Teachers (Public Sector Primary and Secondary Education) Award 1993

PART 1. – APPLICATION OF AWARD

1. – TITLE

This Award shall be known as the Teachers (Public Sector Primary and Secondary Education) Award 1993 and shall supersede and replace the following Awards so far as they apply to employees and the Employer now covered by this Award.

- Government School Teachers' Salaries Award 1981.
- Government School Teachers' General Conditions Award 1986.
- The Government School Teachers' Travelling, Transfer, Relieving and Removal Allowances Award 1984.
- Government School Teachers' (Education Department) Locality Allowances Award 1984.

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 working under an award that provides for a 38 hour week is $746.90 per week.

The minimum adult award wage for full-time employees aged 21 or more working under awards that provide for other than a 38 hour week is calculated as follows: divide $746.90 by 38 and multiply by the number of ordinary hours prescribed for a full time employee under the award.

The minimum adult award wage is payable on and from the commencement of the first pay period on or after 1 July 2020.

(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 aged 21 or more 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 (if applicable) to the minimum adult award wage, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the *Minimum Conditions of Employment Act 1993*.

(a) The minimum adult award wage shall not apply to apprentices, employees engaged on traineeships or government approved work placement programs 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*.

(6) 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.

(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 employees aged 21 or more payable under the 2020 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.

(9) Adult Apprentices

(a) Notwithstanding the provisions of this clause, the minimum adult apprentice wage for a full-time apprentice aged 21 years or more working under an award that provides for a 38 hour week is $638.20 per week.

(b) The minimum adult apprentice wage for a full-time apprentice aged 21 years or more working under an award that provides for other than a 38 hour week is calculated as follows: divide $638.20 by 38 and multiply by the number of ordinary hours prescribed for a full time apprentice under the award.

(c) The minimum adult apprentice wage is payable on and from the commencement of the first pay period on or after 1 July 2020.

(d) Adult apprentices aged 21 years or more employed on a part-time basis shall not be paid less than pro rata the minimum adult apprentice wage according to the hours worked.

(e) The rates paid in the paragraphs above to an apprentice 21 years of age or more are payable on superannuation and during any period of paid leave prescribed by this award.

(f) 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.

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3. – AREA OF OPERATION AND SCOPE

(1) This Award shall apply throughout the State of Western Australia.

(2) This Award shall apply to employees who are employed pursuant to section 235 of the School Education Act 1999 (WA) by the Director General for the Department of Education of Western Australia in the classifications outlined in section 237 of the School Education Act 1999 (WA) and Regulations 127 and 127A of the School Education Regulations 2000 who are members or are eligible to be members of the State School Teachers' Union of WA Inc and/or the Principals' Federation of Western Australia.

4. – TERM OF AWARD

This Award shall operate from 25 February 1993 and shall remain in force for a period of one year.

5. – DEFINITIONS

In this Award unless otherwise specified:

"Act" means the *School Education Act 1999* as amended and any regulations made under the Act or successor legislation;

"Approved" means approved by the Employer;

"Award" means the Teachers (Public Sector Primary and Secondary Education) Award 1993;

"Base Salary" or "Base Rate" means an employee's annual salary excluding allowances and any other additional payments;

"Casual Employee" means an employee engaged for a minimum of three hours for a period not exceeding four weeks in any period of engagement at a single school, centre or site, as determined by the employer. The hourly rate is inclusive of 20% loading paid in lieu of leave, other than leave that is expressly stated as applying to a casual employee, and allowances;

"De Facto Relationship" means a relationship (other than a legal marriage) between two persons who live together in a marriage-like relationship and includes same sex partners;

"De Facto Partner" means a person who lives in a de facto relationship with the first person;

"Department" means the Department of Education;

"Dependant" means:

(a) for the purposes of Clause 53. – Locality Allowance of this Award, in relation to an employee:

(i) a partner who is resident within the State and is not in receipt of an income exceeding the Dependent (Invalid and Carer) Tax Offset (DICTO), as set by the Australian Taxation Office, or its replacement as determined by the Australian Taxation Office, for the purposes of the dependent spouse tax offset; and/or

(ii) a student child under the age of eighteen (18) years who is not in receipt of income exceeding the Dependent (Invalid and Carer) Tax Offset (DICTO), as set by the Australian Taxation Office, or its replacement as determined by the Australian Taxation Office, for the purposes of the dependent spouse tax offset.

(b) for the purpose of the remainder of the Award in relation to an employee:

(i) a partner;

(ii) child/children; and/or

(iii) other dependent family

who reside with the employee and who rely on the employee for support.

"District" means:

District 1: That area within a line commencing on the coast; thence east along latitude 28 to a point north of Tallering Peak; thence southeast to Mt Gibson and Burracoppin; thence to a point southeast at the junction of latitude 32 and longitude 119 to the coast.

District 2: That area within a line commencing on the south coast at longitude 119 thence east along the coast to longitude 123; thence north along longitude 123 to a point on latitude 30; thence west along latitude 30 to the boundary of No. 1 District.

District 3: That area within a line commencing on the coast at latitude 26; thence along latitude 26 to longitude 123; thence south along longitude 123 to the boundary of No. 2 District.

District 4: That area within a line commencing on the coast at latitude 24; thence east to the South Australian border; thence south to the coast; thence along the coast to longitude 123; thence north to the intersection of latitude 26; thence west along latitude 26 to the coast.

District 5: That area of the State situated between the latitude 24 and a line running east from Carnot Bay to the Northern Territory.

District 6: That area of the State north of a line running east from Carnot Bay to the Northern Territory border.

“District Office or District Education Office” means a metropolitan or regional (non metropolitan) office of the Department that has responsibilities including: the provision of support, advice, consultancy and specialist services to schools and their communities within the specified district;

“Employee” means any person employed in a classification contained within this Award and includes full-time, part-time, casual, permanent and fixed-term contract employees;

“Employer” means the Director General of the Department of Education;

“Family” means the definition contained in the *Equal Opportunity Act 1984* for “relative”. That is a person who is related to the employee by blood, marriage, affinity or adoption and includes a person who is wholly or mainly dependent on, or is a member of the household of, the employee;

“Four-Year-Trained Teacher” means a Teacher who has successfully completed an academic qualification requiring a sequence of the equivalent of four (4) years of full time, post-matriculation tertiary education which incorporates an approved course of initial teacher training, or obtained other qualifications approved as of equivalent standard;

“Five-Year-Trained Teacher” means a Teacher who has successfully completed an academic qualification requiring a sequence of the equivalent of five (5) years of full time, post-matriculation tertiary education which incorporates an approved course of initial teacher training, or obtained other qualifications approved as of equivalent standard;

“Internal Relief” means the taking of a relief class by a Teacher employed as part of the normal staffing establishment of a school;

“Industrial Relations Commission” means the Western Australian Industrial Relations Commission (WAIRC);

“Locality” means:

(a) for the purpose of Clause 53. – Locality Allowance, a locality specified in Schedule E – Locality Allowance of this Award;

(b) for the purpose of Clause 47. – Allowances Payable on Appointment, Promotion or Transfer and Clause 55. – Property Allowance of this Award, in relation to an employee:

(i) the Metropolitan Schools District; or

(ii) outside the Metropolitan Schools District, that area within a radius of fifty (50) kilometres from an employee’s headquarters.

"Metropolitan Schools Boundary" means the line joining and including the following schools and locations: Becher Point, Byford, Carinyah, Sawyers Valley, Mt Helena, Warbrook and a line due west to the Coast;

"Metropolitan Schools District" means the area bounded by the Metropolitan Schools Boundary and the coast together with Rottnest Island;

“Normal School Day or Normal Operating Hours” means the normal duration of the school day based on the start and finish times as determined by the Principal (as the delegate of the Employer) – the minimum daily attendance requirement for a full-time employee is five hours and thirty-five minutes unless otherwise agreed by the Principal;

“Partner” means a person who is a spouse or de facto partner;

"Pre-School Centre" has the same meaning as it has in the Act;

“Primary Care Giver” is the employee who will assume the principal role for the care and attention of newborn/newborns and/or adopted child/children. The Employer may require confirmation of primary care giver status;

“Primary” when used in conjunction with a “school” or a “Principal” in this Award relates to, but is not limited by, the delivery of the “primary educational programme” as defined in the Act;

“Replacement Employee” is an employee specifically engaged to replace an employee proceeding on parental leave;

“Residence” includes any accommodation of a kind commonly known as a flat or home unit that is, or is intended to be, a separate tenement;

“Secondary” when used in conjunction with a “school” or a “Principal” in this Award relates to, but is not limited by, the delivery of the “secondary educational programme” as defined in the Act;

“School Administrator” means a person holding a position of School Administrator, as prescribed in the Act;

“School Psychologist” means a person holding a position of School Psychologist, as prescribed in the Act;

“Spouse” means a person’s partner in marriage;

"Teacher" means a person as defined in the Act, and unless otherwise specified in this Award, the term is used to include the classifications identified in Clause 15 – Teacher Career/Classification Structure of this Award;

“Tertiary Education” means undertaking a course at an approved education institution for which the pre-requisite is a successful Year 12 of schooling or its approved equivalent;

"Three-Year-Trained Teacher" means a Teacher who successfully completed an academic qualification requiring a sequence of the equivalent of three (3) years of full time, post-matriculation tertiary education which incorporates an approved course of initial teaching training, or obtained other qualifications approved as of equivalent standard;

“Union” means The State School Teachers’ Union of W.A. (Incorporated) (SSTUWA) and/or the Principals’ Federation of Western Australia (PFWA); and

“Untrained Teacher” means a Teacher who does not have teacher training.

PART 2. – CONTRACT AND MODES OF EMPLOYMENT

6. – GENERAL EMPLOYMENT

(1) Employees can be employed full-time or part-time on a permanent or fixed-term contract basis, subject to a probationary period, or on a casual basis.

(2) All employees must be advised in writing of the terms of their employment and, in the case of fixed term contract employees, the advice is to specify the dates of commencement and termination of employment.

(3) All employees are required to carry out such duties as are within the limits of the employee's skill, competence and training and consistent with the Act and any other relevant legislation impacting on the business of the Employer.

7. – PERMANENCY AND TENURE

(1) The Department is committed to the engagement of Teachers and School Administrators on a permanent basis. Fixed term and casual contracts will only be used to the extent that the position is unable to be filled on an ongoing basis due to it being:

(a) For a defined and limited program of work; or

(b) A vacancy due to leave of absence.

(2) Fixed term contracts, subject to the above, will be for the maximum possible duration.

(3) (a) The Department will continue to engage Teachers on a permanent basis where a suitable vacancy occurs in accordance with the Department's policy on permanency for all teaching staff.

(b) Changes to the policy on permanency and tenure are to be negotiated between the Parties.

(4) An employee engaged on a fixed term contract will be notified, in writing, upon commencement of employment of:

(a) The details of the work;

(b) The reason for the contract being fixed term;

(c) The applicable conditions of employment; and

(d) The starting and finishing dates of the contract.

(5) This clause applies to all positions including locally selected positions.

8. – PROBATION

(1) Pursuant to section 236(2) of the Act and regulation 125 of the *School Education Regulations 2000*, employees are to be employed by the Department subject to a probationary period of not more than 12 months or for such longer time as the Employer determines, and in accordance with the provisions in this clause.

(2) The probationary period commences from the first day of employment and applies to those employees employed on a permanent or fixed-term contract basis.

(3) Probationary employees will not have their probationary period extended if they have not been engaged in performance management at their school and will automatically pass their probationary period.

(4) If a performance issue is identified, it will be raised with the probationary employee within a reasonable time frame to enable the employee to address the issue within the first 12 months of their probationary period.

(5) During the period of probation, the Employer must have a report completed in respect of the employee's suitability or compatibility in the role/position for which they were employed.

(6) If the report referred to in clause 8(5) determines the employee as being suitable and compatible to the role/position for which they were employed, the employee is to receive written confirmation of successful completion of their probationary period.

(7) If it is determined that an employee is not suitable and/or compatible to the role/position for which they were employed, the employee will cease their employment with the Employer at a date specified by the Employer or the expiry of their probationary period, whichever is the earlier.

(8) Where employees are deemed suitable and/or compatible to the role/position, but performance issues are identified during the 12 month period of probation, the Employer may only terminate the employee by application of the relevant provisions of Part 5 of the *Public Sector Management Act 1994*.

(9) An agreed systemic process to support employees at risk of being placed on unsatisfactory and substandard performance in the probationary period will be investigated.

9. – PART-TIME EMPLOYMENT

(1) Part-time work is defined as work that is regularly undertaken for less than the full time equivalent (FTE), i.e., 1.0 FTE.

(2) A part-time employee is entitled to the same entitlements as a full-time employee on a pro rata basis.

(3) Where an employee works a regular pattern of work on a weekly or fortnightly basis, this is to be considered part time employment for the purposes of this Award.

10. – CASUAL EMPLOYMENT

(1) Conditions of Employment

(a) Casual employees will receive a 20% loading in lieu of leave and allowances provided for under the provisions of this Award.

(b) Nothing in this clause confers "permanent" or "fixed term" status on a casual employee.

(c) Casual employees are paid by the hour for each hour worked.

(d) Casual employees are employed for a minimum of three (3) hours.

(e) Casual employees can only be employed for a period not exceeding four weeks in any period of engagement, as determined by the Employer.

(f) A casual relief teacher means a casual teacher engaged to provide relief for a teacher employed as part of the normal staffing establishment.

(2) Termination

(a) The employment of a casual employee may be terminated at any time by the Employer or employee giving to the other, one hour's notice.

(b) In the event of the Employer or the casual employee failing to give the required notice, one hour's salary will be paid or forfeited.

(3) Professional Learning

(a) The Employer recognises that provision should be made for casual relief teachers to access professional learning opportunities, and encourages schools and colleges to provide access to professional learning.

(b) DET will enable casual relief teachers to access District and Central Office Professional Learning (PL) and specifically advertise such PL opportunities.

(4) Salaries

Casual relief teachers will automatically progress to the next salary step of the incremental scale on the completion of 200 days worked. For the purposes of accrual towards the 200 days, all days worked from the previous calendar years will be carried over into the next calendar year. Where there is a break between days worked, the service will continue to accrue towards the next increment date.

11. – TERMINATION OF EMPLOYMENT

(1) A permanent or fixed-term contract employee must give the Employer written notice of their intention to resign of not less than one month; or if specified, such other period in the contract of employment; or such other shorter period as agreed between the Employer and employee.

(2) Where an employee does not give the appropriate notice of resignation to the Employer, the Employer may direct that the employee forfeit one month's pay or equivalent from entitlements or such lesser portion or equivalent as is determined by the Employer.

(3) Notice of Termination of Employment by the Employer.

(a) Where employment of a permanent or fixed term employee is terminated, for any reason other than summary dismissal, the Employer must give the employee the required period of notice in accordance with the following table or provide the employee with payment in lieu of notice.

Period of Continuous Service	Required Period of Notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

(b) The period of notice for an employee, who at the time of being terminated is over 45 years of age and has completed at least two years continuous service with the Employer, will be increased by one week.

(c) The employee may be terminated by the Employer giving the employee part of the required period of notice, with payment in lieu for the remainder of the required period of notice.

(d) Payment in lieu of notice must equal or exceed the total amounts that, if the employee's employment had continued until the end of the required period of notice, the Employer would have become liable to pay the employee because of the employment continuing during that period.

(e) Payment in lieu of notice must be worked out on the basis of:

(i) the employee's ordinary hours of work, even if they are not standard hours;

(ii) the amounts ordinarily payable to the employee in respect of those hours including, for example, allowances, and loadings; and

(iii) any other amounts payable under the employee's contract of employment.

(4) Termination of an Employee for Serious Misconduct

(a) The Employer may terminate an employee without notice or payment in lieu of notice if the employee is guilty of serious misconduct. In such cases, wages will be paid up to the time of dismissal only.

(b) "Serious misconduct" means misconduct of such a nature that it would be unreasonable to require the Employer to continue the employment of the employee concerned during the required period of notice.

PART 3. – TEACHERS

12. – TEACHERS – DUTIES, RESPONSIBILITIES AND ATTENDANCE HOURS

(1) Consistent with clause 6(3), the Parties acknowledge that the duties and responsibilities of Teachers consist of a number of elements, including:

(a) instruction of students;

(b) supervision of students;

(c) preparation of lessons;

(d) marking of students' work;

(e) reporting to parents; and

(f) other activities and duties undertaken to enrich the educational experiences of students or to ensure the efficient management of the school.

(2) While much of teachers' work needs to be undertaken at school during official student instruction hours, the Parties acknowledge that a proportion of teachers' work is undertaken outside the normal school day or normal operating hours, either at school or off-site.

(3) The Parties agree that teachers will continue to be required to undertake supervision of students outside official student instruction hours in order to fulfil each school's duty of care to its students.

(4) Teachers are required to undertake, outside official student instruction hours, the following:

(a) staff meetings;

(b) parent/carer interviews and parent/carer meetings; and

(c) supervision of students.

(5) The Parties recognise that informal parent/carer interviews with individual teachers occur from time to time. The Parties agree that up to two (2) meetings with parents/carers, to discuss students' progress, can be required of all teaching staff outside student instruction hours each year. The agenda, venue and timing of these meetings will be determined in full and proper consultation with staff. The final responsibility to ensure meetings occur rests with the Principal.

(6) Arrangements for the undertaking of duties outside the normal school day or normal operating hours will be the subject of consultation. Any Teacher who is aggrieved about any requirement to undertake duties outside the normal school day or normal operating hours may choose to access Clause 66 – Dispute Settlement Procedure of this Award.

13. – TEACHERS – FACE TO FACE TEACHING

(1) A Teacher shall not be required to teach in excess of the maximum standard number of hours per week of face to face teaching.

(2) A Teacher is required to teach up to a maximum number of hours of face to face teaching as follows:

(a) Secondary – 21 hours and 20 minutes per week

(b) Primary – 21 hours and 50 minutes per week

(c) Pre-Primary – 21 hours and 20 minutes per week

(d) Kindergarten – 21 hours and 20 minutes per week

(3) Effective from the commencement of the 2021 school year, the maximum number of hours of face to face teaching time for primary school teachers will decrease to 21 hours and 20 minutes per week.

(4) All contact/form classes will be considered face to face teaching time for the purpose of calculating teachers' face to face teaching hours.

14. – TEACHERS – DUTIES OTHER THAN TEACHING (DOTT) TIME

(1) In addition to face to face teaching hours, the following periods of time (exclusive of recess and lunchtime) are provided to teachers to perform other than face to face teaching duties within the normal school day or normal operating hours:

(a) Secondary – 320 minutes per week

(b) Primary – 240 minutes per week

(c) Pre-Primary – 320 minutes per week

(d) Kindergarten – 320 minutes per week

(2) Effective from the commencement of the 2021 school year, the period of time for primary school teachers provided for at subclause 1(b) will increase to 270 minutes per week.

(3) It is recognised the purpose of DOTT time is to undertake duties other than face to face teaching as provided in clause 12(1) of this Award. Principals will ensure that the priority use of DOTT time is for teachers to focus on teaching, learning and assessment.

(4) For multi age classes where there are differences in the DOTT allocation, the minimum DOTT allocation is calculated by proportioning the allocations according to the ratio of students across year levels, in accordance with the following formula:

$$a = \frac{\text{Number of primary students in class}}{\text{Total number of students in class}} \times \text{DOTT allocation}$$

$$b = \frac{\text{Number of kindergarten / primary /secondary students in class}}{\text{Total number of students in class}} \times \text{DOTT allocation}$$

a + b = Total weekly DOTT entitlement

(5) An example of how to calculate the minimum DOTT allocation for 2020 is provided below:

A teacher with a class of 23 students in 2020, where there are 10 pre-primary students and 13 primary students, is entitled to a DOTT time allocation as follows: <u>Primary students</u> a = 10/23 x 240 = 104.35 minutes (rounded) <u>Pre-Primary students</u>

b = 13/23 x 320 = 180.87 minutes (rounded)

Total weekly DOTT entitlement
a + b = 104.35 + 180.87 = 285.22 minutes (rounded) total weekly DOTT entitlement.

(6) An example of how to calculate the minimum DOTT allocation for 2021 is provided below:

A teacher in a district high school with a class of 23 students in 2021, where there are 10 primary students and 13 secondary students, is entitled to a DOTT time allocation as follows:

Primary students
a = 10/23 x 270 = 117.39 minutes (rounded)

Secondary students
b = 13/23 x 320 = 180.87 minutes (rounded)

Total weekly DOTT entitlement
a + b = 117.39 + 180.87 = 298.26 minutes (rounded) total weekly DOTT entitlement.

15. – TEACHER CAREER/CLASSIFICATION STRUCTURE

(1) The teacher career/classification structure is as follows:

(a) Graduate Teacher - a Teacher in their first two years of teaching;

(b) Teacher - a Teacher who has taught for more than 2 years;

(c) Senior Teacher - a Teacher who has successfully completed the senior teacher process and been appointed as such; and

(d) Level Three (L3) Classroom Teacher - a Teacher who has attained L3 classroom teacher status.

PART 4. – SCHOOL ADMINISTRATORS

16. – SCHOOL ADMINISTRATORS – DUTIES AND RESPONSIBILITIES

(1) Consistent with, and without limiting clauses 6(3) and 12(1), and subject to clause 16(2), the duties and responsibilities of Principals include the following:

(a) responsibility for the effective educational leadership of the school;

(b) effective operation of the school;

(c) the establishment and management of administrative and operational systems and resources including financial and physical resources;

(d) responsibility for the welfare and wellbeing of staff;

(e) supporting systemic succession planning, raising career aspirations and potential of staff; and

(f) ensuring the school is operating according to departmental policy.

(2) Consistent with and without limiting clause 6(3), the duties and responsibilities of primary school Deputy Principals include:

(a) as the most appropriate role, that of a specialist or support Teacher; and

(b) other duties and responsibilities as determined by the Principal following consultation with the primary school Deputy Principals.

(3) Time for Administrative Duties

Level 4 and above Principals, within existing allocated school resources, are not required to undertake any face to face teaching responsibilities.

(4) School Administrators with a teaching responsibility will receive pro rata DOTT time based on the actual teaching component.

(5) Consistent with and without limiting clause 7(3), the duties and responsibilities of all School Administrators, include:

(a) the selection criteria;

(b) the requirements of any relevant duty statement; and

(c) ensuring the operational effectiveness of the school, including planning and preparation so that the instructional year is fully utilised for the teaching/learning program.

(6) School Administrators can be required to undertake duties and responsibilities referred to in clause 12(1) outside the normal school day or normal operating hours, either at school or off-site.

17. – COMMENCEMENT OF SCHOOL YEAR

(1) School Administrators will ensure all schools will be open for a minimum of four (4) working days prior to students returning from the summer student vacation.

(2) All School Administrators will be available to ensure that all necessary preparation for the commencement of the school year occurs, including:

(a) student enrolments;

(b) timetabling requirements;

(c) system initiatives;

(d) staff placements; and

(e) student placements.

(3) A maximum of one (1) day of the days referred to in clause 17(1) may be spent on directed professional development for School Administrators following consultation between the Director Schools and the School Administrator.

PART 5. – DIRECTORS SCHOOLS

18. – DIRECTORS SCHOOLS

This part applies to those persons who are employed in the position of Directors Schools in accordance with the Act who are based in District Education Offices.

Where there is an inconsistency between this part and other provisions of this Award, the provisions of this part prevail.

(1) Hours of Duty

(a) The ordinary hours of work will be 150 hours per four (4) week period with an average of 37.5 hours per week to be worked.

(b) The normal hours of work are seven and one half (7.5) hours per day.

(2) Annual Leave

(a) Directors Schools are entitled to four (4) weeks annual leave to be taken during summer student vacation periods.

(b) Subject to the approval of the Employer, an employee may be allowed to proceed on annual leave other than in the period specified in clause 18(2)(a) provided the work of the Department is not inconvenienced.

(3) Compensatory Leave

(a) Directors Schools are entitled to 10 days compensatory leave per annum in recognition of the work required to be undertaken outside of normal working hours.

(b) The clearing of compensatory leave is to be negotiated with the Employer.

(c) It is the employee's responsibility to arrange to clear compensatory leave. Compensatory leave is not cumulative and must be cleared within two (2) months of the end of the school year in which it was accumulated.

(4) Following consultation, the number and distribution of schools and colleges for which a Director Schools is responsible will be determined by the Executive Director – Metropolitan or Regional as the case may be - taking into consideration school classification, school type (i.e. education support, district high school), complexity (i.e. socio-economic, level of staff experience) location and associated travel requirements.

PART 6. – EDUCATION AND SCHOOL DEVELOPMENT OFFICERS

19. – EDUCATION AND SCHOOL DEVELOPMENT OFFICERS

This part applies to those persons who are employed in the position of Education Officers and School Development Officers in accordance with the Act.

Where there is an inconsistency between this part and other provisions of this Award, the provisions of this part prevail.

(1) Hours of Duty

(a) Except as provided in this clause, the ordinary hours of work will be 150 hours per four (4) week period with an average of 37.5 hours per week.

(b) The normal hours of work are seven and one half (7.5) hours per day.

(c) Within each four (4) week period extra hours may be accumulated and used at a later date. Hours may be accumulated up to the equivalent of 37.5 hours (maximum) during any four (4) week period.

(d) Accumulated hours may be cleared in the form of hours, days or weeks off, as agreed between the employee and their line manager provided that, as far as practicable, employees clear their accumulated hours during the summer student vacation period. Normally any accumulated

leave will be cleared at the same time as any close down of the District Office over the Christmas – New Year period.

(e) It is the employee's responsibility to arrange to clear accumulated hours. Hours are not cumulative and must be cleared by the end of each calendar year in which they are accumulated, except when action by the Employer or other extenuating circumstances prevent such clearance.

(f) Adequate employee records of time worked, time off in lieu and any period of time off will be maintained and either kept at the work site or will be accessible to the work site.

(2) Annual Leave

(a) An Education Officer is entitled to four (4) weeks annual leave to be taken at a time agreed in consultation with the Employer.

(b) The Department has the discretion to close District Offices over the Christmas – New Year period.

(c) A School Development Officer is entitled to payment of salaries and allowances during the summer student vacation period. School Development Officers are required to be on duty for four (4) weeks per year when students are on vacation. This period is to be agreed in consultation with the line manager, provided the work of the Department is not inconvenienced.

PART 7. – SCHOOL PSYCHOLOGISTS, SENIOR SCHOOL PSYCHOLOGISTS AND ADVANCED SKILLS SCHOOL PSYCHOLOGISTS

20. – SCHOOL PSYCHOLOGISTS

This part only applies to School Psychologists, Senior School Psychologists, and Advanced Skills School Psychologists.

(1) Hours

(a) Ordinary hours of work are 150 hours per four week period with an average of 37.5 hours per week.

(b) Normal hours of work are seven and one half (7.5) hours per day.

(2) Leave

(a) All School Psychologists, regardless of classification are entitled to payment of salaries and allowances during student vacation periods and are required to be on duty for four weeks per year during student vacation periods.

(b) The period of four (4) weeks duty is to reflect operational requirements and is to be agreed between the Psychologist and their line manager.

Consistent with clause 42(2) the student summer vacation period is deemed to include a period of 4 weeks annual leave – annual leave is a minimum leave condition prescribed by the *Minimum Conditions of Employment Act 1993 – Division 3 of Part 4*.

(3) Travel

Travel will be paid at rates as per Clause 59. – Travelling Allowance of this Award.

PART 8. – SWIMMING INSTRUCTORS

21. – SWIMMING INSTRUCTORS

This part applies to persons employed to instruct or supervise swimming classes organised through the Department.

Employees are not prevented from also being engaged as Swimming Instructors and Swimming Supervisors over student vacation periods.

(1) Definitions

"Centre Supervisor" means a person employed by the Employer to instruct or supervise swimming classes who is responsible for the supervision of staff and who holds an approved qualification;

"Level 1 Instructor" means a person employed by the Employer to instruct or supervise swimming classes, who holds an approved qualification and who has satisfactorily instructed less than 360 swimming lessons;

"Level 2 Instructor" means a person employed by the Employer to instruct or supervise swimming classes, who holds an approved qualification and who has satisfactorily instructed more than 360, but less than 2000 swimming lessons;

"Level 3 Instructor" means a person employed by the Employer to instruct or supervise swimming classes, who holds an approved qualification and who has satisfactorily instructed 2000 or more swimming lessons;

An "In-term" lesson rate is 55/60 of an hourly rate and includes instructional time, changeover and other duties; and

A "vacation" rate is comprised of an hourly rate consisting of instructional time, changeover and other duties.

(2) Engagement

(a) All Swimming Instructors and Swimming Supervisors employed in accordance with Part 8 of this Award are deemed to be casual employees.

(b) The minimum engagement period for Swimming Instructors and Swimming Supervisors is two (2) lessons for in-term swimming and two (2) hours for student vacation swimming.

(c) An employee is not required to undertake more than three (3) consecutive periods of instruction without an unpaid break of at least 10 minutes, unless otherwise agreed.

(3) Centre Supervisors

For the purposes of undertaking their duties, Centre Supervisors receive a flat rate of one (1) lesson per term (in-term) or one (1) hour per series (VacSwim) for the purpose of collection and drop off of materials, equipment and paperwork.

(4) Travel

Travel assistance will be paid as lessons (in-term) or hours (VacSwim) when Swimming Instructors and Swimming Supervisors are required to travel between worksites during any one day.

PART 9. – SALARIES AND INCREMENTS

22. – SALARIES

(1) (a) The salaries and pay rates for employees are contained in Schedule B. – Salaries of this Award.

(b) Employees covered by this award are to be paid as per the provisions comprising:

(i) Part 1 – Wages Adjusted by Arbitrated Safety Net Adjustments; or

(ii) Part 2 – Expired Industrial Agreement Wages

whichever are the greater.

(2) Teachers who possess a qualification recognised by the Director General as being an appropriate qualification are placed on the salary scale prescribed in Schedule B. – Salaries of this Award, as follows:

(a) Three-year-trained Teacher - Level 1, Point 5.

(b) Four-year-trained Teacher - Level 1, Point 6.

(c) Five-year-trained Teacher - Level 1, Point 7.

Teachers who possess approved qualifications in excess of those specified above may be placed above Level 1 point 7 at the discretion of the Employer.

Untrained Teachers may be placed on salary points lower than those specified in clause 22(2) at the discretion of the Employer.

An Untrained Teacher can not proceed beyond Level 1, point 8.

(3) Level 1 and 2 Teachers who have added to their qualifications after appointment may be given accelerated progression subject to the following restrictions:

(a) An Untrained Teacher appointed from a teacher training institution who obtains approved teaching qualifications within a period of three (3) years after leaving the teacher training institution is placed on the same salary point as their contemporaries at the time of appointment who were appointed with qualifications.

(b) Untrained Teachers other than those referred to in clause 22(3)(a) advance one increment on gaining a qualification recognised by the Director General as being an appropriate qualification.

(c) A two (2)-year-trained Teacher who obtains the qualifications of a three (3)-year-trained Teacher is to advance one increment but can not proceed beyond the maximum of Level 1.

(d) A three (3)-year trained Teacher who obtains the qualifications of a four (4)-year-trained Teacher is to advance one increment.

(e) A four (4)-year-trained Teacher who completes a course of higher study, approved by the Employer, leading to an award such as Doctoral Degree, Master's Degree or approved Graduate Diploma, must advance one (1) increment but can not proceed beyond the maximum of Level 2, Schedule B – Salaries Table I of this Award. Only one (1) increment can be obtained under clause 22(3)(e).

(4) If a person, immediately before graduating as a qualified Teacher, is employed on a permanent or fixed-term contract basis to fill a teaching vacancy, they are entitled to receive the salary and entitlements as prescribed for Graduate Teachers.

23. – PAYMENT OF SALARIES

(1) Salaries are paid fortnightly by direct funds transfer to the credit of an account nominated by the employee at an approved bank, building society or credit Union provided that, where such form of payment is impractical or where some exceptional circumstances exist, payment may be made by cheque.

(2) The fortnightly base salary of all employees, both permanent and fixed term contract, is calculated as follows:

$$\frac{\text{Annual Salary}}{313} \times 12$$

(rounded off to the nearest cent)

(3) The daily base rate of salary for any employee is calculated as follows:

$$\frac{\text{Annual Salary}}{313} \times \frac{12}{10}$$

(rounded off to the nearest cent)

(4) For the purpose of salaries and other remuneration the hourly base rate is calculated using a divisor of 76 hours per fortnight.

(5) Casual employees are paid pursuant to Clause 10.– Casual Employment of this Award and calculated as follows:

The hourly rate of pay is calculated using the following formula.

(a) $$\frac{\text{Teacher Salary}}{1.0134} = \text{Unannualised Salary}$$

(b) $$\frac{\text{Unannualised Salary}}{313} \times \frac{12}{76} + 20\% = \text{Hourly Rate}$$

(6) Automatic deductions for overpayments can be made in accordance with Clause 24 – Recovery of Overpayments of this Award.

24. – RECOVERY OF OVERPAYMENTS

(1) Any overpayments will be repaid to the Employer within a reasonable period of time.

(2) If the Employer and employee cannot reach agreement upon what is a "reasonable period of time" as prescribed in clause 24(1) within 30 days of the employee being made aware of the overpayment, the Employer can deduct an amount not exceeding 10% of the employee's net pay in any one (1) pay period.

(3) In exceptional circumstances a departure from clause 24(2) may be required to ensure that overpayments are made within a reasonable period of time.

(4) On compassionate grounds, the Director General may allow an extended period for the repayment of overpayments.

(5) Where an overpayment has been identified, the employee must be notified in writing as to the details of the overpayment.

(6) Where an employee has incurred additional financial costs as a result of the overpayment, and can demonstrate this to the Employer through written application, this cost may be reimbursed to the employee. The Employer, however, will not be liable for any additional or further costs.

25. – SALARY PACKAGING

(1) An employee may, by agreement with the Employer, enter into a salary packaging arrangement in accordance with this clause and Australian Taxation Office requirements.

(2) Salary packaging is an arrangement whereby the entitlements under this Award contributing toward the Total Employment Cost (as defined) of an employee, can be reduced by and substituted with another or other benefits.

(3) For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employer Superannuation Guarantee contributions.

(4) The TEC for the purpose of salary packaging is calculated by adding:

(a) the base salary;

(b) other cash allowances;

(c) non cash benefits;

(d) any Fringe Benefit Tax liabilities currently paid; and

(e) any variable components.

(5) Where an employee enters into a salary packaging arrangement they will be required to enter into a separate written agreement with the Employer that sets out the terms and conditions of the salary packaging arrangement.

(6) Notwithstanding any salary packaging arrangement, the salary rate as specified in Schedules B. – Salaries is the basis for calculating salary related entitlements specified in this Award.

(7) Compulsory Employer Superannuation Guarantee contributions are to be calculated in accordance with applicable federal and state legislation. Compulsory Employer contributions made to superannuation schemes established under the *State Superannuation Act 2001* are calculated on the gross (pre packaged) salary amount regardless of whether an employee participates in a salary packaging arrangement with their Employer.

(8) A salary packaging arrangement is not to increase the costs to the Employer of employing an individual.

(9) The salary packaging arrangement is to provide the amount of any taxes, penalties or other costs for which the Employer or employee may become liable for and are related to the salary packaging arrangement, is borne in full by the employee.

(10) In the event of any increase in taxes, penalties or costs relating to a salary packaging arrangement, the employee may vary or cancel that salary packaging arrangement.

26. – ANNUAL INCREMENTS

(1) Unless specifically provided for in this Award, progression through increments within levels, referred to in Schedule B – Salaries, for full-time and part-time employees is by annual increment on the anniversary date, subject to satisfactory service.

(2) Casual teachers will automatically progress to the next salary step of the incremental scale on the completion of 200 days worked. For the purposes of accrual towards the 200 days, all days worked from the previous calendar years will be carried over into the next calendar year. Where there is a break between days worked the service will continue to accrue towards the next increment date. This provision commenced operation on and from the date of registration of the School Education Act Employees' (Teachers and Administrators) General Agreement 2006.

27. – ANNUALISATION OF SUMMER VACATION LOADING

The salaries of permanent and fixed-term employees include the annualisation of summer vacation leave loading over a period of four (4) weeks – equivalent to "annual leave".

PART 10. – PUBLIC HOLIDAYS AND LEAVE OF ABSENCE

28. – PUBLIC HOLIDAYS

(1) Where any of the following days fall within a school term they are allowed as public holidays with pay: Good Friday, Easter Monday, Anzac Day (25 April), Labour Day (first Monday in March), Foundation Day (first Monday in June), Queen's Birthday (on the day proclaimed), Christmas Day, Boxing Day, New Year's Day and Australia Day, provided that the Employer may approve another day to be taken as a holiday in lieu of any of the above mentioned days.

(2) When any of the days mentioned in clause 28(1) falls on a Saturday or on a Sunday, the holiday is to be observed on the next succeeding Monday.

When Boxing Day falls on a Sunday or Monday, the holiday is to be observed on the next succeeding Tuesday.

In each case the substituted day is a holiday without deduction of pay and the day for which it is substituted is not a holiday.

29. – BEREAVEMENT LEAVE

(1) On the death of a:

(a) partner of the employee;

(b) child, step-child or grandchild of the employee;

(c) parent, parent-in-law, step-parent or grandparent of the employee;

(d) brother, sister, step-brother or step-sister of the employee; or

(e) any other person who, immediately before that person's death, lived with the employee as a member of the employee's household;

that employee is eligible for up to five (5) days paid bereavement leave.

(2) (a) At the request of an employee, the Employer may exercise discretion to grant bereavement leave to an employee in respect of some other person not identified in clause 29(1) with whom the employee has a special relationship.

(b) In the case of a special relationship, the employee may be required to substantiate that the relationship is a significant and long term relationship.

(3) Payment of such leave may be subject to the employee providing evidence, if so requested by the Employer, of the death or relationship to the deceased that would satisfy a reasonable person.

(4) The five (5) days need not be consecutive.

(5) Bereavement leave is not to be taken during any other period of leave.

(6) An employee requiring more than five (5) days bereavement leave in order to travel overseas in the event of the death overseas of a member of an employee's immediate family may, upon providing adequate

proof, in addition to any bereavement leave to which the employee is eligible, have immediate access to short leave, and/or any accrued long service leave or leave without pay provided all accrued leave is exhausted.

(7) Travelling time for Regional Employees

(a) Subject to prior approval from the Employer, an employee entitled to bereavement leave and who as a result of such bereavement travels to a location within Western Australia that is more than 240 km from their workplace will be granted paid time off for the travel period undertaken in the employee's ordinary working hours up to a maximum of 15 hours per bereavement. The Employer will not unreasonably withhold approval.

(b) The Employer may approve additional paid travel time within Western Australia where the employee can demonstrate to the satisfaction of the Employer that more than two (2) days travel time is warranted.

(c) The provisions of this clause are not available to employees whilst on leave without pay or sick leave without pay.

(d) The provisions of clauses 29(7)(a) and (b) apply as follows.

(i) An employee employed on a fixed term contract for a period greater than 12 months, must be credited with the same entitlement as a permanent employee for each full year of service and pro rata for any residual portion of employment.

(ii) An employee employed on a fixed term contract for a period less than 12 months must be credited with the same entitlement on a pro-rata basis for the period of employment.

(iii) A part time employee is entitled to the same entitlement as a full time employee for the period of employment, but on a pro-rata basis according to the number of ordinary hours worked each fortnight.

(iv) For casual employees, the provisions apply to the extent of their agreed working arrangements.

30. – CANDIDATES FOR PARLIAMENT

(1) State Parliament

(a) An employee who nominates as a candidate for election as a member of either House of Parliament of the State must apply for leave to commence no later than the date on which nominations of candidates close and which ends no earlier than the date on which the election is conducted.

(b) The Employer must approve leave for the employee and the leave is deducted from accrued annual leave or long service leave or is to be granted without pay.

(c) An employee who is not elected to Parliament must resume duty with the Employer on the next working day following the date on which the approved leave expires.

(d) An employee who is elected to Parliament must resign from their position with effect no later than the close of business on the last working day proceeding the date on which the employee becomes entitled to receive the salary payable as a Member of Parliament.

(2) Commonwealth Parliament

(a) An employee who intends to nominate as a candidate for election as a member of either House of Parliament of the Commonwealth must resign from their position before nomination.

(b) Where the Employer is satisfied that an employee who resigned pursuant to clause 30(2)(a) and was a candidate in that election for Parliament but was not elected; the Employer will, on application by that person within two (2) months of the declaration of the result of the election, re-appoint that person.

(3) On making an application under clause 30(2)(b), a person to whom this section applies is to be reappointed to perform:

(a) the functions that they required to perform immediately before resigning; or

(b) other functions, at a remuneration and under terms and conditions not less favourable than those which applied to him or her immediately before that resignation.

(4) The reference in clause 30(2)(b) to the declaration of the result of the election concerned is, if the result of that election is challenged, to be read as a reference to:

(a) the determination of that challenge by a court of disputed returns (by whatever name called); or

(b) the lapsing of that challenge, whichever happens first.

31. – CARER'S LEAVE

(1) Carer's Leave

(a) Employees are entitled to access in any one year up to a maximum of 12.5 days paid leave to provide care or support to a member of the employee's family or household who requires care or support because of an illness or injury of the member or an unexpected emergency affecting the member, provided the days used are accrued sick leave entitlements.

(b) Carer's leave is not cumulative from year to year.

(c) In exceptional circumstances employees can apply to the Employer to access additional carer's leave beyond the maximum of the 12.5 days entitlement at clause 31(1)(a) from their accrued sick leave in accordance with clause 41 – Sick Leave.

(2) Employees must, wherever practical, give the Employer notice of intention to take carer's leave and the estimated length of absence. If it is not practicable to give prior notice of absence, employees are to notify the Employer as soon as possible on the first (1st) day of absence.

(3) An employee who claims to be entitled to carer's leave is to provide the Employer with evidence that would satisfy a reasonable person of the entitlement.

(4) Carers leave may be taken in full days or periods of less than one day.

(5) Where an employee has no accrued sick leave credits, the employee may, subject to the consent of the Employer, access long service leave in accordance with clause 38 or leave without pay in accordance with clause 36 of this Award for the purpose of providing care to a sick family member.

32. – CULTURAL/CEREMONIAL LEAVE

(1) An employee who is legitimately required to be absent from work for tribal/ceremonial/cultural purposes is entitled to cultural/ceremonial leave.

(2) Cultural/ceremonial leave may be taken as whole or part days off. Each day or part thereof, will be as leave without pay or deducted from the employee's accrued long service leave entitlements, but in full days only.

(3) Cultural/ceremonial leave includes leave to meet the employee's customs and traditional law and to participate in tribal/ceremonial/cultural activities.

(4) The employee must give the Employer reasonable notice prior to the absence of the intention to take such leave and the length of leave required.

(5) Cultural/ceremonial leave must be available to, but not limited to, Aboriginal and Torres Strait Islanders.

(6) The Employer may request reasonable evidence of the need for the employee to be allowed time off.

33. – DEFENCE FORCE RESERVE LEAVE

(1) The Employer must grant leave of absence for the purpose of Defence service to an employee who is a volunteer member of the Defence Force Reserves or the Cadet Force. Defence service means service, including training, in a part of the Reserves or Cadet Force.

(2) Leave of absence may be paid or unpaid in accordance with the provisions of this clause.

(3) Application for leave of absence for Defence service must, in all cases, be accompanied by evidence of the necessity for attendance. At the expiration of the leave of absence granted, the employee must provide a certificate of attendance to the Employer.

(4) Paid leave

(a) An employee who is a volunteer member of the Defence Force Reserves or the Cadet Force is entitled to paid leave of absence for Defence service, subject to the conditions set out hereunder.

(b) Part-time employees will receive the same paid leave entitlement as full-time employees but payment will only be made for those hours that would normally have been worked but for the leave.

(c) On written application, an employee will be paid salary in advance when proceeding on such leave.

(d) Casual employees are not entitled to paid leave for the purpose of Defence service.

(e) An employee is entitled to paid leave for a period not exceeding 105 hours (14 days for teaching staff), on full pay in any period of 12 months commencing on 1 July in each year.

(f) An employee is entitled to a further period of leave, not exceeding 16 calendar days in any period of twelve months commencing on 1 July. Pay for this leave must be at the rate of the difference between the normal remuneration of the employee and the Defence Force payments to which the employee is entitled if such payments do not exceed normal salary. In calculating the pay differential, pay for Saturdays, Sundays, Public Holidays and rostered days off is to be excluded, and no account is to be taken of the value of any board or lodging provided for the employee.

(5) Unpaid leave

(a) Any leave for the purpose of Defence service that exceeds the paid entitlement prescribed in clause 33(4) must be unpaid.

(b) Casual employees are entitled to unpaid leave for the purpose of Defence service.

(6) Use of other leave

(a) An employee may elect to use annual or long service leave credits for some or all of their absence on Defence service, in which case they will be treated in all respects as if on normal paid leave.

(b) The Employer cannot compel an employee to use annual leave or long service leave for the purpose of Defence service.

34. – EMERGENCY SERVICES LEAVE

(1) Subject to operational requirements, paid leave of absence must be granted by the Employer to an employee who is an active volunteer member of the State Emergency Service, St John Ambulance Brigade, Volunteer Fire and Rescue Service, Bush Fire Brigade or Volunteer Marine Rescue Service, in order to allow for attendances at emergencies as declared by the recognised authority.

(2) The Employer must be advised as soon as possible by the employee, the emergency service, or other person as to the absence and, where possible, the expected duration of the leave.

(3) The employee must complete a leave of absence form immediately upon return to work.

(4) The application form must be accompanied by a certificate from the emergency organisation certifying that the employee was required for the specified period.

(5) An employee, who during the course of an emergency, volunteers their services to an emergency organisation, must comply with clauses 34(2), 34(3) and 34(4).

(6) The Employer may approve leave to attend emergency service training or practice sessions on a leave without pay basis but any application for paid leave for this purpose will be considered on its merits.

35. – INTERNATIONAL SPORTING EVENTS LEAVE

(1) Special leave with pay may be granted by the Director General to an employee chosen to represent Australia as a competitor or official, at a sporting event, which meets the following criteria:

(a) it is a recognised international amateur sport of national significance; or

(b) it is a world or international regional competition; and

(c) no contribution is made by the sporting organisation towards the normal salary of the employee.

(2) The Employer may make enquiries with the Department of Sport and Recreation:

(a) whether the application meets the above criteria; and

(b) the period of leave to be granted.

36. – LEAVE WITHOUT PAY

(1) An employee can apply for leave without pay for a period of up to one (1) year. A further period of leave without pay for up to 12 months can be requested.

(2) An employee on a fixed term contract can not be granted leave without pay for any period beyond the period of the contract.

(3) Every application for leave without pay will be considered on its merits and may be granted provided that the work of the Department is not inconvenienced.

(4) In the event that leave without pay is not granted, reasons for the decision will be provided to the applicant in writing.

(5) All leave without pay granted under this clause is deemed continuous service but does not count for the purposes of calculating entitlements.

(6) Leave without pay can only be granted if all other leave credits have been exhausted.

37. – LOCAL GOVERNMENT LEAVE

(1) Subject to the discretion of the Director General and consideration of organisational convenience, employees who are elected to local councils are entitled to apply for one (1) day's paid leave per month to attend regular council meetings and standing committee meetings held during the school working day.

(2) In considering such an application the Employer must have regard for the convenience of such absence and must not approve any such leave if any additional cost to the Employer is or may be incurred other than the cost of teacher relief.

(3) Subject to all other leave credits of the employee being exhausted, leave without pay may be utilised in cases where the provision is not sufficient for the employee to meet the essential activities as a council member.

(4) Entitlements to local government leave under this clause do not accrue. At the end of each calendar month unused local government leave will be forfeited.

38. – LONG SERVICE LEAVE

(1) Subject to this clause, a permanent or fixed-term contract or casual employee is entitled to long service leave of 13 weeks on completion of:

(a) 10 years' continuous service; and

(b) any subsequent period of seven (7) years' continuous service.

(2) A part-time employee or casual employee accrues an entitlement to long service leave at the same rate as a full-time employee but is paid on a pro rata basis.

(3) For the purposes of this clause the term "continuous service" is defined in accordance with clause 38(4).

(4) (a) An interruption in the service of an employee normally does not count as service and will break continuity of service.

(b) Notwithstanding clause 38(4)(a), the following periods count as continuous service and do not break service:

(i) sick leave with pay; or

(ii) all absences on workers' compensation leave; or

(iii) approved sick leave without pay not exceeding 13 weeks.

(c) Notwithstanding 38(4)(a) the following periods do not break service but do not count for the purpose of calculating entitlements:

(i) long service leave and any period of student vacation within that period; or

(ii) student vacation for which the employee is not entitled to payment; or

(iii) up to six (6) months during which the services of a fixed-term contract employee are not required; or

(iv) up to six (6) months during which the services of a casual employee are not required.

(5) An application for long service leave, using an authorised application form, must be made no later than:

(a) the date specified by the Employer by notice published in School Matters; and

(b) two (2) years after the date on which an entitlement to 13 weeks' long service leave has accrued.

(6) The Employer may, on application by the employee made within two (2) years of the date on which the employee becomes entitled to long service leave for 13 weeks, approve of the employee postponing the taking of that entitlement until the employee becomes entitled to take long service leave over one (1) semester.

(7) Subject to organisational needs the Employer may approve the clearing of any accrued entitlement to long service leave in any form provided that no absence is less than one (1) working day.

(8) The Director General may direct an employee to take accrued long service leave and may determine the date on which such leave commences.

(9) Where an employee takes long service leave over more than one (1) term, any student vacation period that occurs between the terms is not regarded as long service leave.

(10) Any public holiday occurring during an employee's absence on long service leave is deemed to be a portion of the long service leave and extra days in lieu thereof cannot be granted.

(11) Payment of Accrued Long Service Leave

(a) Long Service Leave on Full or Half Pay

Subject to the Employer's convenience, the Director General may approve an employee's application to take a complete entitlement of accrued long service leave on full pay or half pay.

(b) Long Service Leave on Double Pay

Employees may by agreement with their Employer, access any portion of an accrued entitlement to long service leave on double pay for half the period accrued. In these circumstances the leave actually taken is 50 percent of the accrued entitlement accessed.

Where employees proceed on long service leave on double pay, the entitlement accessed is excised pursuant to clause 38(4) for the purpose of continuous service.

(12) Early Access to Pro Rata Long Service Leave

(a) Subject to clause 38(12)(c), employees within seven years of their preservation age under Western Australian Government superannuation arrangements may, by agreement with their Employer, choose early access to their long service leave at the rate of:

(i) 6.5 days per completed twelve month periods of continuous service for full time employees in their first period of long service leave accrual; or

(ii) 9.28 days per completed twelve month periods of continuous service for full time employees in subsequent periods of long service leave accrual.

(b) Part time and casual employees have the same entitlement as full time employees.

(i) For part time employees their entitlement is calculated on a pro rata basis according to any variations to their ordinary working hours during the accrual period.

(ii) For casual employees their entitlement is calculated on a pro rata basis according to the average hours worked during the accrual period.

(c) Early access to pro rata long service leave does not include access to long service leave to which the employee has become entitled, or accumulated prior to being within seven years of their preservation age.

(d) Under this clause, long service leave can only be taken as paid leave and there is no capacity for payment in lieu of leave.

(e) Employees may, by agreement with their employer:

(i) clear long service leave in minimum periods of one day; and/or

(ii) access pro rata long service leave at half, full or double pay.

(f) Where employees access pro rata long service leave early, any period of leave taken will be excised for the purpose of continuous service in accordance with clause 38(4).

(13) Cash out of Accrued Long Service Leave

(a) An employee may by agreement with their Employer, cash out any portion of an accrued entitlement to long service leave.

(b) Where an employee cashes out any portion of an accrued entitlement to long service leave in accordance with this clause, the entitlement accessed is excised for the purpose of continuous service.

(c) Employees should seek financial advice at their own cost with regard to the effects on taxable income and/or superannuation arrangements prior to making a request for cashing out of accrued long service leave.

(14) Lump Sum Payment

(a) A lump sum payment for the money equivalent of any accrued long service leave entitlement of an employee under the provisions of this clause and/or any pro rata long service leave credit of an employee under the provisions of this clause is due:

(i) as of the date of retirement, to an employee who is retired because of incapacity, provided that at least 12 months continuous service has been completed prior to the date of the retirement;

(ii) as of the date of retirement, to an employee who retires at or over the age of 55 years provided that at least three (3) years of continuous service has been completed prior to the date of retirement;

(iii) as of the date of their death in respect of an employee who dies provided that the employee has completed not less than 12 months of continuous service prior to the date of their death.

(b) A lump sum payment for the money equivalent of any accrued long service leave entitlement of an employee under the provisions of this clause must be made as soon as practicable after the date of the employee's termination.

(15) Pro-rata long service leave is the proportion of long service leave credit that an employee has accumulated towards a long service leave entitlement.

(16) Except as provided in this clause an employee is not entitled to a lump sum payment in respect of any pro rata long service leave credit.

(17) Portability of Long Service Leave Credits (State and Commonwealth Employment)

For the purpose of this clause:

"Commonwealth Employee" means a person who is employed in a classification contained within this Award and whose appointment is continuous with employment with a Commonwealth instrumentality;

"Commonwealth Instrumentality" means:

(a) any Department of the Australian Public Service; or

(b) any body constituted under an Act of the Parliament of the Commonwealth; or

(c) any body subject to the administration of a Minister of the Crown in the right of the Commonwealth;

as the Minister for Education and Training declares by notice in the Government Gazette to be a Commonwealth instrumentality for the purposes of this clause;

"Period of Accrued Long Service Leave" means a period of long service:

(a) to which an employee in a State instrumentality is entitled as of the date the employee ceases to be employed by that instrumentality; and

(b) for which the employee has received no benefit in lieu of such entitlement;

"State Employee" means a person who is employed in a classification contained within this Award and whose employment is continuous with employment in a State instrumentality;

"State Instrumentality" means any body, which is, or is capable of being declared to be, a Department for the purposes of the *Superannuation and Family Benefits Act 1938*.

(18) Where an employee was immediately prior to being employed in the Department, employed in the service of:

(a) the Commonwealth of Australia; or

(b) any Western Australian State body or Western Australian statutory authority,

and the period between the date when the employee ceased previous employment and the date commencing employment in the Department does not exceed four (4) weeks, that employee is entitled to long service leave determined in the following manner:

(i) the pro rata portion of long service leave to which the employee would have been entitled up to the date the employee ceases employment with their previous Employer, is calculated in accordance with the provisions that applied to the previous employment referred to, but in calculating that period of pro rata long service leave, any long service leave taken or any benefit granted in lieu of any such long service leave during that employment is deducted from any long service leave to which the employee may become entitled under this clause; and

(ii) the balance of the long service leave entitlement of the employee is calculated upon appointment to the Department in accordance with the provisions of this clause.

(19) A previous Commonwealth employee cannot proceed on long service leave until they have completed a period of over three (3) years of continuous service in a classification contained within this Award.

39. – PARENTAL LEAVE

(1) Definitions

For the purposes of this clause, the following terms mean:

"Child" all references in this clause to a child should be read as including children of a multiple birth or adoption;

"Eligible Casual Employee" a casual employee is eligible if the employee:

(a) has been engaged by a public sector Employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months; and

(b) but for an expected birth of a child to the employee or the employee's partner or an expected placement of a child with the employee with a view to the adoption of the child by the employee, would have a reasonable expectation of continuing engagement by the public sector Employer on a regular and systematic basis.

(c) Without limiting paragraphs (a) and (b) of this provision, a casual employee is also eligible if the employee:

(i) was engaged by a public sector Employer on a regular and systematic basis for a sequence of periods during a period (the first period of employment) of less than 12 months; and

(ii) at the end of the first (1st) period of employment, the employee ceased on the Employer's initiative, to be so engaged by the public sector Employer; and

(iii) the public sector Employer later again engaged the employee on a regular and systematic basis for a further sequence of periods during a period (the second period of employment) that started not more than three (3) months after the end of the first period of employment; and

(iv) the combined length of the first period of employment and the second period of employment is at least 12 months; and

(v) the employee, but for an expected birth of a child to the employee or the employee's partner or an expected placement of a child with the employee with a view to adoption of the child by the employee, would have a reasonable expectation of continuing engagement with the public sector Employer on a regular and systematic basis.

(2) Entitlement to Parental Leave

(a) Unpaid Parental Leave

An employee is entitled to a period of up to 52 weeks unpaid parental leave in respect of the:

(i) birth of a child to the employee or the employee's partner; or

(ii) adoption of a child who is not the child or the stepchild of the employee or the employee's partner; is under the age of five (5); and has not lived continuously with the employee for six (6) months or longer.

(b) Paid Parental Leave

(i) Subject to clause 39(2)(b)(ii) and 39(2)(f), an employee is entitled to paid parental leave as follows:

(aa) 14 weeks continuous paid parental leave from 1 July 2008.

(ii) The paid parental leave entitlement provided in clause 39(2)(b)(i):

(aa) can be accessed by a pregnant employee in accordance with clause 39(2)(f)(i);

(bb) can only be accessed by an employee who is the primary care giver of a newly born or newly adopted child;

(cc) can only be accessed by an employee who has completed 12 months continuous service in the Western Australian public sector;

(dd) is provided only in respect to the:

- birth of a child to the employee or the employee's partner; or
- adoption of a child who is not the child or the stepchild of the employee or the employee's partner; is under the age of five; and has not lived continuously with the employee for six months or longer;

(ee) cannot be accessed by eligible casual employees; and

(ff) forms part of the 52 week unpaid parental leave entitlement provided in clause 39(2)(a).

(iii) The quantum of paid parental leave available to an employee is determined according to the quantum that applied at the date of commencement of the employee's period of paid or unpaid parental leave.

(iv) An employee in receipt of a higher duties allowance for a continuous period of twelve months immediately prior to commencing paid parental leave is to continue to receive the higher duties allowance for the first four weeks of paid parental leave.

(v) An employee who is entitled to be paid higher duties allowance in accordance with clause 39(2)(b)(iv) and elects to take paid maternity leave at half pay will be paid the higher duties allowance at the full rate for the first four weeks of paid parental leave.

(c) An employee proceeding on parental leave may elect to take a shorter period of parental leave to that provided by clause 39(2)(b) and may at any time during that period elect to reduce or extend the period stated in the original application, provided four weeks written notice is provided.

(d) The period of paid parental leaven taken by the primary care giver of a newly born or newly adopted child can not exceed the period specified in clause 39(2)(b) or its half pay equivalent.

(e) (i) Paid parental leave will count as qualifying service for all purposes under any relevant award, agreement or industrial instrument.

(ii) Qualifying service for any purpose under any relevant award, agreement or industrial instrument is to be calculated according to the number of weeks of paid parental leave that were taken at full pay or would have been had the employee not taken paid parental leave at half pay. Employees who take paid parental leave on half pay do not accrue award, agreement or other entitlements beyond those that would have accrued had they taken the leave at full pay.

(f) Commencement of Paid Parental Leave

(i) A pregnant employee may commence paid parental leave any time up to six (6) weeks before the expected date of birth.

(ii) Provided that the period of paid parental leave is concluded within 12 months of the birth or placement of the child, an employee identified as the primary care giver of a newly born or newly adopted child may commence the period of paid parental leave from:

(aa) the child's birth date; or

(bb) for the purposes of adoption, the date of placement of the child; or

(cc) a later date nominated by the primary care giver.

(iii) Notwithstanding clause 39(2)(f)(ii), the Employer may, in exceptional circumstances, allow an employee to take a period of paid parental leave as prescribed in clause 39(2)(b) that will result in the employee being on paid parental leave more than 12 months after the birth or placement of the employee's child.

(iv) The Employer may require evidence that would satisfy a reasonable person that the circumstances warrant allowing the employee to take their period of paid parental leave such that it will result in the employee being on paid parental leave more than 12 months after the birth or placement of the employee's child.

(g) Shared Parental Leave

(i) Subject to clause 39(2)(g)(ii), the paid parental leave entitlement may be shared between partners assuming the role of primary care giver of a newly born or newly adopted child.

(ii) Where both partners work in the public sector, the total paid parental leave entitlement provided to the employees can not exceed the paid parental leave quantum for a single employee as specified in clause 39(2)(b) or its half pay equivalent.

(iii) The unpaid parental leave entitlement may be shared between partners.

(iv) An employee and their partner may only take paid and/or unpaid parental leave concurrently in exceptional circumstances with the approval of the Employer or in accordance with clause 39(2)(m)(iii).

(h) (i) An employee must take parental leave in one continuous period. Where less than the standard parental leave is taken the unused portion of the period of paid or unpaid leave cannot be preserved in any way.

(ii) Notwithstanding clause 39(2)(h)(i):

(aa) paid parental leave may be taken in more than one continuous period by an employee who meets the requirements of clause 39(2)(m); and

(bb) unpaid parental leave may be taken in more than one continuous period where the employee undertakes special temporary or casual employment in accordance with clause 39(9). In these circumstances, the provisions of 39(9) apply.

(i) Payment for Paid Parental Leave

(i) Subject to clause 39(2)(i)(ii), an employee proceeding on paid parental leave is to be paid according to their ordinary working hours at the time of commencement of parental leave.

(ii) Payment for a part time employee proceeding on paid parental leave is to be determined according to:

(aa) an average of the hours worked by the employee over the preceding 12 months; or

(bb) their ordinary working hours at the time of commencement of paid parental leave;

whichever is the greater.

(iii) An employee may elect to receive pay in advance for the period of paid parental leave at the time the parental leave commences, or may elect to be paid the entitlement on a fortnightly basis over the period of the paid parental leave.

(j) (i) An employee is eligible, without concluding their parental leave and resuming duty, for subsequent periods of parental leave, including paid parental leave, in accordance with the provisions of this clause.

(ii) Where an employee has not concluded their period of parental leave and resumed duty, and the employee is entitled to a subsequent period of paid parental leave, the employee's paid parental leave is:

(aa) to be paid according to the employee's status and classification at the time of commencing the original period of parental leave; and

(bb) not affected by any period of special temporary or casual employment undertaken in accordance with clause 39(9).

(k) Medical Certificates

(i) An employee who has given their Employer notice of their intention to take paid or unpaid parental leave, or unpaid partner leave must provide the Employer with a medical certificate from a registered medical practitioner naming the employee, or the employee's partner, confirming the pregnancy and the estimated date of birth.

(ii) A pregnant employee who continues to work during the period of six (6) weeks before the expected date of birth is not required to provide the Employer with a medical certificate stating that the employee is fit to work and whether it is advisable for the employee to continue in her present position for a stated period.

(iii) Notwithstanding clause 39(2)(k)(ii), where the Award or Agreement provides an Employer with the discretion to request a medical certificate in relation to a pregnant employee who continues to work during the period of six (6) weeks before the expected date of birth, the award or agreement provisions prevail.

(l) If the pregnancy results in other than a live child or the child dies during the period of paid parental leave, the entitlement to paid parental leave as provided in clause 39(2)(b) remains intact. Such paid parental leave cannot be taken concurrently with paid sick leave taken in accordance with clause 39(4)(d).

(m) Paid Parental Leave When the Mother is, for any Period of her Leave, Incapable of being her Child's Primary Care Giver

(i) An employee who commenced paid parental leave prior to her child's birth and:

(aa) who is incapacitated following the birth of her child and is therefore incapable of being its primary care giver; or

(bb) whose child requires hospitalisation such that the employee and her partner are not their child's primary care giver;

is entitled to remain on paid parental leave, notwithstanding that she is not the child's primary care giver.

(ii) An employee is not entitled to access paid parental leave when they are not their child's primary care giver other than in the circumstances identified in clause 39(2)(m)(i).

(iii) If both parents work in the public sector and the mother is able to remain on paid parental leave in accordance with clause 39(2)(m)(i)(aa), the employees may choose which parent will access paid parental leave.

(aa) If the mother chooses to remain on paid parental leave, her partner may access unpaid parental leave for the period they are their child's primary care giver.

(bb) If the mother's partner is their child's primary care giver and chooses to access paid parental leave, the mother may access unpaid parental leave for the period her partner is their child's primary care giver.

(cc) Where the mother's partner accesses paid parental leave in accordance with clause 39(2)(m)(iii)(bb), the mother is entitled to resume paid parental leave if/when she becomes her child's primary care giver, subject to the provisions of clause 39(2)(g).

(dd) If the mother resumes paid parental leave in accordance with clause 39(2)(m)(iii)(cc), her partner must cease paid parental leave.

(iv) An employee is not entitled to access the provisions of clause 39(2) (m)(iii) in the circumstances identified in clause 39(2)(m)(i)(bb).

(n) Adoption of a Child

(i) An employee seeking to adopt a child is entitled to two (2) days unpaid leave to attend interviews or examinations required for the adoption procedure. Employees working or residing outside the Perth metropolitan area are entitled to an additional day's unpaid leave. The employee may take any paid leave entitlement to which the employee is entitled in lieu of this leave.

(ii) If an application for parental leave has been granted for the adoption of a child, which does not eventuate, then the period of paid or unpaid parental leave is terminated. Employees may take any other paid leave entitlement to which they are entitled in lieu of the terminated parental leave or return to work.

(o) Confirmation of Primary Care Giver Status

(i) For the purposes of clause 39(2)(b), an Employer may require an employee to provide confirmation of their primary care giver status.

(ii) Where an Employer requires an employee to confirm their status as the primary care giver of a newly born or newly adopted child, the employee is to provide the Employer with evidence that would satisfy a reasonable person of the entitlement to paid parental leave. Such evidence may include a medical certificate or statutory declaration.

(3) Partner Leave

(a) An employee is entitled to unpaid partner leave as prescribed by this subclause in respect of the:

(i) birth of a child to the employee or the employee's partner; or

(ii) adoption of a child who is not the child or the stepchild of the employee or the employee's partner; is under the age of five (5); and has not lived continuously with the employee for six (6) months or longer.

(b) An employee who is not taking parental leave with respect to the birth of a child to their partner will be entitled to a period of unpaid partner leave of up to one week at the time of the child's birth. In the case of adoption of a child this period will be increased to up to three weeks unpaid leave.

(c) The employee may request to extend the period of partner leave by up to a maximum of eight (8) weeks.

(d) The Employer is to agree to an employee's request to extend their partner leave under clause 39(3)(c) unless:

(i) having considered the employee's circumstances, the Employer is not satisfied that the request is genuinely based on the employee's parental responsibilities; or

(ii) there are grounds to refuse the request relating to its adverse effect on the Employer's business and those grounds would satisfy a reasonable person. These grounds include, but are not limited to:

(aa) cost;

(bb) lack of adequate replacement staff;

(cc) loss of efficiency; and

(dd) impact on the production or delivery of products or services by the Employer.

(e) The Employer is to give the employee written notice of the Employer's decision on a request for extended partner leave. If the employee's request is refused, the notice is to set out the reasons for the refusal.

(f) An employee who believes their request for extended partner leave under clause 39(3)(c) has been unreasonably refused may seek to enforce it as a minimum condition of employment and the onus will be on the Employer to demonstrate that the refusal was justified in the circumstances.

(g) The taking of partner leave by an employee has no effect on their or their partner's entitlement, where applicable, to paid parental leave under this clause.

(4) Other Leave Entitlements

(a) Annual and Long Service Leave

(i) An employee proceeding on unpaid parental leave may elect to substitute any part of that leave with accrued annual leave or long service leave to which the employee is entitled for the whole or part of the period of unpaid parental leave.

(ii) (aa) An employee may elect to substitute any part of their entitlement to one week's unpaid partner leave as provided for in clause 39(3)(b) with accrued annual or long service leave to which the employee is entitled for the whole or part of that period of unpaid partner leave.

(bb) Where an Employer agrees to an employee's request to extend their period of unpaid partner leave under clause 39(3)(c), the Employer must allow an employee to elect to substitute any part of that period of unpaid partner leave with accrued annual or long service leave to which the employee is entitled for the whole or part of that period of unpaid partner leave.

(b) Time Off in Lieu

An employee proceeding on unpaid parental leave or unpaid partner leave may elect to substitute any part of that leave with accrued time off in lieu to which the employee is entitled for the whole or part of the period of unpaid parental leave or unpaid partner leave.

(c) Leave Without Pay

(i) Subject to all other leave entitlements being exhausted an employee is entitled to apply for leave without pay following parental leave to extend their leave by up to two (2) years. The Employer is to agree to a request to extend their leave unless:

(aa) having considered the employee's circumstances, the Employer is not satisfied that the request is genuinely based on the employee's parental responsibilities; or

(bb) there are grounds to refuse the request relating to its adverse effect on the Employer's business and those grounds would satisfy a reasonable person. These grounds include, but are not limited to:

- cost;
- lack of adequate replacement staff;
- loss of efficiency; or
- impact on the production or delivery of products or services by the Employer.

(ii) The Employer is to give the employee written notice of the Employer's decision on a request for leave without pay under clause 39(4)(c)(i). If the request is refused, the notice is to set out the reasons for the refusal.

(iii) An employee who believes their request for leave without pay under clause 39(4)(c)(i) has been unreasonably refused may seek to enforce it as a minimum condition of employment and the onus will be on the Employer to demonstrate that the refusal was justified in the circumstances.

(iv) Any period of leave without pay must be applied for and approved in advance and will be granted on a year-by-year basis. Where both partners work for the Employer the total combined period of leave without pay following parental leave must not exceed two (2) years.

(d) Sick Leave

(i) An employee on paid or unpaid parental leave is not entitled to paid sick leave other than as specified in clause 39(4)(d)(ii).

(ii) Should the birth or adoption result in other than the arrival of a living child, the employee is entitled to such period of paid sick leave to which the employee is entitled or unpaid leave for a period certified as necessary by a registered medical practitioner. Paid sick leave cannot be taken concurrently with paid parental leave.

(iii) Where a pregnant employee not on parental leave suffers illness related to the pregnancy or is required to undergo a pregnancy related medical procedure the employee may take any paid sick leave to which the employee is entitled or unpaid leave for a period as certified necessary by a registered medical practitioner.

(iv) An employee on unpaid partner leave is not entitled to paid sick leave.

(e) Public Holidays

Any public holidays that fall during paid or unpaid parental leave, or unpaid partner leave is counted as part of the parental or partner leave and do not extent the period of parental or partner leave.

(f) Student Vacation Leave

(i) This provision applies to employees who are entitled to receive normal pay during a period of the student vacation.

(ii) Where a period of paid parental leave overlaps with a period of student vacation leave to which an employee is entitled, the period of student vacation leave is not counted as part of the paid parental leave, therefore extending the period of paid parental leave to the extent of the overlap.

(5) Notice and Variation

(a) (i) The employee must give not less than four weeks notice in writing to the Employer of the date the employee proposes to commence paid or unpaid parental leave, or unpaid partner leave stating the period of leave to be taken.

(ii) Where an award or agreement requires an employee to provide a greater period of notice than that stated in clause 39(5)(a)(i), the notice provisions of the award or agreement prevail.

(b) An employee seeking to adopt a child is not in breach of clause 39(5)(a) by failing to give the required period of notice if such failure is due to the requirement of the adoption agency to accept earlier or later placement of a child, or other compelling circumstances.

(c) An employee proceeding on parental leave may elect to take a shorter period of parental leave to that provided by clause 39(2)(d) and may at any time during that period elect to reduce or extend the period stated in the original application, provided four weeks written notice is provided.

(6) Modification of Duties or Transfer to a Safe Job

(a) Part Time Employment During Pregnancy

(i) A pregnant employee may work part time in one or more periods whilst she is pregnant where she provides her Employer with a medical certificate from a medical practitioner advising that part time employment is, because of her pregnancy, necessary or preferable.

(ii) The terms of part time employment undertaken in accordance with this clause must be in writing.

(iii) Such employment must be in accordance with the part time employment and parental leave provisions of any relevant award, agreement or other industrial instrument.

(iv) In the absence of award or agreement provisions, and unless otherwise agreed between an Employer and employee, an employee must provide their Employer with four (4) weeks written notice of an intention to:

(aa) vary part time work arrangements made under clause 39(6) (a)(ii); or

(bb) revert to full time employment during the employee's pregnancy.

(v) An employee reverting to full time employment in accordance with clause 39(6)(a)(iv)(bb) will be entitled to the same position or a position equivalent in pay, conditions and status and commensurate with the employee's skill and abilities as the substantive position held immediately prior to undertaking part time employment.

(b) If an employee gives her Employer a medical certificate from a medical practitioner containing a statement to the effect that, in the medical practitioner's opinion, the employee is fit to work, but that it is inadvisable for her to continue in her present position for a stated period because of:

(i) illness, or risks, arising out of her pregnancy; or

(ii) hazards connected with that position;

then the Employer must modify the duties of the position or alternatively transfer the employee to a safe job at the same classification level for the period during which she is unable to continue in her present position.

(c) If an employee's Employer does not think it to be reasonably practicable to modify the duties of the position or transfer the employee to a safe job the employee is entitled to paid leave for the period during which she is unable to continue in her present position.

(d) An entitlement to paid leave provided in clause 39(6)(c) is in addition to any other leave entitlement the employee has and the employee is to be paid the amount she would reasonably have expected to be paid if she had worked during that period. This entitlement also applies to eligible casual employees.

(e) An entitlement to paid leave provided in 39(6)(c) ends at the earliest of whichever of the following times is applicable:

(i) the end of the period stated in the medical certificate;

(ii) if the employee's pregnancy results in the birth of a living child – the end of the day before the date of birth; or

(iii) if the employee's pregnancy ends otherwise than with the birth of a living child – the end of the day before the end of the pregnancy.

(7) Communication During Parental Leave

(a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer must take reasonable steps to:

(i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

(ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

(b) An employee must take reasonable steps to inform their Employer about any significant matter that will affect the employee's decision regarding:

(i) the duration of parental leave to be taken;

(ii) whether the employee intends to return to work; and

(iii) whether the employee intends to return to work on a part-time or modified basis.

(c) An employee must also notify their Employer of changes of address or other contact details that might affect the Employer's capacity to comply with subclause 39(7)(a).

(8) Replacement Employee

(a) Prior to engaging a replacement employee the Employer must inform the replacement person of:

(i) the temporary nature of the employment;

(ii) the entitlements relating to the return to work of the employee on parental leave or that employee's capacity to undertake special temporary or casual employment during their period of unpaid parental leave; and

(iii) any consequences for the replacement employee should the employee on parental leave return early from leave or seek an extension to their period of parental leave.

(b) A replacement employee may be employed part time. Such employment must be in accordance with the part time employment provisions of any relevant award, agreement or industrial instrument.

(c) Nothing in this subclause can be construed as requiring an Employer to engage a replacement employee.

(9) Employment During Parental Leave

(a) (i) The provisions of clause 39(9) only apply to employment during:

(aa) unpaid parental leave; and

(bb) leave without pay taken in conjunction with parental leave as provided for in clause 39(4)(c).

(ii) An Employer cannot employ an employee in special temporary or casual employment whilst the employee is on a period of:

(aa) paid parental leave; or

(bb) annual or long service leave taken concurrently with a period of unpaid parental leave.

(b) Special Temporary Employment

(i) For the purposes of clause 39(9) "temporary" means employment:

(aa) of an intermittent nature;

(bb) for a limited, specified period;

(cc) undertaken during unpaid parental leave or leave without pay taken in conjunction with unpaid parental leave; and

(dd) excluding employment undertaken in accordance with 39(9)(c).

(ii) Notwithstanding any other provision of the parental leave clause, an employee may be employed by their Employer on a temporary basis provided that:

(aa) both parties agree in writing to the special temporary employment;

(bb) employees are employed at the level commensurate to the level of the available position under the relevant award or agreement;

(cc) in the case of a fixed term contract employees, the period of temporary employment is within the period of the current fixed term contract;

(dd) any such period of service does not change the employee's employment status in regard to their substantive employment; and

(ee) any period of special temporary employment counts as qualifying service for all purposes under any relevant award, agreement or industrial instrument.

(c) Special Casual Employment

(i) For the purposes of this subclause, "casual" means employment:

(aa) on an hourly basis for a period not exceeding four (4) weeks in any period of engagement;

(bb) for which a casual loading is paid;

(cc) undertaken during unpaid parental leave or leave without pay taken in conjunction with unpaid parental leave; and

(dd) excluding employment undertaken in accordance with 39(9)(b).

(ii) Notwithstanding any other provision of the parental leave clause, an employee may be employed by their Employer on a casual basis provided that:

(aa) both parties agree in writing to the special casual employment;

(bb) employees are employed at the level commensurate to the level of the available position under the relevant award or agreement;

(cc) in the case of a fixed term contract employee, the period of casual employment is within the period of the current fixed term contract;

(dd) any such period of service does not break the employee's continuity of service nor change the employee's employment status in regard to their substantive employment; and

(ee) any period of special casual employment does not count as qualifying service other than with respect to entitlements a casual employee would ordinarily be entitled to for any purpose under any relevant award, agreement or industrial instrument.

(d) For every period of special temporary or casual employment, the following records must be kept:

(i) the agreements made between the parties for periods of special temporary or casual employment;

(ii) the dates of commencement and conclusion of each period of special temporary and/or casual employment;

(iii) the hours worked by the employee during such periods; and

(iv) the classification level at which the employee is employed during such periods.

(e) Effect of Special Temporary or Casual Employment on Unpaid Parental Leave

(i) Subject to clause 39(9)(e)(ii), periods of special temporary and/or casual employment are deemed to be part of the employee's period of unpaid parental leave or leave without pay taken in conjunction with parental leave as originally agreed to by the parties.

(ii) An employee who immediately resumes unpaid parental leave or leave without pay following parental leave following the conclusion of a period of special temporary or casual employment:

(aa) is entitled, on written notice, to extend their period of unpaid parental leave or leave without pay taken in conjunction with parental leave by the period of time in which they were engaged in special temporary and/or casual employment; and

(bb) must give not less than four weeks notice in writing to their Employer of the new date they intend to return to work and so conclude their period of parental leave or leave without pay taken in conjunction with parental leave.

(iii) An employee who does not immediately resume their period of unpaid parental leave or leave without pay taken in conjunction with parental leave at the conclusion of a period of special temporary or casual employment cannot preserve the unused portion of leave for use at a later date.

(10) Return to Work on Conclusion of Parental Leave

(a) (i) An employee must confirm their intention to conclude their parental leave or leave without pay following parental leave and return to work by notice in writing to their Employer not less than four (4) weeks prior to the expiration of parental leave or leave without pay.

(ii) An employee who intends to return to work on a modified basis in accordance with clause 39(10)(d) must advise their Employer of this intention by notice in writing not less than four (4) weeks prior to the expiration of parental leave or leave without pay.

(b) An employee on return to work following the conclusion of parental leave or leave without pay following parental leave will be entitled to the same position or a position equivalent in pay, conditions and status and commensurate with the employee's skill and abilities as the substantive position held immediately prior to proceeding on parental leave.

(c) Where an employee was transferred to a safe job or proceeded on leave as provided for in clause 39(6)(c), the employee is entitled to return to the position occupied immediately prior to the transfer or the taking of the leave.

(d) Right to Return to Work on a Modified Basis

(i) An employee may return on a part time or job-share basis to the substantive position occupied prior to the commencement of leave or to a different position at the same classification level in accordance with the part time employment provisions of the relevant award and agreement.

(ii) An employee may return on a modified basis that involves the employee working on different days or at different times, or both; or on fewer days or for fewer hours or both, than the employee worked immediately before starting parental leave.

(e) Right to Revert

(i) An employee who has returned on a part time or modified basis in accordance with clause 39(10)(d) may subsequently request the Employer to permit the employee to resume working on the same basis as the employee worked immediately before starting parental leave or full time work at the same classification level.

(ii) The Employer is to agree to a request to revert made under clause 39(10)(e)(i) unless there are grounds to refuse the request relating to the adverse effect that agreeing to the request would have on the conduct of operations or business of the Employer and those grounds would satisfy a reasonable person.

(iii) The Employer is to give the employee written notice of the Employer's decision on a request to revert under clause 39(10)(e)(i). If the request is refused, the notice is to set out the reasons for the refusal.

(iv) The employee who believes their request to revert under clause 39(10)(e)(i) has been unreasonably refused may seek to enforce it as a minimum condition of employment and the onus will be on the Employer to demonstrate that the refusal was justified in the circumstances.

(11) Effect of Parental Leave and Partner Leave on the Contract of Employment

(a) An employee employed for a fixed term contract has the same entitlement to parental leave and partner leave, however, the period of leave granted cannot extend beyond the term of that contract.

(b) (i) Absence on unpaid parental leave or unpaid partner leave does not break the continuity of service of employees.

(ii) Where an employee takes a period of unpaid parental leave or unpaid partner leave exceeding 14 calendar days in one continuous period, the entire period of such leave is not taken into account in calculating the period of service for any purpose under any relevant award, agreement or industrial instrument. Periods of unpaid leave of 14 days or less count as service.

(c) An employee on parental leave or partner leave may terminate employment at any time during the period of leave by written notice in accordance with any relevant award, agreement, or industrial instrument.

(d) The Employer must not terminate the employment of an employee on the grounds of the employee's application for parental leave or partner leave or absence on parental leave or partner leave but otherwise the rights of the Employer in respect of termination of employment are not affected.

(12) Casual Employees

(a) To avoid doubt, an eligible casual employee has no entitlement to paid leave under this clause with the exception of the entitlement to paid leave as provided under subclause 39(6)(c).

(b) Nothing in this clause confers a change in the employment status of a casual employee.

(c) Service performed by an eligible casual employee for a public sector Employer counts as service for the purposes of determining 12 months continuous service as per clause 39(2)(b)(ii)(cc) where:

(i) the eligible casual employee has become a permanent or fixed term contract employee with the same Employer; and

(ii) the break between the period of eligible casual employment and permanent or fixed term contract employment is no more than three (3) months.

40. – SHORT LEAVE

(1) The Employer may, upon sufficient cause being shown, grant an employee short leave on full pay not exceeding three (3) working days in any one (1) calendar year, subject to the following provisions.

(2) Short leave can only be taken for matters:

(a) of a personal and pressing nature;

(b) which arise with little or no notice;

(c) which require immediate attention; and

(d) that cannot reasonably be conducted outside normal business hours.

(3) Notwithstanding subclause 40(2), the Employer may approve an application for matters of a personal and pressing nature, which require the attendance of the employee at a time outside the control of the employee.

(4) Short leave will not be approved for regular ongoing situations or for circumstances normally met by other forms of leave.

(5) Short leave may be taken in full days, or a period of less than one day.

(6) An employee can take more than one (1) day at any one time of short leave, subject to the discretion of the Employer.

(7) Notification of a request for short leave is to be made as soon as is practicable.

(8) An employee may be required by the Employer to provide an explanation of the reasons for taking short leave.

(9) Failure to notify the Employer as soon as is practicable will result in this leave being treated as absent without leave.

(10) Short leave entitlements do not accrue from year to year.

41. – SICK LEAVE

(1) Entitlement

(a) Permanent employees and fixed-term contract employees with a contract period greater than 12 months are credited with the following cumulative sick leave credits:

Date/Day of Crediting	Sick Leave Credits on Full Pay
On the day of initial appointment	6.25 days
On the completion of six (6) months continuous service	6.25 days
On the completion of (12) months continuous service	12.5 days
On the completion of each further period of (12) months continuous service	12.5 days

(b) Fixed term contract employees for a period less than 12 months are credited with the same entitlements on a pro rata basis for the period of the contract.

(c) For the purposes of clause 41, "Service" includes any period of approved paid leave, excluding any continuous period of sick leave without pay in excess of three (3) months.

(d) A part time employee is entitled to the same sick leave credits as a fulltime employee on a pro rata basis. Payment for sick leave is only made for those days that would normally have been worked had the employee not been on sick leave.

(e) Sick leave may be taken in full days, or a period of less than one day.

(f) Sick leave will not be debited for public holidays which the employee would have observed.

(g) The Employer cannot grant an employee sick leave with pay unless the employee has sick leave credits. Employees who have exhausted all of their sick leave entitlements and are ill or injured may apply for sick leave without pay.

(h) Employees are required to complete the necessary application for accessing sick leave, which will include the period in which the employee was unfit for duty and, subject to subclause 41(3), evidence to satisfy a reasonable person. The Employer shall not unreasonably withhold this approval.

(i) If the evidence provided by the employee does not meet the requirement to satisfy a reasonable person of the sick leave entitlement, the Employer may require the employee to provide the necessary written evidence, including the period that the employee is unfit for duty.

(j) If the employee fails to provide the required evidence, the Employer will not approve the leave and may cease the payment of sick leave if the employee is currently absent on paid sick leave.

(k) The provisions of this clause do not apply to casual employees.

(2) Variation of working hours

(a) When an Employees' ordinary working hours change during an anniversary year, sick leave credits are adjusted to reflect the pro rata proportion for that anniversary year.

(b) At the time that the ordinary working hours change, sick leave credits are adjusted to reflect the ordinary working hours up to that point in time as a proportion of the total working hours for the anniversary year.

(c) Sick leave is credited pro rata on a weekly basis from the time ordinary working hours change until the next anniversary date, such that the total hours credited for that anniversary year is on a pro rata basis according to the ordinary working roster for that period.

(3) Approval of Sick Leave

The Employer may approve an application for sick leave as follows:

(a) a period not exceeding two (2) consecutive working days does not need to be supported by evidence; but provided the amount of sick leave approved without the production of evidence does not exceed, in the aggregate, five (5) working days in any one credit year; or

(b) any day taken immediately preceding or immediately following a student vacation, provided it is accompanied by evidence even where the absence does not exceed two (2) consecutive working days; or

(c) any period of more than two (2) consecutive days that is supported by evidence; or

(d) where the nature of the illness consists of a dental condition and the period of absence does not exceed five (5) consecutive working days, by the certificate of a registered dentist.

(4) Doubt as to Reason for Absence

(a) Where the Employer has prima facie evidence that causes doubt as to the reason for absence, the Employer may arrange for a registered medical practitioner to examine the employee to establish and verify the reason for absence.

(b) (i) The appointment for the medical examination is to be made in consultation with the employee. The employee must attend such an examination. If the employee fails to attend the examination the Employer may suspend sick leave payments until substantiation for the reason of absence is provided to the Employer.

(ii) If the employee fails to attend any further referrals for a medical examination without reasonable cause, the Employer may refer this matter for disciplinary proceedings as a serious breach of discipline for failing to obey a lawful order.

(c) If the Employer is satisfied about the reason of absence, the fee and any associated expenses incurred in having to attend the examination is paid by the Employer.

(5) Access to future sick leave credits

(a) If an Employee has exhausted all accrued sick leave the Employer may allow the Employee who has at least 12 months' service to anticipate up to 5 days' sick leave from next year's credit. If the Employee ceases duty before accruing the leave, the value of the unearned portion must be refunded to the Employer, calculated at the rate of salary as at the date the leave was taken, but no refund is required in the event of the death of the Employee.

(6) Reconciliation

(a) At the completion of an anniversary year, where an Employee has taken sick leave in excess of their current entitlement the unearned leave must be debited at the commencement of the following anniversary year/s.

(b) The requirements of the *Minimum Conditions of Employment Act 1993* must be met at the commencement of the following anniversary year. The remaining portion of debited sick leave that exceeds the leave credited is to be debited at the commencement of the subsequent and where necessary following anniversary year/s.

(c) Where an employee ceases duty and has taken sick leave that exceeds the leave credited for that anniversary year, the Employee must refund the value of the unearned leave, calculated at the rate of salary as at the date the leave was taken. No refund is required in the event of the death of the Employee.

(7) Employee's Fitness for Work

(a) Where the Employer is concerned about an employee's health and wellbeing or medical fitness for work, to the extent that if allowed to attend or continue to work, the employee may put at risk the safety, health and welfare of themselves or others or may disrupt the normal work site operations:

(i) the employee may be directed by a notice in writing to be examined by a registered medical practitioner nominated by the Employer;

(ii) in this event the fee and any associated expenses incurred in having to attend the examination will be paid by the Employer;

(iii) an employee subject to a request under this clause to attend such an examination has the right to be provided with the information upon which the Employer's opinion has been formed, prior to attending such a medical examination;

(iv) The implementation of clause 41(4) involves the following steps:

(aa) in circumstances where the concerns are such that to leave the employee in the environment may be harmful or injurious to themselves or others the employee can be immediately directed to vacate the premises;

(bb) the concerns and basis for the request are discussed at a meeting with the employee by the employee's line manager and/or the Principal;

(cc) where the employee is aggrieved by the concerns or the basis on which the request has been made, notice in writing detailing the issues of concern, is to be provided within three (3) working days of the meeting to the line manager or Principal who will immediately inform the relevant Director Schools;

(dd) upon notice being provided, the Director Schools will, as a matter of urgency, meet with the employee and the line manager to discuss the concerns;

(ee) if the Director Schools is of the opinion that the concerns are sufficient to warrant the seeking of medical advice, the employee will be informed of this in writing within three (3) working days of the above meeting; and

(ff) if necessary, the Executive Director, Workforce will be advised by the Director Schools and will use the delegated authority of that Office to direct the employee to attend a medical examination. In this circumstance, the employee's non-attendance at the medical examination will constitute a serious breach of discipline that can be referred for disciplinary action.

(b) Where the employee is required to undergo a medical examination at the request of the Employer, and does so expeditiously, and is placed on sick leave prior to a determination of fitness and they are later determined to be fit for work the employee's sick leave credits will be reinstated.

(c) Written notice as to the medical appointment will be provided to the employee following the expiry of the notice period as provided in clause 41(4)(a)(iv)(bb) or following the conclusion of the review process as provided by clause 41(4).

(d) For the purposes of clause 41, a medical examination may be undertaken by a registered medical practitioner, including: General Practitioner, Occupational Physician, Psychologist or Psychiatrist.

(8) Ill Health Retirement

(a) General

Where the Employer is of the opinion an employee's sustained poor performance is directly attributed to the employee's ill health, or where the Employer has sufficient evidence to suggest that an employee's sustained poor health poses a significant risk to the welfare of themselves and/or other employees, the Employer may seek independent medical advice as to the employee's ability to continue in current employment.

(b) Medical Examination

Prior to, and in consideration of an employee being medically retired due to ill health, the affected employee will be required to undertake a medical examination. A medical examination will be arranged by the Employer with a registered medical practitioner nominated by the Employer. The fee and any associated expenses incurred in having to attend the examination will be paid by the Employer.

(c) Medical Evidence

(i) Where independent advice supports the employee's retirement on the grounds of ill health, the Employer will advise the employee in writing of that advice and of the Employer's intention to retire the employee.

(ii) Where the independent advice does not support the employee's retirement on the grounds of ill health, the Employer may on the medical evidence presented:

(aa) seek further independent advice;

(bb) offer alternative work options suitable to both the employee and the Employer; or

(cc) take other action appropriate to the circumstances.

(iii) A decision to retire on the grounds of ill health is to be made in writing and a copy of the independent medical advice is to be provided to the employee.

(iv) A decision to retire an employee on the grounds of ill health must be based on evidence that on balance indicates that the employee is not fit to perform the duties and responsibilities of the position for which they have been employed.

(d) Accrued and Pro Rata Entitlements

Where the employee is retired due to ill health all outstanding accrued and pro rata entitlements are calculated and paid to the employee in the usual manner.

(e) Medical Retirement and Workers' Compensation

An active or pending workers compensation claim will not be displaced where an employee is medically retired due to a work related illness or injury.

(f) Superannuation and CentreLink Benefits

(i) The Employer undertakes to provide written advice to the Government Employee's Superannuation Board (GESB) to support the employee where they are retired on the grounds of ill health to assist them to access GESB entitlements.

(ii) The Employer undertakes to provide written advice to CentreLink to support employees to assist them access to the disability pension where they are retired on the grounds of ill health from the Department.

(9) Reinstatement of Long Service Leave Credits due to Illness

If an employee is ill during long service leave and produces at that time, or as soon as practicable thereafter, evidence that as a result of illness the employee was confined to their place of residence or a hospital for a period of at least 14 consecutive calendar days, the Employer may grant sick leave for the period during which the employee was so confined and reinstate long service leave equivalent to the period of confinement.

(10) Leave Without Pay

An employee who is absent on leave without pay is not eligible for sick leave during the currency of that leave without pay.

(11) No Entitlement due to Misconduct

Sick leave with pay cannot be approved by the Employer if the illness is caused by the misconduct of the employee or in any case of absence from duty without sufficient cause.

(12) War Caused Illness – Special Leave Credits

(a) An employee who produces a certificate from the Department of Veterans' Affairs stating that the employee suffers from war caused illness may be granted special sick leave credits of 15 days per annum on full pay in respect of that war caused illness. These credits accumulate up to a maximum credit of 45 days, and are recorded separately to the employee's normal sick leave credit.

(b) Every application for sick leave for war caused illness must be supported by a certificate from a registered medical practitioner as to the nature of the illness.

(13) Sick Leave on Half Pay

In exceptional and compassionate circumstances the Employer may allow employees to expand their sick leave entitlement and be paid half pay for each day taken.

(14) Portability of Sick Leave Credits (Commonwealth and State Employment)

(a) For the purposes of this subclause:

"Commonwealth Employee" shall mean a person who is appointed as a teacher and whose appointment is continuous with employment in a Commonwealth instrumentality.

"Commonwealth Instrumentality" shall mean -

(i) any department of the Australian public service;

(ii) any body constituted under an Act of the Parliament of the Commonwealth; or

(iii) any body subject to the administration of a Minister of the Crown in the right of the Commonwealth; as

the Minister for Education declares by notice in the Government Gazette to be a Commonwealth instrumentality for the purposes of this subclause.

(b) A Commonwealth or State employee whose appointment as a teacher is continuous with employment by a Commonwealth or State instrumentality is entitled on appointment to be credited with a sick leave credit equivalent to any paid sick leave entitlement to which he/she was entitled under the sick leave conditions of the Commonwealth or State instrumentality on the date that his/her employment in the instrumentality ended.

(c) (i) For the purposes of this subclause the employment of a person in a Commonwealth or State instrumentality shall be regarded as continuous with his/her service as a teacher if the period commencing on the date he/she ceases employment in the instrumentality and ending on the date of appointment as a teacher does not exceed four (4) weeks or such longer period as the employer may determine.

(ii) Any longer period than four (4) weeks shall only be in special circumstances.

42. – STUDENT VACATION PERIODS AND ANNUAL LEAVE

(1) Subject to this Award, employees other than those provided for in Clause 18 – Director Schools, 19 – Education and School Development Officers and 21 – Swimming Instructors of this Award are entitled to payment of salaries and allowances during student vacation periods when not required to attend work.

(2) For employees, other than those identified in Clause 18. – Director Schools, Clause 19. – Education and School Development Officers and Clause 21. – Swimming Instructors, the summer student vacation period is deemed to include a period of four (4) weeks annual leave – annual leave is a minimum leave condition prescribed by the *Minimum Conditions of Employment Act 1993* – Division 3 of Part 4.

(3) Accrual of Student Vacation Leave

Full-time employees accrue an entitlement to their base salary for student vacation periods calculated as follows:

Number of days worked x (total number of student vacation days in a school year divided by the total number of working days in the school year).

Part-time employees must receive salary no less than their specified fraction, i.e. they are receiving no less than the same entitlements as a full time employee on a pro rata basis. If a part-timer's rostered hours are greater than the specified fraction in any contract of employment or agreed variation to hours forms their pay must be increased accordingly.

(4) Accrual of Annual Leave - Full and Part -time Employees

A full time employee is entitled to 20 days annual leave in respect of each calendar year of service accrued pro rata on a weekly basis.

(5) The provisions of this clause do not apply to casual employees.

43. – STUDY/EXAMINATION LEAVE

(1) The Employer may approve paid part-time study leave on the following basis:

(a) the time required by the employee does not interfere with normal school staffing and organisation;

(b) the employee is seeking to undertake further relevant studies; and

(c) the studies cannot be completed outside normal working hours.

(2) An employee may be granted examination leave with pay on the basis that if an examination is scheduled during a school day, a Teacher may be granted paid leave for the time taken for the examination, two (2) hours preceding it and one (1) hour after its completion provided that this time falls within working hours.

(3) Any additional time for study purposes must be without pay and subject to the Employer's approval.

(4) The Director General may grant an employee leave without pay to undertake full-time study, subject to a yearly review of satisfactory performance.

44. – WITNESS AND JURY SERVICE

(1) Witness

(a) An employee subpoenaed or called as a witness to give evidence in any proceeding must as soon as practicable notify the line manager who must notify the Employer.

(b) Where an employee is subpoenaed or called as a witness to give evidence in an official capacity that employee must be granted by the Employer leave of absence with pay, but only for such period as is required to enable the employee to carry out duties related to being a witness. If the employee is on any form of paid leave, the leave involved in being a witness will be reinstated, subject to satisfaction of the Employer. The employee is not entitled to retain any witness fee but must pay all fees received into Consolidated Revenue Fund. The receipt for such payment with a voucher showing the amount of fees received must be forwarded to the Employer.

(c) An employee subpoenaed or called as a witness to give evidence in an official capacity must, in the event of non-payment of the proper witness fees or travelling expenses as soon as practicable after the default, notify the Employer.

(d) An employee subpoenaed or called as a witness on behalf of the Crown, not in an official capacity must be granted leave with full pay entitlements. If the employee is on any form of paid leave, this cannot be reinstated as such witness service is deemed to be part of the employee's civic duty. The employee is not entitled to retain any witness fees but must pay all fees received into Consolidated Revenue Fund.

(e) An employee subpoenaed or called as a witness under any other circumstances other than specified in clause 44(1)(b) and (d) is granted leave of absence without pay except when the employee makes an application to clear accrued leave in accordance with this Award.

(2) Jury Service

(a) An employee required to serve on a jury must as soon as practicable after being summoned to serve, notify the Employer.

(b) An employee required to serve on a jury must be granted by the Employer leave of absence on full pay, but only for such period as is required to enable the employee to carry out duties as a juror.

(c) An employee granted leave of absence on full pay as prescribed in clause 44(2)(a) of this clause is not entitled to retain any juror's fees but must pay all fees received into Consolidated Revenue Fund. The receipt for such payment must be forwarded with a voucher showing the amount of juror's fees received to the Employer.

45. – WORKERS' COMPENSATION – EFFECT ON LEAVE

(1) Sick Leave Credits

Where an employee suffers a disease or injury within the meaning of section 5 of the Workers' Compensation and Injury Management Act 1981 which necessitates that employee being absent from duty, sick leave with pay is granted to the extent of sick leave credits. In accordance with section 80 (2) of the Workers' Compensation and Injury Management Act 1981 where the claim for workers' compensation is decided in favour of the employee, sick leave credit is to be reinstated and the period of absence is granted as sick leave without pay.

(2) Annual, Summer Student Vacation and Long Service Leave

Consistent with section 80 (1) of the *Workers' Compensation and Injury Management Act 1981* where an employee is absent on workers' compensation and in receipt of weekly payments during annual leave, the summer student vacation leave period or during any period of paid long service leave, the employee will receive their base salary and applicable allowances in accordance with clause 45(1) and clauses 38 and 42 of this Award for that period.

PART 11. –ASSOCIATED ALLOWANCES

46. – ACTING APPOINTMENTS FOR SALARY INCREMENTS

(1) This clause provides for the recognition of higher duties allowance in the 18 months prior to substantive appointment (commonly referred to as the 12 in 18 month principle), as follows:

(a) Where a employee has relevant acting service which aggregates less than 12 months, as at the date of promotion, on the completion of a further period of service which when added to the aggregate of the relevant acting service totals a period of 12 months, that employee may progress to the second or subsequent salary increment as the case may be.

(b) Where a employee has completed 12 months acting in 18 months at a particular increment point, the employee may be appointed to the next higher increment point at the date of promotion.

(c) Where a employee has only acted in a position classified higher than that to which the employee is being promoted, that acting may be aggregated using the principle outlined in clause 46(1)(b) above to allow the promotion to take effect at the equivalent incremental point in the level within the salary range applicable to the promotion.

47. – ALLOWANCES PAYABLE ON APPOINTMENT, PROMOTION OR TRANSFER

(1) An employee who is required to travel to take up a position in another locality will be reimbursed reasonable accommodation and meal expenses for the employee, partner and dependants during the course of travelling from one locality to another in accordance with the rates prescribed in Column A,

Items (4), (5), (6), (9) or (10) of Schedule C – Travelling, Transfer and Relieving Allowance of this Award as the case may require, provided that:

(a) Where the locality of the new position is situated at a radius of 50 kilometres or less from the locality where the employee was previously stationed, or usually resident in the case of an initial appointment, reimbursement of the abovementioned expenses, if any, is at the discretion of the Employer.

(b) Where a partner referred to in this clause is also an employee who was appointed, transferred or promoted to the same locality as the employee, such partner may not claim for reimbursement of expenses incurred on behalf of the partner and dependents and claimed by the employee.

(2) An employee who takes up a position in another locality where Government or private residential accommodation is unavailable and hotel or motel accommodation is utilised, will be paid an allowance in accordance with the rates prescribed in Column A, Items (4), (5) or (6) in Schedule C. – Travelling, Transfer and Relieving Allowance of this Award as the case may require up to a maximum period of 14 days after arrival at the new locality.

(3) When Government residential accommodation is unavailable in a locality and an employee is unable to obtain suitable alternative accommodation within the period of 14 days mentioned in clause 47(2), the Employer is to determine an appropriate rate of reimbursement for accommodation, meal expenses and incidental expenses, having regard for the cost of hotel or motel accommodation and normal reasonable living expenses for the employee and the employee's partner and dependants.

(4) An employee who takes up a position in a locality where Government residential accommodation is available is not entitled to reimbursement under clauses 47(2) and 47(3) of this clause except where entry or re-entry into such Government residential accommodation is delayed through circumstances beyond the employee's control. Such employee will, subject to the production of receipts, be reimbursed actual reasonable accommodation and meal expenses for the employee, partner and dependants less a deduction for normal living expenses prescribed in Items (15) and (16) of Schedule C. – Travelling, Transfer and Relieving Allowance of this Award.

(5) Where an employee's Government residential accommodation is not available at the date of appointment, transfer or promotion, the Employer will reimburse the employee for any cost of storage and insurance of the employee's furniture made reasonably necessary because of such delay.

(6) Payment of the allowances under this clause does not apply to employees transferred at their own expense in accordance with the provisions of *Part 5* of the *Public Sector Management Act 1994*, or to an employee who seeks a transfer after a period of service of less than two (2) years in a particular locality, unless payment of an allowance is approved by the Employer.

(7) Where it can be shown by the employee that the allowances payable under clauses 47(1), 47(2) and 47(3) are insufficient to meet the actual costs incurred by the employee, a higher rate of reimbursement appropriate to the circumstances as determined by the Employer applies.

(a) Claims under this clause must be submitted to the Employer within 12 months of the date the costs or expenses are incurred by the employee.

(b) Any dispute arising out of the rate of reimbursement fixed pursuant to clause 47(7) of this clause may be referred to the Commission.

48. – CAMPING ALLOWANCE

(1) For the purposes of this clause the following expressions mean:

"Camp of a permanent nature" means single room accommodation in skid mounted or mobile type units, caravans, or barrack type accommodation where the following are provided in the camp:

(a) Water is freely available;

(b) Ablutions including a toilet, shower or bath, and laundry facilities;

(c) Hot water system;

(d) A kitchen, including a stove and table and chairs, except in the case of a caravan equipped with its cooking and messing facilities;

(e) An electricity or power supply; and

(f) Beds and mattresses except in the case of caravans containing sleeping accommodation.

For the purpose of this definition, caravans located in caravan parks or other locations where the above are provided are deemed a camp of a permanent nature;

"House" means a house, duplex or cottage including transportable type accommodation, which is self contained and in which the facilities prescribed for "camp of a permanent nature" are provided;

"Other than a Permanent Camp" means a camp where any of the above are not provided.

(2) An employee who is stationed in a camp of a permanent nature, where facilities of a good standard are provided, will be paid the appropriate allowance prescribed by Item (1) or Item (2) of Schedule D – Camping Allowance for each day spent camping, provided that no such allowance is paid when an employee occupies a government house within or near the precincts.

(3) An employee who is stationed in a camp – other than a permanent camp – or is required to camp out, will be paid the appropriate allowance prescribed by Item (3) or Item (4) of Schedule D – Camping Allowance for each day spent camping.

(4) This clause is read in conjunction with Clause 47. – Allowances Payable on Appointment, Promotion or Transfer and Clause 56. – Relieving Allowance of this Award for the purpose of paying allowances.

(5) The camping allowance is not paid for any period in respect of which travelling, transfer or relieving allowances are paid.

(6) Where portions of a day are spent camping, the formula contained in Clause 59 – Travelling Allowance of this Award is used for calculating the portion of the allowance to be paid for the day.

(7) For the purposes of this clause, arrival at headquarters means the time of actual arrival at camp and departure from headquarters means the time of actual departure from camp or the time of ceasing duty in the field subsequent to breaking camp, whichever is the later.

(8) Whenever an employee provided with a caravan is obliged to park the caravan at a caravan park, the employee will be reimbursed the rental charges paid to the authority controlling the caravan park, in addition to the payment of camping allowance.

49. – COUNTRY INCENTIVES ALLOWANCE

(1) Employees appointed, promoted or transferred by the Employer to schools in Districts 2, 3, 4, 5 or 6 will be paid an allowance for each continuous year of service completed at the school beyond the minimum compulsory service period applicable to the appointment.

(2) This allowance is to be paid at the end of each additional year served for a maximum of four (4) years, with payment being calculated on the following basis:

Year Served Beyond Minimum Service Period	Percentage of Applicable Locality Allowance
1	42.5%

2	47.5%
3	52.5%
4	57.5%

The allowance is paid on a pro rata basis for actual additional service completed to employees who are transferred at the Employer's convenience part way through a school year.

(3) The allowance is paid on a pro rata basis for employees who are employed on a part time basis.

(4) If an employee applies for and gains transfer to another school, whether in the same town or district or not, the qualifying period of service will, for payment of this allowance, recommence from the time of commencement of duty at the new school.

(5) Where the Employer initiates a transfer within a town or district, service at the previous school is regarded as being continuous with the service at the new school and is included in the calculation of the country incentives allowance entitlement.

50. – DISTURBANCE ALLOWANCE

(1) (a) Where an employee is appointed, promoted or transferred and incurs expenses in the areas referred to in this clause as a result of that move then the employee will be granted a disturbance allowance and will be reimbursed by the Department the actual expenditure incurred upon production of receipts.

(b) Employees will be advised of this entitlement on appointment, promotion or transfer.

(2) The disturbance allowance includes:

(a) costs incurred for telephone installation at the employee's new residence are reimbursed; and

(b) costs incurred with the connection or reconnection of services to the employee's household including government accommodation for water, gas or electricity.

(3) Claims made under this clause must be made within 12 months of the appointment, promotion or transfer.

51. – EXCESS TRAVELLING ALLOWANCE

(1) An employee, who is appointed, promoted or transferred to a school outside the Metropolitan Schools District, and is unable to obtain suitable residential accommodation within 42 kilometres of the school, will be reimbursed for any travel to and from the school in excess of 42 kilometres each way undertaken in the employee's own motor vehicle in accordance with Clause 54 and Schedule F – Motor Vehicle Allowance of this Award.

(2) The Employer, where written grounds are provided by the employee, may put into place arrangements to address the particular extenuating circumstances surrounding suitable residential accommodation.

52. – HIGHER DUTIES ALLOWANCE

(1) An employee continuously employed for more than five (5) consecutive days acting in a position and required to perform the full duties and responsibilities that are higher than prescribed for the employee's substantive position is paid, subject to clause 52(2), for the full period of acting the salary to which the employee would be entitled if the employee held the position permanently.

(2) Subject to clause 52(3), an employee referred to in clause 52(1) above who is employed in an acting capacity:

(a) where an employee is required by the Department to undertake such higher duties before or after the appointment period the higher duties allowance will be paid.

(b) within two (2) weeks of the commencement of the school year and remains so employed for the remainder of the full school year, will be paid the higher salary from the date of taking up the position.

(c) within two (2) weeks of the commencement of the school year and for a lesser period than the remainder of the full school year, will be paid the higher salary for the total period, including any student vacations which may fall within that period.

(d) more than two (2) weeks after the commencement of the school year, will be paid the higher salary for the total period, including any student vacations which may fall within that period.

(e) in all instances above there is an entitlement to payment of higher salary over the summer student vacation period at a pro-rata rate.

(f) from term four (4) and continues into term one (1) of the following year, will continue to be paid higher duties over the summer student vacation period.

(3) An employee referred to in clause 52(1) will not be paid the higher salary for any period of absence, on long service leave or for sick leave, of more than two (2) weeks duration.

(4) Where the full duties of a higher position are performed by two (2) or more employees on an acting basis, each must be paid an allowance determined by the Employer.

(5) Subject to clause 52(6), an employee who is directed to act in a higher position but who is not required to carry out the full duties of the position and/or accept the full responsibilities, must be paid such proportion of the higher duties allowance as the duties and responsibilities performed by him/her bear to the full duties and responsibilities of the higher position.

(6) The employee must be informed, prior to the commencement of acting in the higher position, of the duties and responsibilities to be performed and the allowance to be paid.

53. – LOCALITY ALLOWANCE

(1) Employees employed in localities contained within Schedule E – Locality Allowance of this Award will be paid the locality allowance specified in that schedule, excepting that an employee who makes application on the prescribed form that they are supporting a dependant will be entitled to receive double the rate prescribed in Schedule E – Locality Allowance of this Award.

(2) Where both partners are employees, the total of the allowances payable to them will not exceed double the allowance rate for the locality in which they are employed.

(3) When an employee is on long service leave or other approved leave with pay (other than student vacations) that employee will only be paid the locality allowance for the period (if any) of the said leave their family or other dependants remain in the locality to which the allowance relates.

(4) (a) If an employee leaves the locality in which they are employed on duty and remains away for a continuous period of two (2) weeks or more and until that employee returns they will not be entitled to the locality allowance which ordinarily would have been payable. Where this occurs the employee will be advised.

(b) The employee may make application to have the locality allowance reinstated. The Employer will take into consideration the individual's circumstances in making a determination on reinstatement.

(5) An employee who is employed for a complete school year in a school in a locality in respect of which a locality allowance is payable will be paid the appropriate allowance for the full year in which so employed.

(6) An employee regularly employed on less than a full-time basis in a locality allowance area and who is entitled to an allowance in accordance with the provisions of this clause will be paid a pro-rata allowance equivalent to the fraction worked.

(7) Adjustment of rates

(a) For the purposes of this subclause:

(i) "***prescribed district allowance rate***" means the rate provided for in COLUMN II – STANDARD RATE – of Schedule D – District Allowance of the *Public Service Award 1992* (PSA), or its replacement, in accordance with the District in which a locality is named in Schedule E – Locality Allowance of this Award is situated; unless the relevant locality is named in COLUMN III – EXCEPTIONS TO STANDARD RATE TOWN OR PLACE – of Schedule D – District Allowance of the PSA, where the prescribed district allowance rate is provided in COLUMN IV of that Schedule;

(ii) "***District***" means a district defined in clause 43(2) of the PSA.

(b) A locality allowance rate in Schedule E – Locality Allowance of this Award shall remain unchanged until such time as the locality allowance rate is aligned with the prescribed district allowance rate in accordance with the following:

(i) Subject to subclause (b)(iii), where a locality allowance rate is greater than the prescribed district allowance rate, the locality allowance shall remain unchanged.

(ii) Where the prescribed district allowance rate is greater than the locality allowance payable in a locality, the locality allowance shall be adjusted to reflect the prescribed district allowance rate.

(iii) Any adjustments to the locality allowance rate shall be in accordance with movements in the prescribed district allowance rate. The locality allowance rate shall not fall below the locality allowance rate applicable at 16 December 2008 (89 WAIG 151).

(c) Any adjustments to locality allowance rates pursuant to subclause (b) shall be by way of an application to the Industrial Relations Commission to vary Schedule E – Locality allowance of this Award.

54. – MOTOR VEHICLE ALLOWANCE

(1) For the purposes of this clause the following expressions mean:

"A year" means 12 months commencing on the first day of July and ending on the thirtieth day of June next following;

"Metropolitan Area" means that area within a radius of 50 kilometres from the Perth City Railway Station;

"Southwest Land Division" means the southwest land division as defined by section 6 – schedule 1 of the *Land Administration Act 1997* excluding the area contained within the metropolitan area;

"Rest of the State" means that area South of 23.5º south latitude, excluding the metropolitan area and the South West land division.

"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

contained in 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;

"Qualifying Service" includes all service in positions where there is a requirement as a term of employment to supply and maintain a motor vehicle for use on official business but excludes all absences which effect the entitlements prescribed in Clause 58 – Student Vacation Travel Concessions of this Award.

(2) Allowance for Employees Required to Supply and Maintain a Vehicle as a Term of Employment

(a) An employee who is required to supply and maintain a motor vehicle for use when travelling on official business as a term of employment will be reimbursed in accordance with the appropriate rates set out in Part 1 of Schedule F – Motor Vehicle Allowance of this Award for journeys travelled on official business and approved by the Employer.

(b) For the purposes of this clause, school business includes: measuring bus routes, travelling between dispersed schools for the purpose of teaching when not part of the usual duties of the employee, transporting sick school children, collecting official mail and stock, school banking, school sports meetings, school camps, field trips, site visits and in-service training courses.

(c) An employee who is reimbursed under clause 54(2) will also be subject to the following conditions:

(i) an employee will be reimbursed with the appropriate rates set out in Part 1 of Schedule F. - Motor Vehicle Allowance of this Award for the distance travelled from the employee's residence to the place of duty and for the return distance travelled from place of duty to residence except on a day where the employee travels direct from residence to headquarters and return and is not required to use the vehicle on official business during the day;

(ii) where an employee in the course of a journey travels through two or more separate areas, reimbursement will be made at the appropriate rate applicable to each of the areas traversed as set out in Part 1 of Schedule F – Motor Vehicle Allowance of this Award;

(iii) where an employee does not travel in excess of 4,000 kilometres in a year an allowance calculated by multiplying the appropriate rate per kilometre by the difference between the actual distance travelled and 4,000 kilometres will be paid to the employee provided that where the employee has less than 12 months qualifying service in the year then the 4,000 kilometre distance will be reduced on a pro rata basis and the allowance calculated accordingly;

(iv) where a part time employee is eligible for a payment of an allowance under subparagraph (iii) of this clause such allowance is calculated on the proportion of total hours worked in that year by the employee to the annual standard hours had the employee been employed on a full time basis for the year;

(v) an employee who is required to supply and maintain a motor vehicle for use on official business is excused from this obligation in the event of their vehicle being stolen, consumed by fire, or suffering a major and unforeseen mechanical breakdown or accident, in which case all entitlement to reimbursement ceases while the employee is unable to provide the motor vehicle or a replacement; and

(vi) the Employer may elect to waive the requirement that an employee supply and maintain a motor vehicle for use on official business, but three (3) month's written notice of the intention to do so must be given to the employee concerned.

(3) Allowance for Employees Relieving Employees Subject to Clause 54(2)

(a) An employee not required to supply and maintain a motor vehicle as a term of employment who is required to relieve an employee required to supply and maintain a motor vehicle as a term of employment will be reimbursed all expenses incurred in accordance with the appropriate rates set out in Part 1 of Schedule F – Motor Vehicle Allowance of this Award for all journeys travelled on official business and approved by the Employer where the employee is required to use the vehicle on official business whilst carrying out the relief duties.

(b) For the purposes of clause 54(3)(a) an employee will be reimbursed all expenses incurred in accordance with the appropriate rates set out in Part 1 of Schedule F – Motor Vehicle Allowance of this Award for the distance travelled from the employee's residence to place of duty and the return distance travelled from place of duty to residence except on a day where the employee travels direct from residence to headquarters and return and is not required to use the vehicle on official business during the day.

(c) Where an employee in the course of a journey travels through two or more separate areas, reimbursement will be made at the appropriate rate applicable to each of the areas traversed as set out in Part 1 of Schedule F. – Motor Vehicle Allowance of this Award.

(d) For the purpose of this clause the allowance provided in clause 54(2)(c) (iii) and (iv) does not apply.

(4) Allowance for Other Employees Using Vehicle on Official Business

(a) An employee who is not required to supply and maintain a motor vehicle for use when travelling on official business as a term of employment, but when requested by the Employer voluntarily consents to use the vehicle for journeys travelled on official business approved by the Employer will be reimbursed all expenses incurred in accordance with the appropriate rates set out in Part 2 and Part 3 of Schedule F. – Motor Vehicle Allowance of this Award.

(b) For the purpose of clause 54(4)(a) an employee is not entitled to reimbursement for any expenses incurred in respect to the distance between the employee's residence and headquarters and the return distance from headquarters to the residence.

(c) Where an employee in the course of a journey travels through two (2) or more separate areas, reimbursement will be made at the appropriate rate applicable to each of the areas traversed as set out in Part 2 and Part 3 of Schedule F. – Motor Vehicle Allowance of this Award.

(5) Allowance for Towing Departmental Caravan or Trailer

In cases where employees are required to tow Departmental caravans on official business, the additional rate is 6.5 cents per kilometre. When Departmental trailers are towed on official business the additional rate is 3.5 cents per kilometre.

(6) An employee who is required to accompany school groups attending education and sporting functions when public transport is used will be reimbursed the cost of the fare incurred.

(7) Employees will be reimbursed all expenditure outlaid while using a Government vehicle on approved Departmental business.

55. – PROPERTY ALLOWANCE

(1) For the purposes of this clause:

"Prescribed Expenses" means:

(a) Legal fees paid to a solicitor or in lieu thereof fees charged by a settlement agent, for professional costs incurred in respect of the sale or purchase, the maximum fee to be claimed will be as set out in the non-contentious business cost determination made under section 210 of the *Legal Practice Act 2003*.

(b) Disbursements duly paid to a solicitor or a settlement agent necessarily incurred in respect of the sale or purchase of the residence.

(c) Real estate agent's commission in accordance with that fixed by the Real Estate and Business Agents' Supervisory Board, acting under section 61 of the *Real Estate and Business Agents' Act 1978*, duly paid to an agent for services rendered in the course of and incidental to the sale of the property, the maximum fee to be claimed is 50 per cent as set out under Items (1) or (2) – Sales by Private Treaty or Items (1) or (2) – Sales by Auction of the Maximum Remuneration Notice.

(d) Stamp Duty.

(e) Fees paid to the Registrar of Titles or to the employee performing duties of a like nature and for the same purpose in another State of the Commonwealth.

(f) Expenses relating to the execution or discharge of a first mortgage.

(g) The amount of expenses reasonably incurred by the employee in advertising the residence for sale.

(2) Subject to the exclusions expressed in this clause, when an employee is transferred or promoted from one locality to another, the employee is entitled to be paid a property allowance for reimbursement of prescribed expenses, as defined in clause 55(1) incurred:

(a) in the sale of a residence in the employee's former locality which, at the date on which the employee received notice of transfer to the new locality:

(i) the employee owned and occupied; or

(ii) the employee was purchasing under a contract of sale and occupying; or

(iii) the employee was constructing for personal occupation on a permanent basis on completion of construction;

and

(b) in the purchase of a residence or land for the purpose of erecting a residence thereon for personal occupation on a permanent basis in the new locality.

(3) An employee transferred at their own expense in accordance with the provisions of Part 5 of the *Public Sector Management Act 1994* and an employee who applies for and is granted a transfer after periods of service of less than two (2) years in a particular locality is not entitled to be paid a property allowance under this clause unless such payment is expressly approved by the Director General.

(4) An employee is not entitled to the payment of a property allowance in respect of a sale or purchase within the terms of clause 55(2) that is effected more than 12 months after the date on which the employee took up duty in the new locality or after the date on which the employee received notification of transfer back to the former locality, provided that the Employer may in exceptional circumstances grant an extension of time for such period as is deemed reasonable.

(5) An employee is not entitled to be paid a property allowance under clause 55(2)(b) unless that employee is entitled to be paid a property allowance under clause 55(2)(a) unless the employee can show that it is necessary to purchase a residence or land for the purpose of erecting a residence thereon in the new locality because of the transfer or promotion of the employee.

(6) For the purposes of this clause, it is immaterial that the relevant transaction is made or entered into:

(a) in the case of an employee with a partner solely, jointly or as a tenant in common with:

(i) the employee's partner; or

(ii) a dependent relative; or

(iii) the employee's partner and a dependent relative.

(b) in the case of any other employee solely or jointly or as a tenant in common with a dependent relative living with the employee.

(7) Where an employee sells or purchases a residence jointly or as a tenant in common with another person or other persons, not being a person referred to in the immediately preceding clause, such employee will be reimbursed only the proportion of the prescribed expenses for which the employee is responsible.

(8) An application by an employee for a property allowance must be accompanied by satisfactory evidence of the payment by the employee of the prescribed expenses.

(9) The Employer is only liable for prescribed expenses in clause 55(1) as applicable to the Perth Median Price for housing. This amount is to be annually adjusted as of 30 September each year.

56. – RELIEVING ALLOWANCE

(1) An employee who is required to take up duty away from headquarters on relief duty or to perform special duty, and necessarily resides temporarily away from the employee's usual place of residence will be reimbursed reasonable expenses on the following basis:

(a) Where the employee:

(i) is supplied with accommodation and meals free of charge; or

(ii) is accommodated at a government institution, hostel or similar establishment and supplied with meals,

reimbursement will be in accordance with the rates prescribed in Column A, Items (1), (2) or (3) of Schedule C. – Travelling, Transfer and Relieving Allowance of this Award.

(2) Where employees are fully responsible for their own accommodation, meals and incidental expenses and hotel or motel accommodation is utilised:

(a) For the first 42 days after arrival at the new locality, reimbursement will be in accordance with the rates prescribed in Column A, Items (4) to (8) of Schedule C. – Travelling, Transfer and Relieving Allowance of this Award.

(b) For periods in excess of 42 days after arrival in the new locality, reimbursement will be in accordance with the rates prescribed in Column B, Items (4) to (8) of Schedule C. – Travelling, Transfer and Relieving Allowance of this Award for employees with dependents or Column C, Items (4) to (8) of Schedule C. – Travelling, Transfer and Relieving Allowance of this Award for other employees - provided that the period of reimbursement under this clause can not exceed 49 days without the approval of the Employer.

(3) Where employees are fully responsible for their own accommodation, meals and incidental expenses and other than hotel or motel accommodation is utilised, reimbursement will be in accordance with the rates prescribed in Column A, Items (9), (10) or (11) of Schedule C. – Travelling, Transfer and Relieving Allowance of this Award.

(4) If an employee whose normal duties do not involve camp accommodation is required to relieve or perform special duty resulting in a stay at a camp, the employee will be paid in accordance with the appropriate rates prescribed in Clause 48 and Schedule D. – Camping Allowance of this Award for the duration of the period spent in camp and, in addition, will be paid a lump sum of $157.00 to cover

incidental personal expenses - provided that an employee cannot receive more than one lump sum of $157.00 in any one period of three (3) years.

(5) Reimbursement of expenses will not be suspended should an employee become ill whilst on relief duty, provided leave for the period of such illness is approved in accordance with the provisions of this Award and the employee continues to incur accommodation, meal and incidental expenses.

(6) When an employee who is required to relieve or perform special duties, in accordance with clause 56(1) is authorised by the Employer to travel to the new locality in the employee's own motor vehicle, reimbursement for the return journey is as follows:

(a) Where the employee will be required to maintain a motor vehicle for the performance of the relieving or special duties, reimbursement is in accordance with the appropriate rate prescribed by clause 54(2) of this Award.

(b) Where the employee will not be required to maintain a motor vehicle for the performance of the relieving or special duties, reimbursement is on the basis of one half (½) of the appropriate rate prescribed by clause 54(2) of this Award - provided that the maximum amount of reimbursement cannot exceed the cost of the fare by public conveyance which otherwise would be utilised for such return journey.

(7) Where it can be shown by the production of receipts or other evidence that an allowance payable under this clause would be insufficient to meet reasonable additional costs incurred, an appropriate rate of reimbursement will be determined by the Employer.

(8) The provisions of Clause 59. – Travelling Allowance of this Award does not operate concurrently with this clause to permit an employee to be paid allowances in respect of both travelling and relieving expenses for the same period - provided that, where an employee is required to travel on official business which involves an overnight stay away from the employee's fixed-term contract headquarters, the Employer may extend the periods specified in clause 56(2) by the time spent in travelling.

(9) An employee who is directed to relieve another employee or to perform special duties away from the employee's usual headquarters and is not required to reside temporarily away from their usual place of residence will, if the employee is not in receipt of a higher duties or special allowance for such work, be reimbursed the amount of additional fares paid by the employee travelling by public transport to and from the place of fixed-term contract duty.

57. – REMOVAL ALLOWANCE

(1) An employee who is relocated in the ordinary course of appointment, promotion or transfer or on account of illness due to causes over which the employee has no control will be reimbursed:

(a) the actual reasonable cost of conveyance of the employee, the employee's partner and dependants;

(b) the actual reasonable cost of the packing and the conveyance of the employee's furniture, effects and appliances including insurance of such property whilst in transit;

(c) an allowance of $525.00 for accelerated depreciation and extra wear and tear on furniture, appliances and effects.

Payment of this allowance to employees will be made on every appointment, promotion or transfer, provided that the Employer is satisfied that the value of household furniture, effects and appliances moved by the employee is at least $3,143.00.

(d) Reimbursement of reasonable expenses in kennelling and transporting of domestic pet or pets up to a maximum amount of $157.00.

Pets are defined as dogs, cats, birds or other domestic animals kept by the employee or the employee's dependants for the purpose of household enjoyment.
Pets do not include domesticated livestock, native animals or equine animals.

(e) Where in the circumstances it is reasonable to do so, the furniture, effects and appliances of the employee may be transported on two (2) separate dates not more than six (6) months apart.

(2) An employee located outside the Metropolitan Schools District who resigns after serving not less than two (2) years in the locality is entitled to reimbursement of costs incurred in moving to the Metropolitan Schools District as provided in clause 57(1)(a) and (b) and to the allowance for accelerated depreciation prescribed in clause 57(1)(c). Where an employee has served for one (1) year in the locality and the employee's resignation takes effect at the end of the school year, such employee is entitled to reimbursement of costs in moving to the Metropolitan Schools District as prescribed in clause 57(1)(a) and (b). Otherwise an employee who resigns is not be entitled to any benefits under this clause unless the Employer so determines.

(3) (a) An employee will be reimbursed the full freight charges necessarily incurred in respect of the removal of the employee's vehicle. If authorised by the Employer to travel to the new locality in the employee's own motor vehicle, the employee is, for all purposes, deemed to be in the course of their employment and will be reimbursed for the distance necessarily travelled outside the Metropolitan Schools District at the following rates.

(i) Within District 1 at the rate of 0.5 of the appropriate rate of hire prescribed by Clause 54 – Motor Vehicle Allowance of this Award.

(ii) Within District 2 at the rate of 0.625 of the appropriate rate of hire so prescribed.

(iii) Within Districts 3 – 6 inclusive at the appropriate rate of hire so prescribed.

(b) Subject to clause 57(3)(a) the employee is also entitled, where the Employer has authorised, to reimbursement as follows:

(i) Where an employee or their dependants have more than one vehicle, and all the vehicles are to be relocated to the new residence, the cost of transporting or driving up to two vehicles is deemed to be part of the removal costs.

(ii) Where only one vehicle is to be relocated to the new residence, the employee may choose to transport a trailer, boat or caravan in lieu of the second vehicle. The employee may be required to show evidence of ownership of the trailer, boat or caravan to be transported.

(4) The rates prescribed in clause 57(3) are paid subject to the following conditions:

(a) the journey is by the shortest practical route;

(b) the reimbursement does not exceed the cost of the airfare for the employee, partner and dependants; and

(c) the reimbursement does not exceed the cost of the employee's airfare when the employee's family travels by other means.

(5) Receipts must be produced for all sums paid.

(6) The Employer may, in lieu of the cost of conveyance, authorise payment of an amount to compensate for loss in any case where an employee with prior approval disposes of the employee's furniture, appliances and effects instead of removing them to the employee's new headquarters, provided that such payment must not exceed the sum which would have been paid if such furniture, appliances and effects had been removed by the cheapest form of transport available.

(7) Where an employee is transferred or promoted and the accommodation provided is furnished and, as a consequence, it is reasonably necessary for the employee to store all or part of the furniture owned by the employee, the actual cost of such storage and insurance as approved and authorised by the Employer will be reimbursed.

(8) Where an employee of single status is transferred or appointed to a locality and such status is subsequently changed, the employee will be reimbursed for reasonable freight charges for any reasonable additional furniture movement required by the employee.

(9) All employees appointed, promoted or transferred to localities north of 30 degrees latitude must have included in the air ticket both to and from the locality:

(a) an allowance for 25 kilograms excess baggage. An excess baggage allowance of 16 kilograms is to be provided for children under three (3) years of age who are not fare paying passengers.

(b) in addition, employees appointed, promoted or transferred to isolated schools specified in Schedule C. – Travelling, Transfer and Relieving Allowance of this Award are granted an additional five (5) kilograms excess baggage allowance.

(10) Where a partner referred to in this clause is also an employee who is appointed, promoted or transferred to the same locality as the employee, a partner may not claim allowances for reimbursement of expenses incurred on behalf of the partner and dependants and claimed for by the employee.

(11) Payment of the allowances under this clause does not apply to employees transferred at their own expense in accordance with the provisions of Part 5 of the *Public Sector Management Act 1994*, or to employees who seek transfers after periods of service of less than two (2) years in a particular locality unless payment of an allowance is approved by the Employer.

(12) Claims under this clause must be made within 12 months of the appointment, promotion or transfer.

58. – STUDENT VACATION TRAVEL CONCESSIONS

(1) Subject to clause 58(2), employees employed in Districts 3, 4, 5 and 6 are entitled to the concessions specified in Schedule G. – Student Vacation Travel Concessions of this Award once per year when proceeding to either Perth or Geraldton in the Summer Student Vacation Period.

(2) Employees who have served a full school year or an equivalent period in the district may defer taking the concession until the following Term 1, Term 2 or Term 3 student vacation period.

(3) An employee may elect to travel elsewhere than to a centre referred to in clause 58(1) and, in that event, will be paid the cost of that travel up to an amount not exceeding the value of benefits to which the employee is entitled under that clause.

(4) Employees employed in District 2 will be paid fares by road and/or rail to Perth for the employee, dependent partner and dependants once every two (2) years. An employee who elects to travel by road in the employee's own vehicle will be paid at 0.625 of the appropriate rate prescribed by Clause 54. – Motor Vehicle Allowance of this Award.

(5) The mode of travel used by employees under this clause is subject to the approval of the Employer.

(6) When an employee and the family of the employee travel together by rail, first class rail fare is allowed for the employee, the employee's dependent partner and dependants.

(7) An employee who is eligible for a travel concession in accordance with clause 58(1) and who travels by private motor vehicle will be paid the full rates in accordance with the appropriate rate prescribed Clause 54 and Part 2 of Schedule F. - Motor Vehicle Allowance of this Award provided that the amount of payment must not exceed the cost:

(a) of a return air fare by public air services of an employee when travelling alone or the return air fares of the employee, employee's dependent partner and dependants when travelling together; and

(b) where air travel is inappropriate, of a return first class rail fare of an employee when travelling alone or the return first class rail fares of the employee, employee's dependent partner and dependants when travelling together.

(8) Where an employee, subject to clause 58(4) of this clause, travels by private motor vehicle and through no fault of the employee is prevented by natural disaster, such as flood or cyclone, from returning to the locality in which the employee is employed after the student vacation, the employee will be paid any reasonable costs incurred in transporting the employee, the family of the employee and the motor vehicle to that locality by alternative means approved by the Employer.

59. – TRAVELLING ALLOWANCE

(1) An employee who travels on official business will be reimbursed reasonable expenses in accordance with the provisions contained in this clause provided that such travelling is authorised by an employee approved by the Employer.

(2) When a trip necessitates an overnight stay away from headquarters and the employee:

(a) is supplied with accommodation and meals free of charge; or

(b) attends a course, conference, etc, where the fee paid includes accommodation and meals; or

(c) travels by rail and is provided with a sleeping berth and meals; or

(d) is accommodated at a Government institution, hostel or similar establishment and is supplied with meals, reimbursement is in accordance with the rates prescribed in Column A, Items (1), (2) or (3) of Schedule C. – Travelling, Transfer and Relieving Allowance of this Award.

(3) When a trip necessitates an overnight stay away from headquarters and the employee is fully responsible for their own accommodation, meals and incidental expenses:

(a) where hotel or motel accommodation is utilised reimbursement is in accordance with the rates prescribed in Column A, Items (4) to (8) of Schedule C. – Travelling, Transfer and Relieving Allowance of this Award; and

(b) where other than hotel or motel accommodation is utilised reimbursement is in accordance with the rates prescribed in Column A, Items (9), (10) or (11) of Schedule C. – Travelling, Transfer and Relieving Allowance of this Award.

(4) When a trip necessitates an overnight stay away from headquarters and accommodation only is provided at no charge to the employee, reimbursement will be made in accordance with the rates prescribed in Column A, Items 1, 2 or 3 and Items 12, 13 or 14 of Schedule C. – Travelling, Transfer and Relieving Allowance of this Award, subject to the employee's certification that each meal claimed was actually purchased.

(5) To calculate reimbursement under clauses 59(2) and 59(3) for a part of a day, the following formula will apply:

(a) If departure from headquarters is:

before 8.00am – 100% of the daily rate.

8.00am or later but prior to 1.00pm – 90% of the daily rate.

1.00pm or later but prior to 6.00pm – 75% of the daily rate.

6.00pm or later – 50% of the daily rate.

(b) If arrival back at headquarters is:

8.00am or later but prior to 1.00pm – 10% of the daily rate.

1.00pm or later but prior to 6.00pm – 25% of the daily rate.

6.00pm or later but prior to 11.00pm – 50% of the daily rate.

11.00pm or later – 100% of the daily rate.

(6) When an employee travels to a place outside a radius of 50 km measured from the employee's headquarters and the trip does not involve an overnight stay away from headquarters, reimbursement for all meals claimed will be at the rates set out in Column A, Items (12) or (13) of Schedule C. – Travelling, Transfer and Relieving Allowance of this Award subject to the employee's certification that each meal claimed was actually purchased - provided that when an employee departs from headquarters before 8.00 am and does not arrive back at headquarters until after 11.00 pm on the same day the employee will be paid at the appropriate rate prescribed in Column A, Items (4) to (8) of Schedule C. – Travelling, Transfer and Relieving Allowance of this Award.

(7) When it can be shown to the satisfaction of the Employer by the production of receipts that reimbursements in accordance with Schedule C. – Travelling, Transfer and Relieving Allowance of this Award does not cover an employee's reasonable expenses for a whole trip, the employee will be reimbursed the excess expenditure.

(8) In addition to the rates contained in Schedule C. – Travelling, Transfer and Relieving Allowance of this Award an employee will be reimbursed reasonable incidental expenses such as train, bus and taxi fares, official telephone calls, laundry and dry cleaning expenses on production of receipts.

(9) If, on account of lack of suitable transport facilities, an employee necessarily engages reasonable accommodation for the night prior to commencing travelling on early morning transport the employee will be reimbursed the actual cost of such accommodation.

(10) Reimbursement of expenses will not be suspended should an employee become ill whilst travelling, provided leave for the period of such illness is approved in accordance with provisions of Clause 41. – Sick Leave of this Award and the employee continues to incur accommodation, meal and incidental expenses.

(11) Reimbursement claims for travelling in excess of 14 days in one (1) month can not be passed for payment by a certifying employee unless the Director General has endorsed the account.

(12) An employee who is relieving at or temporarily transferred to any place within a radius of 50 kilometres measured from the employee's headquarters will not be reimbursed the cost of midday meals purchased, but an employee travelling on duty within that area which requires absence from the employee's headquarters over the usual midday meal period will be paid at the rate prescribed by Item 17 of Schedule C. – Travelling, Transfer and Relieving Allowance of this Award, for each meal necessarily purchased, provided that:

(a) such travelling is not a normal feature in the performance of the employee's duties; and

(b) such travelling is not within the suburb in which the employee resides; and

(c) the employee's total reimbursement under this clause for any one (1) pay period can not exceed the amount prescribed by Item 18 of Schedule C of this Award.

PART 12 . – CONSULTATION AND DISPUTE RESOLUTION

60. – NOTIFICATION OF CHANGE

(1) Where the Employer has made a definite decision to introduce major changes that are likely to have a significant effect on employees' conditions of employment, the Employer must notify the employees who may be affected by the proposed changes and the relevant Union/s.

(2) Where the employee is eligible to be a member of the SSTUWA and the PFWA, both Unions must be notified.

(3) For the purpose of this clause, "Significant Effects" includes: termination of employment, major changes in the composition; operation or size of the Employer's work force or in the skills required; elimination or diminution of the job opportunities; promotion opportunities or job tenure; the need for retraining or transfer of employees to other work or locations and restructuring of jobs.

(4) The Employer must discuss with the employees affected and the relevant Union/s, inter alia, the introduction of the changes referred to in clause 60(1) of this clause; the effects the changes are likely to have on employees; measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or the relevant Union/s in relation to the changes.

(5) The discussion must commence as early as practicable after a firm decision has been made by the Employer to make the changes referred to in clause 60(1), unless by prior arrangement, the relevant Union/s is/are represented in formulating recommendations for change to be considered by the Employer.

(6) For the purposes of such discussion the Employer is to provide to the employees concerned and the relevant Union/s 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 the Employer is not required to disclose confidential information, the disclosure of which would be inimical to the Employer's interests.

61. – UNION FACILITIES FOR UNION REPRESENTATIVES

(1) The Employer recognises the rights of the SSTUWA and PFWA to organise and represent its members.

(2) The Employer will recognise SSTUWA representatives and the members of the PFWA Council as the representatives of the PFWA and will allow them to carry out their roles and functions.

(3) SSTUWA representatives in the Department have a legitimate role and function in assisting the SSTUWA in the tasks of recruitment, organising, communication and representing members' interests in the workplace, Department and SSTUWA branch.

(4) The Employer recognises that, under the SSTUWA's rules, SSTUWA representatives are members of a branch representing members within a SSTUWA electorate. A SSTUWA branch may cover more than one workplace.

(5) The SSTUWA will advise the Employer in writing of the names of the SSTUWA representatives in the Department.

(6) The Employer must recognise the authorisation of each the STTUWA and PFWA representatives in the Department and must provide them with the following.

(a) Paid time off from normal duties to perform their functions as a Union representative such as organising, recruiting, individual grievance handling, collective bargaining, involvement in the branch and to attend Union business in accordance with this clause and the Department's Industrial Relations Advice 6 of 2009. The Department will consult with the Unions regarding any proposed changes to this Industrial Relations Advice.

(b) Access to facilities required for the purpose of carrying out their duties. Facilities may include but not be limited to, the use of filing cabinets, meeting rooms, telephones, fax, email, internet, photocopiers and stationery. Such access to facilities must not unreasonably affect the operation of the organisation and is in accordance with normal Departmental protocols.

(c) A noticeboard for the display of Union materials including broadcast email facilities.

(d) Paid access to periods of leave for the purpose of attending Union training courses in accordance with Clause 62. – Leave to Attend Union Business of the Award. Country representatives will be provided with appropriate travel time.

(e) Notification of the commencement of new employees, and as part of their induction, time to discuss the benefits of Union membership with them.

(f) Access to awards, agreements, policies and procedures.

(g) The names of any Equal Employment Opportunity and Occupational Health, Safety and Welfare representatives.

(7) The Employer recognises that it is paramount that Union representatives in the workplace are not threatened or disadvantaged in any way as a result of their role as a Union representative.

62. – LEAVE TO ATTEND UNION BUSINESS

(1) The Employer must grant paid leave at the ordinary rate of pay during normal working hours to an employee:

(a) who is required to attend or give evidence before any Industrial Tribunal;

(b) who as a Union-nominated representative is required to attend any negotiations and/or proceedings before an Industrial Tribunal and/or meetings with Ministers of the Crown, their staff or any other representative of Government;

(c) when prior arrangement has been made between the relevant Union and the Employer, for the employee to attend official Union meetings preliminary to negotiations and/or Industrial Tribunal proceedings; and

(d) who as a Union-nominated representative is required to attend joint Union/management consultative committees or working parties.

(2) The granting of leave is subject to convenience and must only be approved:

(a) where reasonable notice is given for the application for leave;

(b) for the minimum period necessary to enable the Union business to be conducted or evidence to be given; and

(c) for those employees whose attendance is essential.

(3) The Employer is not liable for any expenses associated with an employee attending to Union business.

(4) Leave of absence granted under this clause must include any necessary travelling time in normal working hours.

(5) An employee is not entitled to paid leave to attend to Union business other than as prescribed by this clause.

(a) An employee who successfully gains employment with either Union will be granted leave without pay for the duration of any such appointment up to a period of four (4) years. Further leave without pay beyond this period is at the discretion of the Employer.

(b) An employee who is elected to the role of President, Senior Vice President or General Secretary of either Union will be granted leave without pay for the duration of that term.

(c) Arrangements prescribed in clause 62(5)(a) and (b) are subject to written notification of the relevant Union.

(6) The Employer is not liable for any expenses incurred by the employee attending to Union business.

(7) Clause 62 does not apply to:

(a) special arrangements made with the Union which provide for unpaid leave for employees to conduct Union business;

(b) when an employee is absent from work without the approval of the Employer; and

(c) casual employees.

63. – TRADE UNION TRAINING LEAVE

(1) Subject to Departmental convenience and the provisions of this clause.

(a) The Employer is to grant paid leave of absence to employees who are nominated by the relevant Union to attend short courses relevant to the public sector or the role of Union workplace representative, conducted or approved by the SSTUWA or PFWA.

(b) The Employer is to grant paid leave of absence to attend similar courses or seminars as from time to time approved by agreement between the Employer and the Union.

(c) The granting of leave is subject to the operation of the school or college not being unduly affected and to the convenience of the Employer.

(2) An employee is to be granted up to a maximum of five (5) days paid leave per calendar year for trade Union training or similar courses or seminars as approved. However, leave of absence in excess of five (5) days and up to ten (10) days may be granted in any one calendar year provided that the total leave being granted in that year and in the subsequent year does not exceed ten (10) days.

(3) (a) Leave of absence is granted at the ordinary rate of pay.

(b) Where a Public Holiday or student vacation falls during the duration of a course, a day off in lieu of that day will not be granted.

(c) Part-time employees receive the same entitlement as full-time employees, but payment is only made for those hours that would normally have been worked but for the leave.

(4) (a) Any application by an employee must be submitted to the Employer for approval at least four (4) weeks before the commencement of the course unless the Employer agrees otherwise.

(b) All applications for leave must be accompanied by a statement from the Union indicating that the employee has been nominated for the course. The application must provide details as to the subject, commencement date, length of course, venue and the authority conducting the course.

(5) A qualifying period of 12 months service must be served before an employee is eligible to attend courses or seminars of more than half-day duration. The Employer may, where special circumstances exist, approve an application to attend a course or seminar where an employee has less than 12 months service.

(6) (a) The Employer is not liable for any expenses associated with an employee's attendance at trade Union training courses.

(b) Leave of absence granted under this clause must include any necessary travelling time in normal working hours immediately before or after the course.

64. – RIGHT OF ENTRY AND INSPECTION BY AUTHORISED REPRESENTATIVES

The Parties shall act consistently with the terms of the Division 2G – Right of Entry and Inspection by Authorised Representatives – of the *Industrial Relations Act 1979*.

An authorised representative shall, on notification to the Employer, have the right to enter the Employer's premises during working hours, including meal breaks, for the purpose of discussing with relevant employees who wish to participate in those discussions, the legitimate business of the Union or for the purpose of investigating complaints concerning the application of this Award, but shall in no way unduly interfere with the work of employees.

65. – KEEPING OF AND ACCESS TO EMPLOYMENT RECORDS

(1) The Employer must ensure the keeping of employment records and access to employment records of employees is in accordance with the *Industrial Relations Act 1979* Part 11– Division 2F– Keeping of and Access to Employment Records.

(2) If the Employer maintains a personal or other file on an employee subject to the Employer's convenience, the employee is entitled to examine all material maintained on that file.

66. – DISPUTE SETTLEMENT PROCEDURE

(1) Any questions, difficulties or disputes arising under this Award of employees bound by the Award shall be dealt with in accordance with this clause.

(2) The employee/s and the manager with whom the dispute has arisen shall discuss the matter and attempt to find a satisfactory solution, within three (3) working days.

(3) If the dispute cannot be resolved at this level, the matter shall be referred to and be discussed with the relevant manager's superior and an attempt made to find a satisfactory solution, within a further three (3) working days.

(4) If the dispute is still not resolved, it may be referred by the officer/s or Union representative to the Employer or their nominee.

(5) Where the dispute cannot be resolved within five (5) working days of the Union representative's referral of the dispute to the Employer or their nominee, either party may refer the matter to the Western Australian Industrial Relation Commission.

(6) The period for resolving a dispute may be extended by agreement between the Parties.

(7) At all stages of the procedure the employee may be accompanied by an Union representative.

(8) Subject to clause 66 (9), where the dispute affects only a member of one of the Unions, the other Union will not be involved in the procedure.

(9) Where a dispute has the potential to affect members, or persons eligible to be members of both Unions, both Unions will be involved in the procedure.

PART 13. – SCHEDULES

SCHEDULE A – PARTIES

Name	Address
Employer Respondent	
Department of Education	151 Royal Street EAST PERTH WA 6004
Union Respondents	
State School Teachers Union of W.A. (Incorporated)	1 West Street WEST PERTH WA 6005
Principals' Federation of Western Australia	PO Box 3496 SUCCESS WA 6964

SCHEDULE B – SALARIES

PART 1 – WAGES ADJUSTED BY ARBRITRATED SAFETY NET ADJUSTMENTS

TABLE I – TEACHERS AND SCHOOL ADMINISTRATORS			
	Minimum Salary $ Per Annum	Safety Net Adjustment $ per annum	Total Salary $ per annum
Level 1			
1.1	21317	20659	41976
1.2	22446	20755	43201
1.3	23764	21110	44874
1.4	24807	21224	46031
1.5	26439	21287	47726
1.6	28020	21461	49481
1.7	30085	21804	51889
1.8	31460	21955	53415
1.9	33700	22200	55900
Level 2			
2.1	34748	22198	56946
2.2	36204	22357	58561
2.3	38950	22660	61610
Teachers			
Lecturers (Senior Colleges)			
Level 3			
3.1	41782	22970	64752
3.2	43406	23147	66553
3.3	45245	23350	68595

Principal of Primary School (< 100 students)
Principal of Education Support School (< 40 students)
Principal of Agricultural School/College (< 40 students)
Deputy Principal District High School (Secondary)
Deputy Principal District High School (Primary) (< 200 students)
Deputy Principal of Primary School
Programme Co-ordinator (Primary) - Distance Education
Head of Department - Secondary Schools (previously known as Senior Teacher)
Programme Co-ordinator - (previously limited tenure Senior Teacher positions)
Senior Lecturer - Senior College
Deputy Principal Education Support School (>40 students)

	Minimum Salary $ Per Annum	Safety Net Adjustment $ per annum	Total Salary $ per annum
Level 4			
4.1	47262	23571	70833
4.2	48524	23709	72233
4.3	49786	23848	73634

Principal of Agricultural School (40 to 80 students)
Principal of Primary School (100 to 300 students)
Principal of Education Support School (40 to 80 students)

Deputy Principal High and Senior High Schools (provided that Deputy Principals of High and Senior High Schools with an enrolment of > 600 students may progress to the minimum of Level 5)
Deputy Principal District High School (Primary)(> 200 primary students)
Deputy Principal - Distance Education
Head of School - Senior College

	Minimum Salary $ Per Annum	Safety Net Adjustment $ per annum	Total Salary $ per annum
Level 5			
5.1	51589	24045	75634
5.2	53318	24236	77554
5.3	55052	24425	79477

Principal of Primary School (301 to 700 students)
Principal of District High School (150 to 450 students)
Principal of Agricultural College (> 80 students)
Principal of Education Support School (> 80 students)
Vice Principal - Distance Education
Deputy Principal - Senior College

	Minimum Salary $ Per Annum	Safety Net Adjustment $ per annum	Total Salary $ per annum
Level 6			
6.1	57946	24743	82689
6.2	59680	24934	84614
6.3	61409	25122	86531

Principal High and Senior High School
Principal of Primary School (> 700 students)
Principal - Distance Education Centre
Principal of Senior College

TABLE II – EDUCATION OFFICERS			
	Minimum Salary $ Per Annum	Safety Net Adjustment $ per annum	Total Salary $ per annum
Level 1			
Education Officer	31651	21975	53626
School Support Officer	33462	22174	55636
	35269	22257	57526
	37080	22454	59534
	38887	22652	61539
	40695	22851	63546
	42035	22999	65034
Level 2			
Education Officer	43379	23145	66524
	45003	23324	68327
	46841	23525	70366
Level 3			

Senior Education Officer	48859	23747	72606
Consultant	50120	23885	74005
	51383	24023	75406

ABLE III – SCHOOL DEVELOPMENT OFFICERS

The following salary scale shall be paid to employees employed as School Development Officers:

	Minimum Salary $ Per Annum	Safety Net Adjustment $ per annum	Total Salary $ per annum
Level 1			
1.1	30599	21860	52459
1.2	32411	22059	54470
1.3	34218	22140	56358
1.4	36029	22338	58367
1.5	37832	22537	60369
1.6	39640	22735	62375
1.7	40984	22882	63866

TABLE IV – COUNSELLING ASSISTANTS

	Minimum Salary $ Per Annum	Safety Net Adjustment $ per annum	Total Salary $ per annum
Level	21830	20703	42533
	23150	20816	43966
	24446	21184	45630
	25756	21213	46969
	27297	21383	48680
	28883	21671	50554
	30513	21850	52363
	32151	22029	54180
	33563	22185	55748
	34969	22222	57191
	36395	22379	58774

ABLE V – GUIDANCE OFFICERS

The following salary scale shall be paid to employees employed as Guidance Officers:

	Minimum Salary $ Per Annum	Safety Net Adjustment $ per annum	Total Salary $ per annum
Guidance Officer, Grade II	24031	21139	45170
	25360	21285	46645
	26666	21313	47979
	27969	21455	49424
	29575	21748	51323
	31207	21927	53134
	32846	22106	54952
	34482	22169	56651
	35898	22324	58222
	37317	22479	59796
	38742	22637	61379
Guidance Officer, Grade I	38863	22650	61513

	39577	22728	62305
	40295	22807	63102
	41009	22885	63894
	41728	22963	64691

ABLE VI – SCHOOL PSYCHOLOGISTS

The following salary scale shall be paid to employees employed as School Psychologists:

	Minimum Salary $ Per Annum	Safety Net Adjustment $ per annum	Total Salary $ per annum
Level 1			
School Psychologist (Provisional)	29087	21694	50781
School Psychologist	30896	21892	52788
	32707	22091	54798
	34514	22172	56686
	36321	22371	58692
Level 2			
School Psychologist	38128	22570	60698
	39939	22767	62706
	41564	22946	64510
	43191	23125	66316
Level 3			
Senior School Psychologist	45790	23409	69199
	46829	23524	70353
	47870	23638	71508
Level 4			
Principal School Psychologist	49315	23797	73112
	50339	23909	74248
	51383	24023	75406

(1) School Psychologists, Level 1 shall progress to School Psychologist, Level 2 on having met the following:

(a) Full registration status with the Psychologists Board of Western Australia; and

(b) Having served twelve months on the maximum of School Psychologist, Level 1.

(2) An employee on Table I wishing to transfer to the School Psychology Service shall transfer to the closest salary higher, plus one increment, to the maximum of Level 2 of Table VI. An employee who transfers to a salary in Level 2, Table VI shall be deemed to be Level 1, Table VI for all purposes other than salary.

PART 2 – EXPIRED INDUSTRIAL AGREEMENT WAGES

The wage rates contained in this part have been incorporated from the School Education Act Employees' (Teachers and Administrators) General Agreement 2006 (AG 63 of 2006), are applicable to some employees covered by this award, and are not to be subject to arbitrated safety net adjustments.

Education Officers

Salaries for Education Officers shall be paid in accordance with the following table:

Level	Salary – effective February 2008 (not to be subject to ASNAs)
1.1	$56,445
1.2	$59,632
1.3	$62,812
1.4	$65,999
1.5	$69,180
1.6	$72,362
1.7	$74,723
2.1	$77,087
2.2	$79,928
2.3	$83,121
3.1	$86,625
3.2	$88,815
3.3	$91,008

School Development Officers

Salaries for School Development Officers shall be paid in accordance with the following table:

Level	Salary – effective February 2008 (not to be subject to ASNAs)
1.1	$54,593
1.2	$57,781
1.3	$60,963
1.4	$64,150
1.5	$67,324
1.6	$70,505
1.7	$72,869

Directors Schools, District Directors and Area Directors

Salaries for Directors shall be paid in accordance with the following tables:

Level	Salary – effective February 2008 (not to be subject to ASNAs)
Year 1*	
Year 2	$117,778
Year 3	$122,293
Year 4	$125,117
Area Directors	
Year 1	$99,503
Year 2	$103,266
Year 3	$107,959

*Collapsed into current year 2 rates from 1 January 2007

Teachers

Salaries for Teachers shall be paid in accordance with the following table:

Level	Salary – effective February 2008 (not to be subject to ASNAs)
LEVEL 1.1	$37,009
LEVEL 1.2	$38,932
LEVEL 1.3	$41,177
LEVEL 1.4	$42,953
LEVEL 1.5	$45,733
LEVEL 1.6	$48,425
LEVEL 1.7	$52,837
LEVEL 1.8	$58,097
LEVEL 2.1	$60,330
LEVEL 2.2	$62,811
LEVEL 2.3	$67,038
LEVEL 2.4	$69,132
Senior Teacher 1	$70,868
Senior Teacher 2	$72,844
Level 3.1 Classroom Teacher	$76,132
Level 3.2 Classroom Teacher	$77,744

Casual Classroom Teachers

Casual classroom teachers shall be paid in accordance with the following rates, expressed as a daily rate:

Level	Daily Rate – effective February 2008 (not to be subject to ASNAs)
LEVEL 1.1	$140.00
LEVEL 1.2	$147.29
LEVEL 1.3	$155.76
LEVEL 1.4	$162.50
LEVEL 1.5	$173.01
LEVEL 1.6	$183.19
LEVEL 1.7	$199.93
LEVEL 1.8	$219.78
LEVEL 2.1	$228.25
LEVEL 2.2	$237.63
LEVEL 2.3	$253.60
LEVEL 2.4	$265.04
LEVEL 3.1	$291.88
LEVEL 3.2	$298.06

Administrators

School Administrators salaries shall be paid in accordance with the following table:

Level	Salary – effective February 2008 (not to be subject to ASNAs)
3.1	$77,744
3.2	$80,708
3.3	$84,053
3.4	$85,209
4.1	$87,718
4.2	$90,012
4.3	$92,307
4.4	$93,464
5.1	$95,583
5.1A*	$96,703
5.2	$98,727
5.3	$101,880
5.4	$103,036
6.1	$107,140
6.2	$110,594
6.3	$113,437
6.4	$114,593

School Psychologists

Salaries for School Psychologists shall be paid in accordance with the following table:

Level	Salary – effective February 2008 (not to be subject to ASNAs)
1.1	$51,932
1.2	$55,115
1.3	$58,302
1.4	$61,484
1.5	$64,664
2.1	$67,845
2.2	$71,032
2.3	$73,891
2.4	$76,756
Senior School Psychologist 1	$81,294
Senior School Psychologist 2	$83,098

Part Time Specially Organised Class (PTSOC) Teachers

PTSOC Teachers shall be paid in accordance with the following table, which is inclusive of the casual loading:

PTSOC Teachers	Hourly rate – effective February 2008 (not to be subject to ASNAs)
Instructor	$32.62
Pianist - Accompanist	$22.33

Internal Relief

An employee who is directed to undertake internal relief work during the minimum time set aside for release from face-to-face teaching will be paid at:

Level	Hourly rate – effective February 2008 (not to be subject to ASNAs)
	$32.43

Notwithstanding the rate specified above, employees at the following levels will be paid internal relief at:

Level	Hourly rate – effective February 2008 (not to be subject to ASNAs)
1.8	$34.70
2.1	$35.78
2.2	$37.26
2.3	$41.25
2.4	$43.86

Senior Colleges – Canning And Tuart Colleges

Casual employees at the Canning and Tuart Senior Colleges are to be paid in accordance with the following rate, inclusive of the 20% loading.

	Hourly rate – effective February 2008 (not to be subject to ASNAs)
Hourly Rate	$48.93

Swimming Instructors

The minimum in term lesson rate and vacation swimming hourly rate of wage payable to employees covered by this Part shall be as outlined below inclusive of casual loading:

Classification	Hourly rate – effective February 2008 (not to be subject to ASNAs)
Level 1 Instructor (In-term)	$19.61
Level 1 Instructor(Vacation)	$21.39
Level 2 Instructor (In-term)	$20.25
Level 2 Instructor (Vacation)	$22.10
Level 3 Instructor (In-term)	$21.30
Level 3 Instructor (Vacation)	$23.26
Swimming Supervisor (In-term) 1 - 5 Staff	$23.50
Swimming Supervisor (Vacation)1 - 5 Staff	$25.65
Swimming Supervisor (In-term) 6 - 10 Staff	$26.52
Swimming Supervisor (Vacation) 6 – 10 Staff	$28.93
Swimming Supervisor (In-term) 11+ Staff	$28.80
Swimming Supervisor (Vacation) 11+ Staff	$31.43

SCHEDULE C – TRAVELLING, TRANSFER AND RELIEVING ALLOWANCE

Item	Particulars	COLUMN A	COLUMN B	COLUMN C
		Daily rate	Daily rate employees with dependants relieving allowance for period in excess of 42 days.	Daily rate employees without dependants relieving allowance for period in excess of 42 days.

ALLOWANCE TO MEET INCIDENTAL EXPENSES

		$	$	$
(1)	WA - South of 26° South Latitude	12.80		
(2)	WA - North of 26° South Latitude	18.30		
(3)	Interstate	18.30		

ACCOMMODATION INVOLVING AN OVERNIGHT STAY IN A HOTEL OR MOTEL

		$	$	$
(4)	WA - Metropolitan Hotel or Motel	239.50	119.75	79.85
(5)	Locality South of 26° South Latitude	183.80	91.90	61.25
(6)	Locality North of 26° South Latitude			
	Broome	392.80	196.40	130.95
	Carnarvon	224.50	112.25	74.85
	Dampier	323.80	161.90	107.95
	Derby	258.80	129.40	86.25
	Exmouth	279.30	139.65	93.10
	Fitzroy Crossing	346.80	173.40	115.60
	Gascoyne Junction	156.30	78.15	52.10
	Halls Creek	245.30	122.65	81.75
	Karratha	500.80	250.40	166.95
	Kununurra	291.80	145.90	97.25
	Marble Bar	224.80	112.40	74.95
	Newman	268.55	134.25	89.50
	Nullagine	198.30	99.15	66.10
	Onslow	240.75	120.40	80.25
	Pannawonica	185.95	92.95	62.00
	Paraburdoo	236.70	118.35	78.90
	Port Hedland	319.50	159.75	106.50
	Roebourne	138.70	69.35	46.25
	Sandfire	163.30	81.65	54.45
	Shark Bay	184.30	92.15	61.45
	Tom Price	261.25	130.60	87.10
	Turkey Creek	197.80	98.90	65.95
	Wickham	415.80	207.90	138.60
	Wyndham	231.30	115.65	77.10
(7)	Interstate - Capital City			
	Sydney	269.50	134.75	89.80
	Melbourne	256.80	128.40	85.60
	Other Capitals	230.50	115.25	76.75
(8)	Interstate - Other than Capital City	183.80	91.90	61.25

ACCOMMODATION INVOLVING AN OVERNIGHT STAY AT OTHER THAN A HOTEL OR MOTEL

		$

(9)	WA - South of 26º South Latitude	83.90
(10)	WA - North of 26º South Latitude	111.00
(11)	Interstate	111.00

TRAVEL NOT INVOLVING AN OVERNIGHT STAY OR TRAVEL INVOLVING AN OVERNIGHT STAY WHERE ACCOMMODATION ONLY IS PROVIDED

		$
(12)	WA - South of 26º South Latitude:	
	Breakfast	15.50
	Lunch	18.70
	Dinner	40.10
(13)	WA - North of 26º South Latitude	
	Breakfast	18.10
	Lunch	30.60
	Dinner	44.00
(14)	Interstate	
	Breakfast	18.10
	Lunch	30.60
	Dinner	44.00

DEDUCTION FOR NORMAL LIVING EXPENSES

		$
(15)	Each Adult	24.95
(16)	Each Child	4.30

MIDDAY MEAL

		$
(17)	Rate per meal	6.05
(18)	Maximum reimbursement per pay period	30.25

SCHEDULE D – CAMPING ALLOWANCE

South of 26º South Latitude

Item			Rate per day ($)
1.	Permanent Camp	Cook provided by the Department	36.30
2.	Permanent Camp	No cook provided by the Department	48.35
3.	Other Camping	Cook provided by the Department	60.45
4.	Other Camping	No cook provided	72.55

North of 26 º South Latitude

Item			Rate per day ($)
1.	Permanent Camp	Cook provided by the Department	49.80
2.	Permanent Camp	No cook provided by the Department	61.90
3.	Other Camping	Cook provided by the Department	74.00
4.	Other Camping	No cook provided	86.05

SCHEDULE E – LOCALITY ALLOWANCE

District 1	$
Badgingarra	461
Ballidu	166
Beacon	743
Bencubbin	166
Binnu	383
Borden	383
Buntine	166
Cadoux	166
Carnamah	166
Cervantes	461
Coorow	166
Dalwallinu	166
Eneabba	420
Gairdner River	461
Hyden	420
Jerramungup	383
Jurien	461
Kalannie	166
Latham	166
Leeman	461
Mingenew	166
Morawa	166
Mt Many Peaks	420
Mullewa	166
Narembeen	166
Ongerup	381
Perenjori	166
Pingrup	383
South Stirling	418
Three Springs	166
Tincurrin	383
Wellstead	642
Wubin	166
Yuna	383

District 2	$
Bremer Bay	1140
Cascade	1012
Condingup	1140
Coolgardie	890
Esperance	1091
Fitzgerald	1012
Grass Patch	1012
Hopetoun	1012
Jerdacuttup	1140
Kalgoorlie	432
Kambalda	827
Lake King	1012
Mt. Hampton	1140
Marvel Loch	1154
Moorine Rock	1085
Mukinbudin	827
Munglinup	1012
Newdegate	827
Norseman	1091
Ravensthorpe	1091
Salmon Gums	1091
Scaddan	1012
Southern Cross	827
Varley	1012
Westonia	919
Wialki	1319

District 3	$
Cue	2010
Kalbarri	1508
Laverton	2010
Leinster	2059
Leonora	2010
Meekatharra	1829
Menzies	1500
Mt. Magnet	2010
Mt. Margaret	2145
Sandstone	2293
Useless Loop	2085
Wiluna	2281
Yalgoo	2010

District 4	$
Blackstone	3869
Burringurrah (Mt James)	2866
Carnarvon	1723
Gascoyne Junction	2725
Irruntja (Wingellina)	3869
Manta Maru (Jameson)	4355
Rawlinna	2644
Shark Bay	2085
Tjirrkarli (Warburton West)	3980
Tjukurla	3980
Warakurna (Giles)	3869
Warburton	4912
Warnarn	4356
Yintarri (Coonana)	2351

District 5	$
Bayulu (Gogo)	4589
Broome	3469
Camballin	4544
Cherrabun	4381
Dampier	3469
Exmouth	3469
Derby	3469
Fitzroy	4888
Goldsworthy	3469
Halls Creek	4888
Hedland	3976
Jigalong	3469
Karratha	4273
Kiwirrkurra (Pollock Hills)	4031
La Grange	4031
Marble Bar	4544
Mt. Cooke	4356
Muludja (Fossil Downs)	4589
Newman	3469
Nullagine	4888
Onslow	3469
Pannawonica	4537
Paraburdoo	3469
Roebourne	3469
Shay Gap	3469
Telfer	4355
Tom Price	3469
Wangkatjunga (Christmas Creek)	4381
Wickham	3469
Yandeyarra	4132

District 6	$
Cygnet Bay	4437
Duwul (Doon Doon)	4437
Glen Hill	4437
Kalumburu	4645
Koolan Island	4437
Kununurra	4437
One Arm Point	4437
Oombulgurri	4507
Wananami (Mt Barnett)	4798
Wyndham	4437
Christmas Island	4437
Cocos Island	4437

SCHEDULE F – MOTOR VEHICLE ALLOWANCE

PART 1 - MOTOR CAR

Employees who are required to supply and maintain a vehicle as a term of employment.

AREA AND DETAILS	ENGINE DISPLACEMENT (IN CUBIC CENTIMETRES)		
RATE PER KILOMETRE	OVER 2600cc	OVER 1600cc - 2600cc	1600 cc and UNDER
Metropolitan Area			
First 4000 kilometres	185.5	127.4	102.2
Over 4000 up to 8000 kms	80.7	58.8	48.9
Over 8000 up to 16000 kms	45.8	35.9	31.5
Over 16000 kms	50.6	38.1	32.4
South West Land Division			
First 4000 kilometres	187.4	128.6	106.4
Over 4000 up to 8000 kms	82.2	59.6	49.7
Over 8000 up to 16000 kms	47.1	36.6	32.2
Over 16000 kms	51.9	38.7	33.0
North of 23.5º South Latitude			
First 4000 kilometres	203.9	139.4	118.9
Over 4000 up to 8000 kms	89.1	64.3	53.5
Over 8000 up to 16000 kms	50.8	39.3	34.4
Over 16000 kms	53.9	40.4	34.5
Rest of the State			
First 4000 kilometres	194.7	134.8	109.2
Over 4000 up to 8000 kms	85.2	61.6	51.1
Over 8000 up to 16000 kms	48.7	37.7	33.1
Over 16000 kms	52.7	39.4	33.6

PART 2 - MOTOR CAR

Employees who are not required to supply and maintain a vehicle as a term of employment, but when requested by the Employer voluntarily consents to use their vehicle for journeys travelled on official business.

AREA AND DETAILS	ENGINE DISPLACEMENT (IN CUBIC CENTIMETRES)		
RATE PER KILOMETRE	OVER 2600cc	OVER 1600cc	1600 cc AND UNDER
Metropolitan Area	89.5	64.5	53.2
South West Land Division	91.0	65.4	54.0
North of 23.5º South Latitude	98.6	70.6	58.3
Rest of the State	94.3	67.5	55.6

PART 3 - MOTOR CYCLE

Employees who are not required to supply and maintain a vehicle as a term of employment, but when requested by the Employer voluntarily consents to use their vehicle for journeys travelled on official business.

DISTANCE TRAVELLED DURING A YEAR ON OFFICIAL BUSINESS	RATE CENTS PER KILOMETRE
Rate per kilometre	31.0

SCHEDULE G – STUDENT VACATION TRAVEL CONCESSIONS

Mode Of Travel To Be Allowed		Concessions
(a)	Air - employee and family travelling together	Free Passes for the employee and dependants.
(b)	Sea - employee and family travelling together	Free passes for the employee and dependants.
		Full rates for use of private motor vehicle in accordance with clause 58(7) of this Award.
(c)	Road – employees travelling together	Full rates for use of private motor vehicle in accordance with clause 58(7) of this Award.
		Full rates for use of private motor vehicle in accordance with clause 58(7) of this Award. Free passes for the employee's dependent partner and dependants.
(d)	Air – employee travelling by air and remainder of family by sea	Free passes in each case for the employee, the employee's dependent partner and dependants.

V A R I A T I O N R E C O R D

TEACHERS (PUBLIC SECTOR PRIMARY & SECONDARY EDUCATION) AWARD 1993 NO. TA 1 OF 1992				
Varied & Consolidated by Order No.134/2008 on 16/12/2008 (89 WAIG 151) (Past variations see old variation record below)				
CLAUSE NO.	**EXTENT OF VARIATION**	**ORDER NO.**	**OPERATIVE DATE**	**GAZETTE REFERENCE**
1. Title				
1B. Minimum Adult Award Wage				
	Cl.	115/07	01/07/08	88 WAIG 773 &1525
	Cl.	1/09	01/10/09	89 WAIG 735 & 1958
	Cl.	2/10	01/07/10	90 WAIG 568 & 1340
	Cl	2/11	01/07/11	91 WAIG 1008 & 1737
	Cl	2/12	01/07/12	92 WAIG 1486
	Cl.	1/13	01/07/13	93 WAIG 1155
	Cl.	1/14	01/07/14	94 WAIG 1369
	Cl.	1/15	01/07/15	95 WAIG 1335
	Cl.	1/16	01/07/16	96 WAIG 1187
	Cl.	1/17	01/07/17	97 WAIG 1251
	Cl.	1/18	01/07/18	98 WAIG 263 & 974
	Cl	1/19	01/07/19	99 WAIG 509 & 1301
2. Arrangement				
	Cl.	80/17	25/06/18	98 WAIG 424
3. Area of Operation and Scope				
	Cl.	80/17	25/06/18	98 WAIG 424
4. Term of Award				

5. Definitions				
	Cl.	80/17	25/06/18	98 WAIG 424
	Corr Ord. Cl.3 amend 'text'.	80/17	25/06/18	98 WAIG 431
	Amend definitions of "Casual Employee" and "Dependant"	22/20	29/06/20	2020 WAIRC 00350
6. General Employment				
7. Permanency and Tenure				
	Cl.	80/17	25/06/18	98 WAIG 424
8. Probation				
9. Part-Time Employment				
10. Casual Employment				
11. Termination of Employment				
12. Teachers – Duties, Responsibilities and Attendance Hours				
13. Teachers – Face to Face Teaching				
	Cl.	22/20	29/06/20	2020 WAIRC 00350
	Correct (2)(b)	22/20	29/06/20	2020 WAIRC 00354
14. Teachers – Duties Other Than Teaching (Dott) Time				

	Cl.	22/20	29/06/20	2020 WAIRC 00350
	Correct (1)(b)	22/20	29/06/20	2020 WAIRC 00354
15. Teacher Career/Classification Structure				
16. School Administrators – Duties and Responsibilities				
17. Commencement of School Year				
18. Directors Schools				
19. Education and School Development Officers				
20. School Psychologists				
21. Swimming Instructors				
22. Salaries				
23. Payment of Salaries				
24. Recovery of Overpayments				
25. Salary Packaging				

26. Annual Increments				
27. Annualisation of Summer Vacation Loading				
	Cl.	80/17	25/06/18	98 WAIG 424
28. Public Holidays				
29. Bereavement Leave				
30. Candidates for Parliament				
31. Carer's Leave				
	Cl.	80/17	25/06/18	98 WAIG 424
	Cl.	22/20	29/06/20	2020 WAIRC 00350
32. Cultural Ceremonial Leave				
33. Defence Force Reserve Leave				
34. Emergency Services Leave				
35. International Sporting Events Leave				
36. Leave Without Pay				
37. Local Government Leave				

38. Long Service Leave				
	Cl.	80/17	25/06/18	98 WAIG 424
	Cl.	22/20	29/06/20	2020 WAIRC 00350
39. Parental Leave				
	(2)(b) & 5(c)	22/20	29/06/20	2020 WAIRC 00350
40. Short Leave				
	Cl.	22/20	29/06/20	2020 WAIRC 00350
41. Sick Leave				
	(2)(b) & (4)(iv)(aa)	80/17	25/06/18	98 WAIG 424
	Cl.	22/20	29/06/20	2020 WAIRC 00350
42. Student Vacation Periods and Annual Leave				
43. Study/Examination Leave				
44. Witness and Jury Service				
45. Workers' Compensation - Effect on Leave				
46. Acting Appointments for Salary Increments				
47. Allowances Payable on Appointment, Promotion or Transfer				
48. Camping Allowance				

49. Country Incentives Allowance				
50. Disturbance Allowance				
51. Excess Travelling Allowance				
52. Higher Duties Allowance				
53. Locality Allowance				
	(7)	8/14	5/12/14	95 WAIG 542
54. Motor Vehicle Allowance				
55. Property Allowance				
56. Relieving Allowance				
57. Removal Allowance				
58. Student Vacation Travel Concessions				
59. Travelling Allowance				

60. Notification of Change				
	Cl	80/17	25/06/18	98 WAIG 424
61. Union Facilities for Union Representatives				
	Cl	80/17	25/06/18	98 WAIG 424
62. Leave to Attend Union Business				
	(1)(c) & (5)	80/17	25/06/18	98 WAIG 424
63. Trade Union Training Leave				
	(1)(a)	80/17	25/06/18	98 WAIG 424
64. Right of Entry and Inspection by Authorised Representatives				
65. Keeping of and Access to Employment Records				
66. Dispute Settlement Procedure				
	Ins (8) & (9)	80/17	25/06/18	98 WAIG 424
Schedule A - Parties				
	Note: Appl 80 of 2017 at 97 WAIG 1868 joined the "Principles Federation of WA" as a party to the award.			
	Sch.	80/17	25/06/18	98 WAIG 424
Schedule B - Salaries				
	Sch.	115/07	01/07/08	88 WAIG 773 &1525
	Sch.	1/09	01/10/09	89 WAIG 735 & 1958
	Sch.	2/10	01/07/10	90 WAIG 568 & 1340
	Sch.	2/11	01/07/11	91 WAIG 1008 & 1737
	Sch.	2/12	01/07/12	92 WAIG 1486

	Cl.	1/13	01/07/13	93 WAIG 1155
	Cl.	1/14	01/07/14	94 WAIG 1369
	Cl.	1/15	01/07/15	95 WAIG 1335
	Cl.	1/16	01/07/16	96 WAIG 1187
	Cl.	1/17	01/07/17	97 WAIG 1251
	Cl.	1/18	01/07/18	98 WAIG 263 & 974
	Cl	1/19	01/07/19	99 WAIG 509 & 1301
Schedule C – Travelling, Transfer and Relieving Allowance				
Schedule D - Camping Allowance				
Schedule E – Locality Allowance				
	Sch.	8/14	5/12/14	95 WAIG 542
Schedule F - Motor Vehicle Allowance				
Schedule G – Student Vacation Travel Concessions				
INTERPRETATIONS				
	Various Allowances	7/17	6/09/18/	98 WAIG 1116

TEACHERS (PUBLIC SECTOR PRIMARY AND SECONDARY EDUCATION) AWARD 1993

NO. TA 1 OF 1992

Delivered 25/02/93 at 73 WAIG 895 Consolidated at				
CLAUSE NO.	**EXTENT OF VARIATION**	**ORDER NO.**	**OPERATIVE DATE**	**GAZETTE REFERENCE**
1. Title				
(1A. State Wage Principles)				
	Cl. & Title	1457/93	24/12/93	74 WAIG 198
(1A. State Wage Principles December 1993)				
	Cl. & Title	985/94	30/12/94	75 WAIG 23
(1A. Statement of Principles December 1994)				
	Cl. & Title	1164/95	21/03/96	76 WAIG 911
1A. Statement of Principles March 1996				
(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
	(2),(3), & (5) 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 & 2648
	(9)	1197/03	1/11/03	83 WAIG 3537
	Cl.	570/04	4/06/04	84 WAIG 1521
	Cl.	576/05	7/07/05	85 WAIG 2083, 2879
	Cl.	957/05	7/07/06	86 WAIG 1631 & 2395
	Cl.	1/07	01/07/07	87 WAIG 1487 & 2326
2. Arrangement				
	Cl.	T3/93	29/03/93	73 WAIG 1372
	Cl.	T4/93	27/10/93	73 WAIG 3362
	1A. Title	1457/93	24/12/93	74 WAIG 198
	1A. Title	985/94	30/12/94	75 WAIG 23
	1A. Title	1164/95	21/03/96	76 WAIG 911
	Ins. Appendix - Resolution...	693/96	16/07/96	76 WAIG 2768
	Ins. Appendix - S.49B...	694/96	16/07/96	76 WAIG 2789
	1A. Title	915/96	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
	38. Title	2053(2)/97	22/11/97	77 WAIG 3171

	1A	757/98	12/06/98	78 WAIG 2579
	Del. 1A	609/99	06/07/99	79 WAIG 1843
3. Area of Operation				
4. Scope				
5. Term of Award				
5A. Exclusion From Term				
6. Definitions				
7. Contract of Service				
	Cl.	T4/93	27/10/93	73 WAIG 3362
PART I - SALARIES AND ADDITIONAL PAYMENTS				
8. Salaries				
	Ins. (13)	T4/93	27/10/93	73 WAIG 3362
	Ins (14)	T 12/94	01/01/95	74 WAIG 3161
9. Annual Increments				

10. Payment of Salaries				
11. Summer Vacation Loading				
12. Higher Duties				
	Ins. Cl.	T3/93	29/03/93	73 WAIG 1372
PART II - ALLOWANCES				
(12. Allowances Payable on Appointment, Promotion or Transfer)				
	Renum. Cl.	T3/93	29/03/93	73 WAIG 1372
13. Allowances Payable on Appointment, Promotion or Transfer				
(13. Camping Allowance)				
	Renum. Cl.	T3/93	29/03/93	73 WAIG 1372
14. Camping Allowance				
	(4)(a) & (c) Text	T3/93	29/03/93	73 WAIG 1372
(14. Disturbance Allowance)				
	Renum. Cl.	T3/93	29/03/93	73 WAIG 1372
15. Disturbance Allowance				
(15. Excess Travelling Allowance)				
	Text (1)(b)(c) & (2)	TA/1/92 corr.	25/02/93	73 WAIG 1097

	Renum. Cl.	T3/93	29/03/93	73 WAIG 1372
16. Excess Travelling Allowance				
	(1)(c) Text, (2) Text.	T3/93	29/03/93	73 WAIG 1372
(16. Isolated Schools Allowance)				
	Renum. Cl.	T3/93	29/03/93	73 WAIG 1372
17. Isolated Schools Allowance				
(17. Locality Allowance)				
	Renum. Cl.	T3/93	29/03/93	73 WAIG 1372
18. Locality Allowance				
	(1)(8) & (9)	T5/94	29/09/94	74 WAIG 2844
(18. Motor Vehicle Allowance)				
	Renum. Cl.	T3/93	29/03/93	73 WAIG 1372
19. Motor Vehicle Allowance				
	(1) Text	T3/93	29/03/93	73 WAIG 1372
(19. Property Allowance)				
	Renum. Cl.	T3/93	29/03/93	73 WAIG 1372
20. Property Allowance				
(20. Relieving Allowance)				
	Text (3)(a)(b)	TA/1/92 corr.	25/02/93	73 WAIG 1097

	Renum. Cl.	T3/93	29/03/93	73 WAIG 1372
21. Relieving Allowance				
	(1)(d) Text, (3) Text.			
	(5) Text	T3/93	29/03/93	73 WAIG 1372
(21. Removal Allowance)				
	Text (12); Ins. (13)	TA/1/92 corr.	25/02/93	73 WAIG 1097
	Renum. Cl.	T3/93	29/03/93	73 WAIG 1372
22. Removal Allowance				
	(3)(a) Text	T3/93	29/03/93	73 WAIG 1372
(22. Summer Vacation Travel Concessions)				
	Text (3),(6) & (7)	TA/1/92 corr.	25/02/93	73 WAIG 1097
	Renum. Cl.	T3/93	29/03/93	73 WAIG 1372
23. Summer Vacation Travel Concessions				
	(3) Text, (6) Text	T3/93	29/03/93	73 WAIG 1372
(23. Travelling Allowance)				
	Renum. Cl.	T3/93	29/03/93	73 WAIG 1372
24. Travelling Allowance				
25. Country Incentives Allowance				
	Ins. Cl.	T4/93	27/10/93	73 WAIG 3362

PART III - LEAVE PROVISIONS				
(24. Leave to Attend Union Business)				
	Del Cl.	T3/93	29/03/93	73 WAIG 1372
(25. Trade Union Training Leave)				
	Del Cl.	T3/93	29/03/93	73 WAIG 1372
(25. Annual Leave)				
	Ins. Cl.	T3/93	29/03/93	73 WAIG 1372
	Renum. Cl.	T4/93	27/10/93	73 WAIG 3362
26. Annual Leave				
	Cl.	T10/94	25/02/93	74 WAIG 2592
(26. Vacations)				
	Ins. Cl.	T3/93	29/03/93	73 WAIG 1372
	Renum. Cl.	T4/93	27/10/93	73 WAIG 3362
27. Vacations				
	Amd. text (1)(4)&(9)	T4/93	27/10/93	73 WAIG 3362
(27. Long Service Leave)				
	Ins. Cl.	T3/93	29/03/93	73 WAIG 1372
	Renum. Cl.	T4/93	27/10/93	73 WAIG 3362
28. Long Service Leave				

	Amd. text (4)(e);			
	Ins. (23) & (24)	T4/93	27/10/93	73 WAIG 3362
	(4)(l)	305/00	28/08/00	80 WAIG 4351
(28. Public Holidays)				
	Ins. Cl.	T3/93	29/03/93	73 WAIG 1372
	Renum. Cl.	T4/93	27/10/93	73 WAIG 3362
29. Public Holidays				
(29. Sick Leave)				
	Ins. Cl.	T3/93	29/03/93	73 WAIG 1372
	Renum. Cl.	T4/93	27/10/93	73 WAIG 3362
30. Sick Leave				
	Ins. (24) & (25)	T4/93	27/10/93	73 WAIG 3362
	(17)	305/00	28/08/00	80 WAIG 4351
(30. Maternity Leave)				
	Ins. Cl.	T3/93	29/03/93	73 WAIG 1372
	Renum. Cl.	T4/93	27/10/93	73 WAIG 3362
31. Maternity Leave				
(31. Leave Without Pay)				
	Ins. Cl.	T3/93	29/03/93	73 WAIG 1372
	Renum. Cl.	T4/93	27/10/93	73 WAIG 3362

32. Leave Without Pay				
(32. Short Leave)				
	Ins. Cl.	T3/93	29/03/93	73 WAIG 1372
	Renum. Cl.	T4/93	27/10/93	73 WAIG 3362
33. Short Leave				
(33. Leave to attend Union Business)				
	Ins. Cl.	T3/93	29/03/93	73 WAIG 1372
	Renum. Cl.	T4/93	27/10/93	73 WAIG 3362
34. Leave to attend Union Business				
(34. Trade Union Training Leave)				
	Ins. Cl.	T3/93	29/03/93	73 WAIG 1372
	Renum. Cl.	T4/93	27/10/93	73 WAIG 3362
35. Trade Union Training Leave				
36. Other Leave for Specific Purposes				
	Ins. Cl.	T4/93	27/10/93	73 WAIG 3362
37. Leave for Candidates for Parliament				
	Ins. Cl.	T4/93	27/10/93	73 WAIG 3362
PART IV - OTHER PROVISIONS				

(26. Deduction of Union Subscriptions)				
	Renum. Cl.	T3/93	29/03/93	73 WAIG 1372
(35. Deduction of Union Subscriptions)				
	Renum. Cl.	T4/93	27/10/93	73 WAIG 3362
(38. Deduction of Union Subscriptions)				
	Cl & Title	2053(2)/97	22/11/97	77 WAIG 3171
38. Deleted				
(27. Grievance Resolution Procedures)				
	Renum. Cl.	T3/93	29/03/93	73 WAIG 1372
(36. Grievance Resolution Procedures)				
	Renum. Cl.	T4/93	27/10/93	73 WAIG 3362
39. Grievance Resolution Procedures				
	Ins. (2)(f)	T10/94	25/02/93	74 WAIG 2592
	Cl	1352/96	28/11/96	76 WAIG 4999
(28. Liberty to Apply)				
	Renum. Cl.	T3/93	29/03/93	73 WAIG 1372
(37. Liberty to Apply)				
	Cl.	T3/93	29/03/93	73 WAIG 1372
	Renum. Cl.	T4/93	27/10/93	73 WAIG 3362
40. Liberty to Apply				
	Delete text	T4/93	27/10/93	73 WAIG 3362

(38. Modernisation of Conditions of Employment)				
	Ins. Cl.	T3/93	29/03/93	73 WAIG 1372
	Renum. Cl.	T4/93	27/10/93	73 WAIG 3362
41. Modernisation of Conditions of Employment				
(39. Notification of Change)				
	Ins. Cl.	T3/93	29/03/93	73 WAIG 1372
	Renum. Cl.	T4/93	27/10/93	73 WAIG 3362
42. Notification of Change				
(40. Consultation Provisions)				
	Ins. Cl.	T3/93	29/03/93	73 WAIG 1372
	Renum. Cl.	T4/93	27/10/93	73 WAIG 3362
43. Consultation Provisions				
	Ins. (5);(6);(7); & (8)	T4/93	27/10/93	73 WAIG 3362
44. Right of Entry				
	Ins. Cl.	T4/93	27/10/93	73 WAIG 3362
	Ins. Preamble	2053/1/97	22/11/97	77 WAIG 3138
45. Time and Salaries and Other Records				
	Ins. Cl.	T4/93	27/10/93	73 WAIG 3362
	Ins text.(3), (4)	491/98	16/04/98	78 WAIG 1471

Appendix - Resolution of Disputes Requirements				
	Ins. Appendix	693/96	16/07/96	76 WAIG 2768
	App	2053/97	22/11/97	77 WAIG 3079
Schedule A - Parties				
Schedule B - Salaries				
	Tables I to VI Incl.	T19/94	13/12/94	75 WAIG 1031
	Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177
	Rates, (7)(b) insert text	609/99	01/08/99	79 WAIG 1843
	Sch.	654/00	01/08/00	80 WAIG 3379
	Sch.	752/01	01/08/01	81 WAIG 1721
	Sch.	797/02	01/08/02	82 WAIG 1369
	Sch.	569/03	5/06/03	83 WAIG 1899 & 2648
	Sch.	570/04	4/06/04	84 WAIG 1521 & 2061
	Sch.	576/05	7/07/05	85 WAIG 2083, 2879
	Sch.	957/05	7/07/06	86 WAIG 1631 & 2395
	Sch.	1/07	01/07/07	87 WAIG 1487 & 2326
Schedule C - Locality Allowance				
	Cl.	T5/94	29/09/94	74 WAIG 2844
Schedule D - Appointment, Promotion, Transfer, Relieving and Travelling Allowances				

	Text in preamble	TA 1/92	25/02/93	73 WAIG 1097
	Amend text	T4/93	27/10/93	73 WAIG 3362
	Schedule	T002/94	01/07/93	74 WAIG 1132
Schedule E - Motor Vehicle Allowance				
Schedule F - Camping Allowance				
Schedule G - Recovery of Overpayments				
Schedule H - Vacation Travel Concessions				
	Amend text	T4/93	27/10/93	73 WAIG 3362
Schedule I - Isolated Schools				
	Schedule	T1/94	19/07/94	74 WAIG 2030
Appendix - S.49B - Inspection of Records Requirements				
	Ins. Appendix	694/96	16/07/96	76 WAIG 2768
	(1) ins. Text	2053/97	22/11/97	77 WAIG 3138
	App.	491/98	16/04/98	78 WAIG 1471