)

|                 |         |          |              |
|-----------------|---------|----------|--------------|
| Ins. Respondent | 1438/91 | 01/01/92 | 72 WAIG 343  |
| Rename Sch.     | 584/93  | 40/05/93 | 73 WAIG 1673 |

### **Schedule B - Respondents**

|                            |         |          |              |
|----------------------------|---------|----------|--------------|
| Ins. "Assoc of Ind Schls". | 1438/91 | 01/01/92 | 72 WAIG 355  |
| Del. "Saint Marks Ang Scl" | 674/93  | 05/08/93 | 73 WAIG 2061 |
| Ins. Sch                   | 726/00  | 12/12/00 | 81 WAIG 262  |

### **ORDERS AFFECTING THIS AWARD**

|          |             |      |
|----------|-------------|------|
| C291/88  | 69<br>2834. | WAIG |
| C911/88  | 69<br>2836. | WAIG |
| C912/88  | 69<br>2838. | WAIG |
| C1017/88 | 69<br>2841. | WAIG |