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THE mode of citation of this volume of the *Western Australian Industrial Gazette* will be as follows:—
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EDITORS NOTE: Due to the volume of material to be published for January 1998, this extra Sub-Part has been issued one day early. Notices and the Cumulative Digest are not included. A Sub-Part of the WAIG will also be published on the scheduled date of 28 January 1998 containing Notices, the Cumulative Digest and other matters usually included.

CUMULATIVE CONTENTS APPEAR AT THE END OF THIS PUBLICATION

LONG SERVICE LEAVE— Standard Provisions—

(As Consolidated at a Hearing before the Commission in Court Session on 15 December 1977)*

1.—Right to Leave.

A worker shall, as herein provided, be entitled to leave with pay in respect of long service.

2.—Long Service.

(1) The long service which shall entitle a worker to such leave shall, subject as herein provided, be continuous service with one and the same employer.

(2) Such service shall include service prior to the 1st day of April 1958, if it continued until such time but only to the extent of the last 20 completed years of continuous service.

(3) (a) Where a business has, whether before or after the coming into operation hereof, been transmitted from an employer (herein called "the transmittor") to another employer (herein called "the transmittee") and a worker who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmittee the period of the continuous service which the worker has had with the transmittor, (including any such service with any prior transmittor shall be deemed to be service of the worker with the transmittee.

(b) In this subclause "transmission" includes transfer, conveyance, assignment or succession whether voluntary or by agreement or by operation of law and "transmitted" has a corresponding meaning.

(4) Where, over a continuous period, a worker has been employed by two or more companies each of which is a related company within the meaning of section 6 of the Companies Act 1961 the period of the continuous service which the worker has had with each of those companies shall be deemed to be service of the worker with the company by whom he is last employed.

Section 6 reads—

(1) For the purposes of this Act, a corporation shall, subject to the provisions of subsection (3) of this section, be deemed to be a subsidiary of another corporation, if,

(a) that other corporation—

(i) controls the composition of the board of directors of the first mentioned corporation;

(ii) controls more than half of the voting power in the first mentioned corporation; or

(iii) holds more than half of the issued share capital of the first mentioned corporation excluding any part thereof which carries no right to participate beyond a specified amount in a distribution of either profits or capital; or

(b) the first mentioned corporation is a subsidiary of any corporation which is that other corporation's subsidiary.

(2) For the purpose of subsection (1) of this section, the composition of a corporation's board of directors shall be deemed to be controlled by another corporation if that other corporation by the exercise of some power exercisable by it without the consent or concurrence of any other person can appoint or remove all or a majority of the directors; and for the purposes of this provision that other corporation shall be deemed to have power to make such an appointment if—

(a) a person cannot be appointed as a director without the exercise in his favour by that other corporation of such power; or

(b) a person's appointment as a director follows necessarily from his being a director or other officer of that other corporation.

(3) In determining whether one corporation is subsidiary of another corporation—

(a) any shares held or power exercisable by that other corporation in a fiduciary capacity shall be treated as not held or exercisable by it;

(b) subject to paragraphs (c) and (d) of this subsection, any shares held or power exercisable—

(i) by any person as a nominee for that other corporation (except where that other corporation is concerned only in a fiduciary capacity); or

(ii) by, or by a nominee for, a subsidiary of that other corporation, not being a subsidiary which is concerned only in a fiduciary capacity,

shall be treated as held or exercisable by that other corporation;

(c) any shares held or power exercisable by any person by virtue of the provisions of any debentures of the first mentioned corporation or of a trust deed for securing any issue of such debentures shall be disregarded; and

(d) any shares held or power exercisable by, or by a nominee for, that other corporation or its subsidiary (not being held or exercisable as mentioned in paragraph (c) of this subsection) shall be treated as not held or exercisable by that other corporation if the ordinary business of that other corporation or its subsidiary, as the case may be, includes the lending of money and the shares are held or power is so exercisable by way of security only for the purposes of a transaction entered into in the ordinary course of that business.

(4) A reference in this Act to the holding company of a company or other corporation shall be read as a reference to a corporation of which that last mentioned company or corporation is a subsidiary.

(5) Where a corporation—

(a) is the holding company of another corporation;

(b) is a subsidiary of another corporation;

(c) is a subsidiary of the holding company of another corporation,

that first mentioned corporation and that other corporation shall for the purposes of this Act be deemed to be related to each other.

(5) Such service shall include—

(a) any period of absence from duty on any annual leave or long service leave;

(b) any period of absence from duty necessitated by sickness of or injury to the worker but only to the extent of 15 working days in any year of his employment;

(c) any period following any termination of the employment by the employer if such termination has been made merely with the intention of avoiding obligations hereunder in respect of long service leave or obligations under any award in respect of annual leave;

(d) any period during which the service of the worker was or is interrupted by service—

(i) as a member of the Naval, Military or Air Forces of the Commonwealth of Australia other than as a member of the British Commonwealth Occupation Forces in Japan and other than as a member of the Permanent Forces of the Commonwealth of Australia except in the circumstances referred to in section 31 (2) of the Defence Act 1903-1956, and except in Korea or Malaya after 26 June 1950;

(ii) as a member of the Civil Construction Corps established under the National Security Act 1939-1946;

(iii) in any of the Armed Forces under the National Service Act 1951 (as amended).

Provided that the worker as soon as reasonably practicable on the completion of any such service resumed or resumes employment with the employer by whom he was employed immediately before the commencement of such service.

(6) Service shall be deemed to be continuous notwithstanding—

(a) the transmission of a business as referred to in paragraph (3) of this subclause;

(b) the employment with related companies as referred to in paragraph (4) of this subclause;

(c) any interruption of a class referred to in paragraph (5) of this subclause;

(d) any absence from duty authorised by the employer;

(e) any standing down of a worker in accordance with the provisions of an award, industrial agreement, order or determination under either Commonwealth or State law;

(f) any absence from duty arising directly or indirectly from an industrial dispute if the worker returns to work in accordance with the terms of settlement of the dispute;

(g) any termination of the employment by the employer on any ground other than slackness of trade if the worker be re-employed by the same employer within a period not exceeding two months from the date of such termination;

(h) any termination of the employment by the employer on the ground of slackness of trade if the worker is re-employed by the same employer within a period not exceeding six months from the date of such termination;

(i) any reasonable absence of the worker on legitimate union business in respect of which he has requested and been refused leave;

(j) any absence from duty after the coming into operation of this clause by reason of any cause not specified in this clause unless the employer, during the absence or within 14 days of the termination of the absence notifies the worker in writing that such absence will be regarded as having broken the continuity of service, which notice may be given by delivery to the worker personally or by posting it by registered mail to his last recorded address, in which case it shall be deemed to have reached him in due course of post.

Provided that the period of absence from duty or the period of any interruption referred to in placita (d) to (j) inclusive of this paragraph shall not (except as set out in paragraph (5) of this subclause) count as service.

3.—Period of Leave.

(1) The leave to which a worker shall be entitled or deemed to be entitled shall be as provided in this subclause.

(2) Subject to the provisions of paragraphs (5) and (6) of this subclause:

Where a worker has completed at least 15 years' service the amount of leave shall be—

(a) in respect of 15 years' service so completed—13 weeks' leave;

(b) in respect of each 10 years' service completed after such 15 years—eight and two-thirds weeks' leave;

(c) on the termination of the worker's employment—

(i) by his death;

(ii) in any circumstances otherwise than by his employer for serious misconduct;

in respect of the number of years' service with the employer completed since he last became entitled to an amount of long service leave, a proportionate amount on the basis of 13 weeks for 15 years' service.

(3) Subject to the provisions of paragraph (6) of this subclause, where a worker has completed at least 10 years' service but less than 15 years' service since its commencement and his employment is terminated—

(i) by his death; or

(ii) in any circumstances, otherwise than by his employer for serious misconduct;

the amount of leave shall be such proportion of 13 weeks' leave as the number of completed years of such service bears to 15 years.

(4) In the cases to which paragraphs (2) (c) and (3) of this subclause apply the worker shall be deemed to have been entitled to and to have commenced leave immediately prior to such termination.

(5) A worker whose service with an employer commenced before 1 October 1964, and whose service would entitle him to long service leave under this clause shall be entitled to leave calculated on the following basis:—

(a) For each completed year of service commencing before 1 October 1964, an amount of leave calculated on the basis of 13 weeks' leave for 20 years' service and

(b) for each completed year of service commencing on or after 1 October 1964, an amount of leave calculated on the basis of 13 weeks' leave for 15 years' service.

Provided that such worker shall not be entitled to long service leave until his completed years of service entitle him to the amount of long service leave prescribed in either paragraph (2) (a) or paragraph (2) (b) of this subclause as the case may be.

(6) A worker to whom paragraphs (2) (c) and (3) of this subclause apply whose service with an employer commenced before 1 October 1964, shall be entitled to an amount of long service leave calculated on the following basis:

(a) For each completed year of service commencing before 1 October 1964, an amount of leave calculated on the basis of 13 weeks' leave for 20 years' service; and

(b) for each completed year of service commencing on or after 1 October 1964, an amount of leave calculated on the basis of 13 weeks' leave for 15 years' service.

4.—Payment for Period of Leave.

(1) A worker shall, subject to paragraph (3) of this subclause, be entitled to be paid or each week of leave to which he has become entitled or is deemed to have become entitled the rate of pay applicable to him at the date he commences such leave.

(2) Such rate of pay shall be the rate applicable to him for the standard weekly hours which are prescribed by this award (or agreement), but in the case of casuals and part-time workers shall be the rate for the number of hours usually worked up to but not exceeding the prescribed standard.

(3) Where by agreement between the employer and the worker the commencement of the leave to which the worker is entitled or any portion thereof is postponed to meet the convenience of the worker, the rate of payment for such leave shall be at the rate of pay applicable to him at the date of accrual, or, if so agreed, at the rate of pay applicable at the date he commences such leave.

(4) The rate of pay—

(a) shall include any deductions from wages for board and/or lodging or the like which is not provided and taken during the period of leave;

(b) shall not include shift premiums, overtime, penalty rates, special rates, disability allowances, fares and travelling allowances or the like.

(5) In the case of workers employed on piece or bonus work or any other system of payment by results the rate of pay shall be calculated by averaging the workers' rate of pay for each week over the previous three monthly period.

5.—Taking Leave.

(1) In a case to which placita (a) and (b) of paragraph (2) of subclause (3) apply:—

(a) Leave shall be granted and taken as soon as reasonably practicable after the right thereto accrues due or at such time or times as may be agreed between the employer and the worker or in the absence of such agreement at such time or times as may be determined by the Special Board of Reference having regard to the needs of the employer's establishment and the worker's circumstances.

(b) Except where the time for taking leave is agreed to by the employer and the worker or determined by the Special Board of Reference the employer shall give to a worker at least one month's notice of the date from which his leave is to be taken.

(c) Leave may be granted and taken in one continuous period or if the employer and the worker so agree in not more than three separate periods in respect of the first 13 weeks' entitlement and in not more than two separate periods in respect of any subsequent period of entitlement.

(d) Any leave shall be inclusive of any public holidays specified in this award (or agreement) occurring during the period when the leave is taken but shall not be inclusive of any annual leave.

(e) Payment shall be made in one of the following ways:—

(i) In full before the worker goes on leave;

(ii) at the same time as his wages would have been paid to him if the worker had remained at work, in which case payment shall, if the worker in writing so requires, be made by cheque posted to an address specified by the worker; or

(iii) in any other way agreed between the employer and the worker.

(f) No worker shall, during any period when he is on leave, engage in any employment for hire or reward in substitution for the employment from which he is on leave, and if a worker breaches this provision he shall thereupon forfeit his right to leave hereunder in respect of the unexpired period of leave upon which he has entered, and the employer shall be entitled to withhold any further payment in respect of the period and to reclaim any payments already made on account of such period of leave.

(2) In the case to which paragraph (2)(c) or paragraph (3) of subclause (3) applies and in any case in which the employment of the worker who has become entitled to leave hereunder is terminated before such leave is taken or fully taken the employer shall, upon termination of his employment otherwise than by death pay to the worker, and upon termination of employment by death pay to the personal representative of the worker upon request by the personal representative, a sum equivalent to the amount which would have been payable in respect of the period of leave to which he is entitled to deemed to have been entitled and which would have been taken but for such termination. Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.

6.—Granting Leave in Advance and Benefits to be Brought into Account.

(1) Any employer may by agreement with a worker allow leave to such a worker before the right thereto has accrued due, but where leave is taken in such case the worker shall not become entitled to any further leave hereunder in respect of any period until after the expiration of the period in respect of which such leave had been taken before it accrued due.

(2) Where leave has been granted to a worker pursuant to the preceding paragraph before the right thereto has accrued due, and the employment subsequently is terminated, the employer may deduct from whatever remuneration is payable upon the termination of the employment such amount as represents payment for any period for which the worker has been granted long service leave to which he was not at the date of termination of his employment or prior thereto entitled.

(3) Any leave in the nature of long service leave or payment in lieu thereof under a State Law or a long service leave scheme not under the provisions hereof granted to a worker by his employer in respect of any period of service with the employer shall be taken into account whether the same is granted before or after the coming into operation hereof and shall be deemed to have been taken and granted hereunder in the case of leave with pay to the extent of the period of such leave and in the case of payment in lieu thereof to the extent of a period of leave with pay equivalent thereof of the entitlement of the worker hereunder.

7.—Records to be Kept.

(1) Each employer shall during the employment and for a period of 12 months thereafter, or in the case of termination by death of the worker for a period of three years thereafter, keep a record from which can be readily ascertained the name of each worker, and his occupation, the date of the commencement of his employment and his entitlement to long service leave and any leave which may have been granted to him or in respect of which payment may have been made hereunder.

(2) Such record shall be open for inspection in the manner and circumstances prescribed by this award (or agreement) with respect to the time and wages record.

8.—Special Board of Reference.

(1) There shall be constituted a Special Board of Reference for the purpose hereof to which all disputes and matters

arising hereunder shall be referred and the Board shall determine all such disputes and matters.

(2) There shall be assigned to such Board the functions of—

(a) the settlement of disputes of any matters arising hereunder;

(b) the determination of such matters as are specifically assigned to it hereunder.

(3) The Board of Reference shall consist of one representative or substitute therefor nominated from time to time by the Confederation of Western Australian Industry (Incorporated) and one representative or substitute nominated from time to time by the Trades and Labor Council of Western Australia together with a chairman to be mutually agreed upon by the organisations named in this paragraph.

9.—State Law.

(1) The provisions of any State Law to the extent to which they have before the coming into operation hereof conferred an accrued right on a worker to be granted a period of long service leave in respect of a completed period of 15 or more years' service or employment or an accrued right on a worker or his personal representative to payment in respect of long service leave shall not be affected hereby and shall not be deemed to be inconsistent with the provisions hereof.

(2) The entitlement of any such worker to leave in respect of a period of service with the employer completed after the period in respect of which the long service leave referred to in paragraph (1) of this subclause accrued due shall be in accordance herewith.

(3) Subject to paragraphs (1) and (2) of this subclause the entitlement to leave hereunder shall be in substitution for and satisfaction of any long service leave to which the worker may be entitled in respect of employment of the worker by the employer.

(4) An employer who under any State Law with regard to long service leave is exempted from the provisions of that law as at 1 April 1958, shall in respect of the workers covered by such exemptions be exempt from the provisions hereof.

10.—Exemptions.

The Special Board of Reference may subject to such conditions as it thinks fit exempt any employer from the provisions hereof in respect of its employees where there is an existing or prospective long service scheme which in its opinion, is, viewed as a whole, more favourable for the whole of the employees of that employer than the provision hereof.

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*Editor's Note.

The Judgment and General Order as prescribed by section 94A was published in 58 WAIG Part 1 Subpart 2 at Page 116.

There was no Schedule of Exemptions.

AWARDS/AGREEMENTS— Application for—

CONGREGATION OF THE MISSIONARY OBLATES OF THE MOST HOLY AND IMMACULATE VIRGIN MARY NON-TEACHING STAFF ENTERPRISE BARGAINING AGREEMENT 1997. No. AG 288 of 1997.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Congregation of the Missionary Oblates of the Most Holy and Immaculate Virgin Mary

and

The Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch and Others.

No. AG 288 of 1997.

Congregation of the Missionary Oblates of the Most Holy and Immaculate Virgin Mary Non-Teaching Staff Enterprise Bargaining Agreement 1997.

17 December 1997.

Order.

HAVING heard Ms A.M. Britto on behalf of the applicant and Ms D. MacTiernan on behalf of the Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch, Mr A. Dzieciol on behalf of the Australian Nursing Federation, Industrial Union of Workers, Perth and Ms T.I. Howe on behalf of the Independent Schools Salaried Officers Association of Western Australia, Industrial Union of Workers, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1997, hereby orders—

THAT the Congregation of the Missionary Oblates of the Most Holy and Immaculate Virgin Mary Non-Teaching Staff Enterprise Bargaining Agreement 1997 filed in the Commission on the 23rd day of October 1997 and as subsequently amended by the parties be registered on and from the 5th day of December 1997.

(Sgd.) A.R. BEECH,
[L.S.] Commissioner.

Schedule.

PART I

PARAMETERS

1.—TITLE

This Agreement shall be known as the "Congregation of the Missionary Oblates of the Most Holy and Immaculate Virgin Mary Non-Teaching Staff Enterprise Bargaining Agreement 1997".

2.—ARRANGEMENT

Part I Parameters

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42. Hours
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Part VI (Boarding House) Supervisors

46. Hours
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51. Lodging Conditions
52. General Conditions

Part VII Nurses

53. Time Off Duty
54. Vacation Leave
55. Wages
56. Laundry and Uniforms
57. Board and Lodging

Appendix A—Parties Bound
Appendix B—Awards
Endorsements

3.—TERM

(1) This Agreement shall—

(a) come into effect on the 5th day of December 1997.

(b) expire on the 31st day of December 1998.

(2) The parties have agreed to review the rates of pay by the 1st day of January 1998.

4.—PARTIES TO THE AGREEMENT

This Agreement is made between the employer set out in Appendix A—Parties Bound and the registered organisations of employees listed in Appendix A—Parties Bound.

5.—SCOPE

(1) This Agreement shall apply to those employees as defined in Clause 6.—Definitions of this Agreement employed by the employer as prescribed in Appendix A—Parties Bound.

(2) Where there is any inconsistency between this Agreement and the relevant award, this Agreement will apply to the extent of the inconsistency.

(3) Except as provided by this Agreement, the conditions of employment of non-teaching staff employed in Catholic Schools in Western Australia will be in accordance with the following awards—

Independent Schools Administrative and Technical Officers Award 1993;

School Employees (Independent Day & Boarding Schools) Award, 1980;

Teachers' Aides' (Independent Schools) Award 1988;

Independent Schools (Boarding House) Supervisory Staff Award

Nurses' (Independent Schools) Award.

(4) The number of employees covered by this Agreement is 18.

6.—DEFINITIONS

This Enterprise Bargaining Agreement covers the following classifications—

Teacher's Aides' / Teaching Assistants as defined in Part III, Clause 32.—Classifications of this Agreement;

School Employees as defined in Part IV, Clause 39.—Classifications of this Agreement;

Administrative and Technical Officers as defined in Part V, Clause 45.—Classifications of this Agreement;

(Boarding House) Supervisors as defined in Part VI, Clause 50.—Classifications of this Agreement;

Nurses as defined in Part VII, Clause 55.—Wages of this Agreement.

7.—OBJECTIVES

(1) The objectives of this Agreement are—

(a) To consolidate and develop further, initiatives arising out of the enterprise bargaining process.

(b) To maintain a just working environment in which education can be provided in harmony with the aims, objectives and philosophy of Catholic Education.

(c) To provide some consistency regarding general conditions of employment that exist for the different categories of non-teaching staff employed within Catholic schools.

(2) In pursuit of these objectives the parties are committed to further negotiations to simplify classification structures and examining the possibility of a generic classification structure.

8.—NO REDUCTION

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

9.—NO EXTRA CLAIMS

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

PART II

GENERAL CONDITIONS OF SERVICE

10.—CONTRACT OF SERVICE

(1) (a) Each employee shall, upon engagement, be given a letter of appointment wherein the general conditions of employment are stated.

(b) This shall include statements of—

(i) the classification;

(ii) the salary step relevant to the appointment;

(iii) the number of hours per week;

(iv) the weeks per year the employee is engaged for;

(v) whether the position is temporary; and/or

(vi) any other matter specific to the contract.

(2) The letter of appointment shall not contain any provision which is inconsistent with or contrary to any provision of this Agreement and/or the Award.

(3) (a) Except in the case of a casual/relief employee, the termination of service of any employee shall require a minimum of 2 weeks' notice by either party.

(b) Provided that the requirements of this subclause may be waived in part or in whole by mutual agreement between the employee and employer. Any request to waive such notice shall not be unreasonably withheld by the employer, where it is deemed that the employee has not been able to give the required notice through no fault of their own.

(c) Subject to the provisions of this subclause, failure to give the required notice shall make either party liable for the payment to the other party of an amount equivalent to the period of notice not given.

(d) The employer reserves the right to withhold or recover an amount equivalent to the period of notice not given. However, approval must be obtained from the Director of Catholic Education before such action is proceeded with.

(4) A temporary employee shall be employed in a part-time or full-time capacity for a period greater than four weeks' continuous service, and not more than a period of 12 months' continuous service.

(5) Where the period of employment of a casual employee exceeds five days the notice of termination of service shall be one day. Where the employment is for five days or less the engagement shall be considered to be a specific period and notice shall not be required.

(6) A part-time employee shall have an entitlement to sick leave, long service leave and annual leave on a pro-rata basis in the proportion of which his/her hours and/or weeks worked bear to the hours and/or weeks worked of a full-time employee.

(7) Upon termination a statement of service and a separate reference when requested by the employee shall be provided to the employee by the employer.

(8) Nothing within this clause detracts from the employer's right to dismiss summarily any employee for serious misconduct, in which case salary and entitlements shall be paid up to the time of dismissal only.

(9) The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Agreement, provided that such duties are not designed to promote de-skilling.

11.—OTHER LEAVE

(1) Bereavement Leave

(a) An employee shall, on the death of a member of the immediate family, be entitled to paid leave up to and including the day of the funeral of such relation, for a period of up to two days not exceeding the number of hours which would have been worked by the employee in that time. Proof of such death shall be furnished by the employee to the satisfaction of the employer.

(b) Provided that payment in respect of bereavement leave is to be made only where the employee otherwise would have been on duty and shall not be granted in any case where the employee concerned would have been off duty in accordance with the roster, or on long service leave, vacation leave, or on sick leave, or on workers' compensation, or on authorised leave without pay or on a public holiday.

(2) Examination Leave

An employee shall be granted sufficient time off with pay to travel to and sit for the examinations of any approved course of study.

12.—LEAVE WITHOUT PAY

(1) While an employee has the right to apply for leave without pay the granting of such leave is at the discretion of the employer.

(2) An employee applying for leave under this clause must state the period of such leave and the reason for which the leave is being sought.

(3) Leave without pay does not constitute a break in service but shall not count in calculating the period of service for any purpose of this Agreement unless where otherwise provided for in this Agreement.

(4) If an employee is granted leave without pay the question of the employee's specific duties on return to work should be considered before the granting of such leave and any arrangements made documented. If no prior arrangement is made, an employee, upon return to service shall be entitled to a position commensurate with the position held immediately prior to the commencement of such leave.

(5) The maximum period for which leave is granted under this clause shall be one year.

13.—SICK LEAVE

(1) (a) An employee shall be entitled to payment for non attendance on the ground of personal ill health or injury at the rate of ten (10) days per year, from the beginning of each year. For those employees who commence work at anytime throughout the year a pro-rata entitlement will apply.

(b) The unused portion of the entitlement prescribed in paragraph (a) of this subclause in any accruing year shall accumulate and may be availed of in the next or any succeeding year.

(c) Where an employee's employment is terminated prior to the end of the school year, the calculation for pro-rata entitlement of sick leave will be based on one sixth of a week for each completed month of service with the employer. Where an employee has utilised sick leave in excess of this entitlement the employer may deduct the excess portion from the final payment of wages to the employee.

(d) Where an employee's employment is terminated by the employer through no fault of the employee the provisions of paragraph (c) of this subclause shall not apply.

(e) An employee shall upon request to their employer be advised of their unused portion of sick leave. Where an employee has utilised sick leave in excess of their entitlement, they shall be advised of the provisions of paragraph (c) of this subclause.

(2) This clause shall not apply where the employee is entitled to compensation under the *Workers' Compensation and Rehabilitation Act 1981*.

(3) (a) Sick leave shall be granted provided the application is supported by a certificate from a legally qualified and registered medical practitioner stating the period during which the employee is unfit for duty.

(b) The employer shall not be entitled to a medical certificate for absences of less than three consecutive working days unless the total of such absences exceeds five days in any one accruing year.

(4) No payment shall be made for any absence due to the employee's wilful misconduct.

14.—FAMILY LEAVE

(1) Use of sick leave

(a) An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill. Such leave shall not exceed five (5) days in any calendar year and is not cumulative.

(b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

(c) The entitlement to use sick leave is subject to—

(i) the employee being responsible for the care of the person concerned; and

(ii) the person concerned being either—

(aa) a member of the employee's immediate family; or

(bb) a member of the employee's household.

(iii) the term "immediate family" includes—

(aa) a spouse (including a former spouse), of the employee; and

(bb) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

(iv) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(2) Use of unpaid leave

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill.

15.—PARENTAL LEAVE

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

(1) Maternity Leave

(a) Nature of leave

Maternity leave is unpaid leave.

(b) Definitions

For the purposes of this clause—

(i) Employee includes a part-time employee but does not include an employee engaged upon casual or seasonal work.

(ii) Paternity leave means leave of the type provided for in subclause (2) of this clause whether prescribed in an award or otherwise.

(iii) Child means a child of the employee under the age of one year.

(iv) Spouse includes a former spouse.

(v) Continuous service means service under an unbroken contract(s) of employment and includes—

(aa) any period of leave taken in accordance with this clause;

(bb) any period of leave or absence authorised by the employer or by the award.

(c) Eligibility for maternity leave

(i) An employee who becomes pregnant, upon production to her employer of the certificate required by subclauses (1)(d) and (1)(i) of this clause, shall be entitled to a period of up to fifty two (52) weeks' maternity leave provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of paternity leave taken by the employee's spouse in relation to the same child and apart from paternity leave of up to one week at the time of confinement shall not be taken concurrently with paternity leave.

(ii) Subject to subclauses (1)(d) and (1)(i) of this clause the period of maternity leave shall be unbroken and shall, immediately following confinement, include a period of six weeks' compulsory leave.

(iii) The employee must have had at least twelve (12) months' continuous service within Catholic Education immediately preceding the date upon such leave.

(d) Certification

At the time specified in subclause (1)(c) of this clause the employee must produce to her employer—

(i) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;

(ii) an agreement shall exist where for the period of maternity leave she will not engage in any act inconsistent with her contract of employment.

(e) Notice requirements

(i) An employee shall, not less than ten (10) weeks prior to the presumed date of confinement, produce to her employer the certificate referred to in subclause (1)(d)(i) of this clause.

(ii) An employee shall give not less than four (4) weeks' notice in writing to her employer of the date upon which she proposes to commence maternity leave stating the period of leave to be taken.

(iii) An employer by not less than fourteen (14) days' notice in writing to the employee may require her to commence maternity leave at any time within the six (6) weeks immediately prior to her presumed date of confinement. The employee may work within this period provided they produce a certificate from a registered medical practitioner stating that they are fit to do so.

(iv) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with subclause (1)(e)(ii) of this clause if such failure is occasioned by the confinement occurring earlier than the presumed date.

(f) Transfer to a safe job

(i) Where in the opinion of a duly registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

(ii) If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to, take leave for such period as is certified necessary by a registered medical practitioner. Such leave shall be treated as maternity leave for the purposes of subclauses (1)(j), (1)(k), (1)(l) and (1)(m) of this clause.

(g) Variation of Period of Maternity Leave

(i) The period of maternity leave may be lengthened once only by the employee giving not less than fourteen (14) days' notice in writing stating the period by which the leave is to be lengthened.

(ii) The period may be further lengthened by agreement between the employer and the employee, in accordance with the provisions outlined in Clause 12.—Leave Without Pay of this Agreement.

(iii) The period of maternity leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(h) Cancellation of Maternity Leave

(i) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.

(ii) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the employer which shall not exceed four weeks from the date of notice in writing by the employee to the employer that she desires to resume work.

(i) Special Maternity Leave and Sick Leave

(i) Where the pregnancy of a employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then—

(aa) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work; or

(bb) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a registered medical

practitioner certifies as necessary before her return to work.

(ii) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed the period to which the employee is entitled under subclause (1)(c) of this clause.

(iii) For the purposes of subclauses (l)(j), (l)(k) and (l) (l) of this clause, maternity leave shall include special maternity leave.

(iv) An employee returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave, or in the case of an employee who was transferred to a safe job pursuant to subclause (l)(f) of this clause, to the position she held immediately before such transfer.

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

(j) Maternity Leave and Other Leave Entitlements

(i) Provided the aggregate of any leave, including leave taken under this clause, does not exceed the period to which the employee is entitled under subclause (1)(c) of this clause an employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part to which she is entitled.

(ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during her absence on maternity leave.

(k) Effect of Maternity Leave on Employment

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

(l) Termination of Employment

(i) An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this Agreement.

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

(m) Return to Work After Maternity Leave

(i) An employee shall confirm her intention of returning to her work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.

(ii) An employee, upon returning to work after maternity leave or the expiration of the notice required by subclause (l)(m)(i) of this clause, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (l)(f) of this clause to the position which she held immediately before such transfer.

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

(n) Replacement Employees

(i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.

(ii) Before an employer engages a replacement employee, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

(iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

(iv) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

(2) Paternity Leave

(a) Nature of Leave

Paternity leave is unpaid leave.

(b) Definitions

For the purposes of this clause—

(i) Employee includes a part-time employee but does not include an employee engaged upon casual or seasonal work.

(ii) Paternity leave means leave of the type provided for in subclause (1) of Clause 15.—Parental Leave of this Agreement (and includes special paternity leave) whether prescribed in an award or otherwise.

(iii) Child means a child of the employee or the employee's spouse under the age of one year.

(iv) Spouse includes a former spouse.

(v) Primary care-giver means a person who assumes the principal role of providing care and attention to a child.

(vi) Continuous service means service under an unbroken contract(s) of employment and includes—

(aa) any period of leave taken in accordance with this clause;

(bb) any period of leave or absence authorised by the employer or by the award.

(c) Eligibility for paternity leave

A male employee, upon production to his employer of the certificate required by subclause (2)(d) of this clause shall be entitled to one or two periods of paternity leave, the total of which shall not exceed 52 weeks, in the following circumstances—

(i) an unbroken period of up to one week at the time of confinement of his spouse;

(ii) a further unbroken period of up to 51 weeks in order to be the primary care-giver of a child provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of maternity leave taken by the employee's spouse in relation to the same child and shall not be taken concurrently with that maternity leave;

(iii) The employee must have had at least 12 months' continuous service within Catholic Education immediately preceding the date which he proceeds upon either period of leave.

(d) Certification

At the time specified in subclause (2)(c) of this clause the employee must produce to his employer—

(i) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement or states the date on which the birth took place;

(ii) in relation to any period to be taken under subclause (2)(c)(ii) of this clause an agreement shall exist stating—

(aa) he will take that period of paternity leave to become the primary care-giver of a child;

(bb) particulars of any period of maternity leave sought or taken by his spouse; and

(cc) that for the period of paternity leave he will not engage in any act inconsistent with his contract of employment.

(e) Notice requirements

(i) An employee shall, not less than ten (10) weeks prior to each proposed period of leave, give the employer notice in writing stating the dates on which he proposed to start and finish the period or periods of leave.

(ii) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with subclause (2)(e)(i) of this clause if such failure is due to—

(aa) the birth occurring earlier than the expected date; or

(bb) the death of the mother of the child; or

(cc) other compelling circumstances.

(iii) The employee shall immediately notify his employer of any change in the information provided pursuant to subclause (2)(d) of this clause.

(f) Variation of Period of Paternity Leave

(i) The period of paternity leave may be lengthened once only by the employee giving not less than fourteen (14) days' notice in writing stating the period by which the leave is to be lengthened;

(ii) The period may be further lengthened by agreement between the employer and the employee, in accordance with the provisions outlined in Clause 12.—Leave Without Pay of this Agreement.

(iii) The period of paternity leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(g) Cancellation of Paternity Leave

Paternity leave, applied for under subclause (2)(c)(ii)(aa) of this clause but not commenced, shall be cancelled when the pregnancy of the employee's spouse terminates other than by the birth of a living child.

(h) Paternity Leave and Other Leave Entitlements

(i) Provided the aggregate of any leave, including leave taken under this clause, does not exceed the period to which the employee is entitled under subclause (2)(c) of this clause an employee may, in lieu of or in conjunction with paternity leave, take any annual leave or long service leave or any part to which he is entitled.

(ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during his absence on paternity leave.

(i) Effect of Paternity Leave on Employment

Subject to this clause, notwithstanding any award, or other provision to the contrary, absence on paternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

(j) Termination of Employment

(i) An employee on paternity leave may terminate his employment at any time during the period of leave by notice given in accordance with this Agreement.

(ii) An employer shall not terminate the employment of an employee on the ground of his absence on paternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(k) Return to Work after Paternity Leave

(i) An employee shall confirm his intention of returning to his work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of paternity leave provided by subclause (2)(c)(ii) of this clause.

(ii) An employee, upon returning to work after paternity leave or the expiration of the notice required by subclause (2)(c)(i) of this clause, shall be entitled to the position which he held immediately before proceeding on paternity leave.

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

(l) Replacement Employees

(i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on paternity leave.

(ii) Before an employer engages a replacement employee, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

(iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising his rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

(iv) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

(3) Adoption Leave

(a) Nature of Leave

Adoption leave is unpaid leave.

(b) Definitions

For the purposes of this clause—

(i) Employee includes a part-time employee but does not include any employee engaged upon casual or seasonal work.

(ii) Child means a person under the age of five years who is placed with the employee for the purpose of adoption, other than a child or stepchild of the employee or of the spouse of the employee of a child who has previously lived continuously with the employee for a period of six months.

(iii) Relative Adoption occurs where a child, as defined, is adopted by a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

(iv) Primary care-giver means a person who assumes the principal role of providing care and attention to a child.

(v) Spouse includes a former spouse.

(vi) Continuous service means service under an unbroken contract(s) of employment and includes—

(aa) any period of leave taken in accordance with this clause;

(bb) any period of leave or absence authorised by the employer or by the award.

(c) Eligibility for adoption leave—

An employee, upon production to the employer of the documentation required by subclause (3)(d) of this clause, shall be entitled to one or two periods of adoption leave, the total of which shall not exceed 52 weeks, in the following circumstances—

(i) an unbroken period of up to three weeks at the time of placement of the child;

(ii) a further unbroken period of up to 52 weeks from the time of the placement in order to be the primary care-giver of a child. This leave shall not extend beyond one year after the placement of the child and shall not be taken concurrently with adoption leave taken by the employee's spouse in relation to the same child. The entitlement of up to 52 weeks shall be reduced by—

(aa) any period of leave taken pursuant to subclause (3)(c)(i) of this clause; and

(bb) the aggregate of any periods of adoption leave taken or to be taken by the employee's spouse.

(ii) the employee must have had at least 12 months' continuous service within Catholic Education immediately preceding the date which he or she proceeds on such leave in either case.

(d) Certification

(i) Before taking adoption leave the employee must produce to the employer—

(aa) A statement from the adoption agency or other appropriate body of the presumed date of placement of the child with the employee for the adoption purposes; or

(bb) A statement from the appropriate government authority confirming that the employee is to have custody of the child pending an application for an adoption order.

(ii) In relation to any period to be taken under subclause (3)(c)(ii) of this clause, an agreement shall exist stating—

(aa) the employee is seeking adoption leave to become the primary care-giver of the child;

(bb) particulars of any period of adoption leave sought or taken by the employee's spouse; and

(cc) that for the period of adoption leave the employee will not engage in any act inconsistent with his/her contract of employment.

(e) Notice requirements

(i) Upon receiving notice of approval for adoption purposes, an employee shall notify the employer of such approval and within 2 months of such approval shall further notify the employer of the period or periods of adoption leave the employee proposes to take. In the case of relative adoption the employee shall notify as aforesaid upon deciding to take the child into custody pending an application for adoption.

(ii) An employee shall not be entitled to adoption leave unless the employee has not less than 12 months continuous service with the employer immediately preceding the date upon which he/she proceeds upon such leave.

(iii) An employee shall, as soon as the employee is aware of the presumed date of placement of a child for adoption purposes but no later than 14 days before such placement give notice in writing to the employer of such date, and of the date of the commencement of any period to be taken under subclause (3)(c)(i) of this clause.

(iv) An employee shall, ten weeks before the proposed date of commencing any leave to be taken under subclause (3)(c)(ii) of this clause give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.

(v) An employee shall not be in breach of this clause, as a consequence of failure to give the stipulated period of notice in accordance with subclauses (3)(e)(iii) and (3)(e)(iv) of this clause if such failure is occasioned by the requirement of an adoption agency to accept earlier or later placement of a child, the death of the spouse or other compelling circumstances.

(f) Variation of Period of Adoption Leave

(i) the period of adoption leave may be lengthened once only by the employee giving not less than fourteen (14) days' notice in writing stating the period by which the leave is to be lengthened;

(ii) the period may be further lengthened by agreement between the employer and the employee, in accordance with the provisions outlined in Clause 12.—Leave Without Pay of this Agreement;

(iii) the period of adoption leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(g) Cancellation of Adoption Leave

(i) Adoption leave, applied for but not commenced, shall be cancelled should the placement of the child not proceed.

(ii) Where the placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue, the employee shall notify the employer forthwith and the employer shall nominate a time not exceeding four weeks from receipt of notification for the employee's resumption of work.

(h) Special Leave

The employer shall grant to any employee who is seeking to adopt a child, such unpaid leave not exceeding two days, as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee the employer may require the employee to take such leave in lieu of special leave.

(i) Adoption Leave and Other Leave Entitlements

(i) Provided the aggregate of any leave, including leave taken under this clause, does not exceed the period to which the employee is entitled under subclause (3)(c) of this clause, an employee may, in lieu of or in conjunction with adoption leave, take any annual leave or long service leave or any part to which he or she is entitled.

(ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee

during the employee's absence on adoption leave.

(j) Effect of Adoption Leave on Employment

Subject to this clause, notwithstanding any award, or other provision to the contrary, absence on adoption leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

(k) Termination of Employment

(i) An employee on adoption leave may terminate the employment at any time during the period of leave by notice given in accordance with this Agreement.

(ii) An employer shall not terminate the employment of an employee on the ground of the employee's application to adopt a child or absence on adoption leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(l) Return to Work After Adoption Leave

(i) An employee shall confirm the intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of adoption leave provided by subclause (3)(c) of this clause.

(ii) An employee, upon returning to work after adoption leave shall be entitled to the position held immediately before proceeding on such leave.

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

(m) Replacement Employees

(i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on adoption leave.

(ii) Before an employer engages a replacement employee, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

(iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising his/her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

(iv) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

16.—LONG SERVICE LEAVE

(1) Subject to subclause (3) of this clause, an employee who has completed ten years' continuous service with the employer shall be entitled to ten weeks' long service leave. For each subsequent period of ten years' service an employee shall be entitled to an additional ten weeks' long service leave.

(2) In calculating an employee's entitlement under this clause, continuous service with the employer prior to the 1st day of January 1997 shall be taken into account in the following manner—

(a) In the case of an employee who has already accrued an entitlement to long service leave with the employer prior to the 1st day of January, 1997, the employee shall continue to accrue subsequent entitlements to long service leave in accordance with the provisions of subclause (1) of this clause.

(b) In the case of an employee who, at the 1st day of January 1997, had not accrued an entitlement to long service leave, the employee's entitlement shall be calculated on the following basis—

For any period of continuous employment prior to the 1st day of January 1997, an amount calculated on the basis of 13 weeks' long service leave on full pay for each 15 years of continuous service, in accordance with the relevant award.

(c) In the case of an employee covered by the *Independent Schools Administrative and Technical Officers Award 1993* who, at the 1st day of January 1993, had not accrued an entitlement to long service leave, the employee's entitlement shall be calculated on the following basis—

For any period of continuous employment prior to the 1st day of January 1993, an amount calculated on the basis of 13 weeks' long service leave on full pay for each 15 years of continuous service.

(d) In the case of employees who have worked less than full-time during the accrual period, long service leave shall be paid at the rate of the average of hours worked over the accrual period.

(3) The expression "continuous service" includes any period during which the employee is absent on full pay from their duties, but does not include—

(a) Any period exceeding two weeks during which the employee is absent on leave without pay. In the case of leave without pay which exceeds eight weeks in a continuous period, the entire period of that leave is excised in full;

(b) Any service of an employee who resigns or is dismissed, other than service prior to such resignation or prior to the date of any offence in respect of which they are dismissed by the employer, when that prior service has actually entitled the employee to long service leave under this clause.

(4) Any entitlement to annual leave that falls due during the period of long service leave shall be recognised as extra leave and not included in the long service leave.

(5) Any public holiday which occurs during the period an employee is on long service leave shall be treated as part of the long service leave and extra days in lieu thereof shall not be granted.

(6) Where an employee has become entitled to a period of long service leave in accordance with this clause, the employee shall commence such leave as soon as possible after the accrual date, or in a manner mutually agreed between the employer and employee.

(7) Payment for long service leave shall be made;

(a) in full before the employee goes on leave, or

(b) by the normal fortnightly payment intervals; or

(c) by agreement between the employee and the employer.

(8) Where an employee has completed at least 7 years' service but less than 10 years' service and employment is terminated—

(a) by their death;

(b) in any circumstances, other than serious misconduct,

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

(9) In the case to which subclause (8) of this clause applies and in any case in which the employment of the employee who has become entitled to leave hereunder is terminated before such leave is taken or fully taken the employer shall, upon termination of employment otherwise than by death, pay to the employee and upon termination by death, pay to the personal representative of the employee upon request by the personal representative, a sum equivalent to the amount which would have been payable in respect of the period of leave to which they are entitled or deemed to have been entitled and which would have been taken but for termination. Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.

17.—ANNUAL LEAVE LOADING

(1) An annual leave loading shall be included in the final payment of ordinary wages made in December of each year to employees who have become entitled to annual leave in accordance with this Agreement.

(2) Subject to the annual leave or vacation leave provisions in Parts I through to VI of this Agreement, the annual leave loading shall be 17.5 per cent of four weeks' wages at the rate of pay applicable at the time of payment.

(3) If an employee commences after the beginning of first term in a calendar year then the leave loading shall be paid, proportionate to the length of service in that year, in December of that year, provided that the employee's contract of employment is continuing into the next calendar year.

18.—PUBLIC HOLIDAYS

(1) The following days, or the days observed in lieu shall, subject to subclause (3) of this clause, be allowed as holidays without deduction of pay namely: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day.

(2) (a) When any of the days mentioned in the subclause (1) of this clause falls on a Saturday or a Sunday the holidays shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or a Monday the holiday shall be observed on the next succeeding Tuesday.

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

(b) When any of the days observed as a holiday under this clause falls on a day when a school employee (see Part IV—Clause 39.—Classifications of this Agreement) is rostered off duty and is a day that the employee would normally have worked and he/she has not been required to work on that day, he/she shall be paid as if the day was an ordinary working day, or if he/she agrees, be allowed a day's leave with pay in lieu of the holiday at a time mutually acceptable to the employer and the employee.

(3) An employee who, on a day observed as a holiday under this clause is required to work during his/her ordinary hours of work shall be paid for the time worked at the rate of 2.5 times their ordinary rate or, if he/she agrees, be paid for the time worked at the rate of time and one-half and in addition be allowed to take a day's leave with pay on a day mutually acceptable to the employer and the employee.

(4) The provisions of this clause shall not apply to casual employees.

19.—CASUAL EMPLOYEES

(1) A casual employee shall be engaged on an hourly contract of service with a minium payment of

(a) 2 hours; or

(b) 4 hours for school employees; or

(c) 1 day for an employee as defined in Clause 45.—Classifications of this Agreement.

(2) A casual employee shall be paid 20 per cent in addition to the rates prescribed for the work performed.

(3) A casual employee shall be paid for all work performed on any of the days prescribed in subclause (1) of Clause 18.—Public Holidays of this Agreement at the rate of double time and one-half.

(4) A casual employee is defined as an employee who is not employed on a regular basis and who is engaged by the employer for a period not exceeding four weeks in duration.

20.—PART-TIME EMPLOYEES

(1) Notwithstanding anything contained in this Agreement, employees may be regularly employed to work less hours per week or weeks per year than are prescribed in the applicable clauses of this Agreement, and such employees shall be remunerated at a weekly rate pro-rata to the rate prescribed for the classification of work on which they are engaged in the proportion which their hours of work bear to the Hours clause of this Agreement, for their classification and level of work.

(2) When an employee is employed under the provisions of this clause, he/she shall receive payment for annual/vacation leave, and sick leave on a pro-rata basis in the same proportion as the number of hours regularly worked each week bears to a full-time employee of the same classification.

21.—HIGHER DUTIES

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

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

22.—REST PAUSES AND MEAL BREAKS

(1) All employees shall be allowed a tea break of 10 minutes daily between the second and third hour from starting time each day. Such tea break shall be counted as time worked: provided that such employees responsible for supervising children continue such supervision during the said tea break.

(2) All employees shall be allowed a meal break of not less than 30 minutes nor more than one hour between the hours of 12.00 noon and 2.00pm. Such time shall not count as time worked.

(3) For employees classified in Part VI of this Agreement who are rostered on duty during meal times shall be entitled to a meal and shall be allowed sufficient time to have such meal.

23.—TRAVELLING AND MOTOR VEHICLE ALLOWANCES

(1) Where an employee is required and authorised to use his/her own motor vehicle in the course of his/her duties he/she shall be paid an allowance not less than that provided for in the schedules set out hereunder. Notwithstanding anything contained in this subclause the employer and the employee may make any other arrangement as to motor vehicle allowance not less favourable to the employee.

(2) Where an employee in the course of a journey travels through two or more of the separate areas, payment at the rates prescribed herein shall be made at the appropriate rate applicable to each of the separate areas traversed.

(3) A year for the purpose of this clause shall commence on the 1st day of July and end on the 30th day of June the next following year.

Rates of Hire for use of Employee's own Vehicle on Employer's Business

Schedule 1—Motor Vehicle Allowance

Rate per kilometre Area & Details	Engine Displacement (in cubic centimetres) Over 2600cc	1600cc-2600cc	1600cc & Under
Metropolitan Area	57.3	50.4	43.9
South West Land Division	58.8	51.7	45.1
North of 23.5 degrees South Latitude	65.1	58.0	50.4
Rest of the State	60.5	53.3	46.3

Motor vehicles with rotary engines are to be included in the 1600—2600cc category.

Schedule 2—Motor Cycle Allowances

	Rate c/km
All Areas of State	17.8

24.—LOCATION ALLOWANCES

(1) Subject to the provisions of this clause, in addition to the wages prescribed in this Agreement an employee shall be paid the following weekly allowances when employed in the towns described hereunder. Provided that where the wages are prescribed as fortnightly rates of pay, these allowances shall be shown as fortnightly allowances. These rates are subject to change from time to time in accordance with the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 1 of 1996.

Town	Married Persons allowance $ per week	Single Persons allowance $ per week
Balgo Hills	144.10	72.05
Boulder	13.00	6.50
Beagle Bay	130.20	65.10

Town	Married Persons allowance $ per week	Single Persons allowance $ per week
Billiluna	144.10	72.05
Broome	94.00	47.00
Carnarvon	40.40	20.20
Derby	98.00	49.00
Esperance	24.80	12.40
Gibb River	143.30	71.65
Kalgoorlie	13.00	6.50
Karratha	97.00	48.50
Kununurra	123.00	61.50
Lake Gregory	144.10	72.05
Lombadina	130.20	65.10
Port Hedland	90.60	45.30
Red Hill	115.80	57.90
Ringer Soak	144.10	72.05
Southern Cross	23.80	11.90
Tardun	17.40	8.70
Turkey Creek	130.20	65.10
Wyndham	120.00	60.00

(2) Except as provided in subclause (3) of this clause, an employee who has a dependant shall be paid double the allowance prescribed in subclause (1) of this clause.

(3) Where an employee

(a) is provided with board and lodging by his/her employer, free of charge; or

(b) is provided with an allowance in lieu of board and lodging such employee shall be paid 66 and two-third per cent of the allowances prescribed in subclause (1) of this clause.

(4) Subject to subclause (2) of this clause, junior employees, casual employees, part-time employees, apprentices receiving less than adult rate and employees employed for less than a full week shall receive that proportion of the location allowance as equates with the proportion that their wage for ordinary hours that week is to the adult rate for the work performed.

(5) Where an employee is on annual leave or receives payment in lieu of annual leave he/she shall be paid for the period of such leave the location allowance to which he/she would ordinarily be entitled.

(6) Where an employee is on long service leave or other approved leave with pay (other than annual leave) he/she shall only be paid location allowance for the period of such leave he/she remains in the location in which he/she is employed.

(7) (a) For the purpose of this clause "dependent" shall take on the definition as described by the Australian Taxation Office for such purposes.

(b) The income used as a dependency test shall be adjusted on 30 June each year in accordance with variations to the taxable limit for earnings for the dependent spouse rebate.

(8) Subject to the making of a General Order pursuant to section 50 of the Act, that part of each location allowance representing prices shall be varied from the beginning of the first pay period commencing on or after the 1st day of July of each year in accordance with the annual percentage change in the Consumer Price Index (excluding housing), for Perth measured to the end of the immediately preceding March quarter, the calculation to be taken to the nearest ten cents.

25.—SUPERANNUATION

(1) Employer Contributions

(a) An employer shall contribute to superannuation for each employee in accordance with federal legislation to one of the following approved superannuation funds—

(i) CONCEPT ONE—superannuation plan which was established and is governed by a trust deed and rules dated 23 September 1986, as amended; and

(ii) an exempted fund allowed by subclause (3) of this clause.

(b) Employer contributions shall be paid at least monthly for each week of service that the eligible employee completes with the employer.

(c) "Ordinary Time Earnings" means the salary or other remuneration periodically received by the employee in respect to the time worked in ordinary hours and/or any other rate paid for all purposes of this agreement to which the employee is entitled for ordinary hours of work.

(2) Fund Membership

(a) "Eligible Employee" shall mean a full-time or part-time employee who earns more than $450.00 per month.

(b) An employee shall not be eligible to join the fund until he/she has completed one month's satisfactory service. On completion of this period the employee shall be entitled to the appropriate employer contribution, from the date of the employee's commencement.

(3) Exemption

Exemptions from the requirements of this clause shall apply to an employer who at the date of this Agreement—

(a) was contributing to a superannuation fund, in accordance with an order of an industrial tribunal; or

(b) was contributing to a superannuation fund in accordance with an order, award or an agreement of an industrial tribunal, for a majority of employees and makes payment for employees covered by this Agreement in accordance with that order, award or agreement; or

(c) subject to notification to the Union, was contributing to a superannuation fund for employees covered by this Agreement where such payments are not made pursuant to an order of an industrial tribunal;

(d) was not contributing to a superannuation fund for employees covered by this Agreement; and

(i) written notice of the proposed alternative superannuation fund is given to the Union; and

(ii) contributions and benefits of the proposed alternative superannuation fund are no less than those provided by this clause; and

(iii) within one month of the notice prescribed in subparagraph (d)(i) of this subclause being given, the Union has not challenged the suitability of the proposed fund by notifying the Western Australian Industrial Relations Commission of a dispute.

(4) The employer shall provide such facilities as is appropriate to ensure that all employees are adequately informed of the provisions of the superannuation funds available.

26.—PAYMENT OF WAGES

(1) Wages shall be paid fortnightly or monthly.

(2) Accompanying each payment of wages shall be a pay advice slip to be retained by the employee. On this slip the employer shall clearly detail the employee's name, hourly rate, overtime, penalties, allowances, gross wage, deductions broken down to—

(a) taxation; and

(b) other

and the net wage.

(3) On termination of employment the employer shall pay to the employee all moneys payable to that employee before the employee leaves the premises or the same shall be forwarded to the employee by post on the following day.

27.—TIME AND WAGES RECORD

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

(a) Name of each employee.

(b) The nature of their work.

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

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

(e) The age of each junior employee.

Any system of automatic recording by machines shall be deemed to comply with this provision to the extent of the information recorded.

(2) The salary records shall be open for inspection by a duly accredited official of the Union during the usual office hours at the employer's office and the official may be allowed to take extracts therefrom.

(3) The employer may refuse the representative access to the records if—

(a) the employer is of the opinion that access to the records by the representative of the organisation would infringe the privacy of persons who are not members of the organisation; and

(b) the employer undertakes to produce the records to an Industrial Inspector within 48 hours of being notified of the requirement to inspect by the representative.

(4) The power of inspection may only be exercised by a representative of an organisation of employees authorised for the purpose in accordance with the rules of the organisation.

(5) Before exercising a power of inspection, the representative shall give reasonable notice of not less than 24 hours to an employer.

28.—RIGHT OF ACCESS, NOTICES AND INTERVIEWS

(1) Material approved by the Union will be displayed on a notice board or a mutually agreed location, which is easily accessible by employees.

(2) Every employee shall be provided with access to a copy of this Agreement by the employer.

(3) The Secretary of the Union or authorised representative will, on prior notification to the employer, have the right to enter the employer's premises during working hours, including meal breaks for the purpose of distributing information and or discussing with employees covered by this Agreement, the legitimate business of the Union and or for the purposes of investigating complaints concerning the application of this Agreement, but shall in no way unduly interfere with the work of the employees.

29.—DISPUTE SETTLING PROCEDURES

(1) The principles of conciliation and direct negotiation shall be adopted for the purpose of prevention and settlement of any questions, disputes or difficulties that may arise.

(2) The parties to the dispute shall take an early and active part in discussion and negotiation aimed at preventing or settling questions, disputes or difficulties in accordance with the agreed procedures set out hereunder.

(3) The provisions of this clause shall not preclude an employee from discussing any grievance with a Union representative or a representative of their choice as he/she deems fit. Neither shall the provisions of this clause pre-empt, limit or delay the right of the Union to enter into direct negotiations with the employer to resolve matters in dispute or to address matters of mutual concern.

(4) Procedure of Settlement of Disputes

(a) The employee and the employee's supervisor shall confer, identify the facts and where possible, resolve the issue.

(b) If not resolved, the employee and the employer shall confer and, where possible, resolve the issues.

(c) If not resolved, the parties to the dispute may confer with the parties to this Agreement on this matter, and where possible, resolve the issue.

(d) If the matter is still not settled, it may be referred to the Western Australian Industrial Relations Commission for conciliation/arbitration.

(5) Until the matter is resolved in accordance with the above procedure, the status quo shall remain. While the above procedure is being followed, no party shall be prejudiced as to the final settlement by the continuation of work in accordance with this procedure.

(6) It is acknowledged that if the dispute relates to an alleged ambiguity or uncertainty in this Agreement any party may at any time apply for variation of the Agreement to eliminate the alleged uncertainty or ambiguity.

PART III

TEACHER'S AIDES' / TEACHING ASSISTANTS

30.—HOURS

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

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

31.—WAGES

(1) The rate of wage payable to employees engaged in the classifications prescribed in Clause 32.—Classifications of this Agreement after the 22nd day of May 1997 shall be—

Step	Hourly Rate		Annual Rate	
	$	7.2%	$	7.2%
Step 1	10.04	10.76	17,020.00	18,245.44
Step 2	10.23	10.97	17,342.00	18,590.51
Step 3	10.43	11.18	17,681.00	18,954.03
Step 4	10.67	11.43	18,088.00	19,390.34
Step 5	10.96	11.75	18,580.00	19,917.76
Step 6	11.33	12.15	19,207.00	20,589.90
Step 7	11.64	12.48	19,732.00	21,152.70
Step 8	11.71	12.55	19,851.00	21,280.27
Step 9	12.02	12.89	20,377.00	21,844.14
Step 10	12.32	13.21	20,885.00	22,388.72
Step 11	12.51	13.41	21,207.00	22,733.90
Step 12	12.65	13.56	21,445.00	22,989.04
Step 13	13.25	14.20	22,469.00	24,086.77
Step 14	13.86	14.86	23,493.00	25,184.50
Step 15	14.46	15.50	24,519.00	26,284.37

Progression through the wages scale shall be by annual increment.

(2) A Teachers' Aide left in charge of pupils for a full session shall be paid at his/her ordinary rate plus 10 per cent for the period for which they are left in charge, provided that, if the period for which the employee is left in charge exceeds three days, they shall be paid at the ordinary rate plus 20 per cent for the whole period for which they are in charge, except where provided for in the Catholic Education Office Aboriginal Teaching Assistants Manual.

(3) (a) Child Care Workers	$ (per hour)	7.2%
First year of experience	11.82	12.67
Second year of experience	13.00	13.94
Third year of experience	13.63	14.61
Fourth year of experience	14.26	15.29
Fifth year of experience	14.90	15.97

(b) An employee left in charge of pupils for a full session or more shall be paid no less than the rate applicable to a child care worker in their fifth year of employment for the whole period they are in charge, except where provided for in the Catholic Education Office Aboriginal Teaching Assistants Manual.

(4) An employee who has had previous experience relevant to employment covered by this Agreement may have that experience taken into account in determining the "year of employment" at which an employee is appointed and paid.

(5) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the employee into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being an employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

32.—CLASSIFICATIONS

Level One

Teachers' Aides in Primary Schools, Pre-Primary Schools or Pre-schools, Teaching Assistants, Home Economic Assistants, Physical Education Assistants.

Aboriginal Teaching Assistants.

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

Enter Step 1
Exit Step 5

Level Two

Aboriginal Teaching Assistants in secondary schools.

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

Enter Step 6
Exit Step 7

Aboriginal Teaching Assistants in Primary schools who have completed the Certificate of Educational Practice or equivalent accredited course.

Step 7

Level Three

Aboriginal Teaching Assistants in secondary schools who have completed the Certificate of Educational Practice.

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

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

Aboriginal Teaching Assistants on satisfactory completion of Certificate III in Education (Aboriginal & Torres Strait Islander)

Enter Step 8
Exit Step 10

Level Four

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

Teaching Assistants who have completed Certificate IV in Education (Aboriginal and Torres Strait Islander) or Certificate in Community Teaching as specified in the Aboriginal Teaching Assistants Programme Manual.

Step 11

Employees who have completed the Child Care Certificate, Diploma of Children Services (0-5 yrs), National Nursery Examination Board Certificate or other equivalent qualifications as agreed between the Union and the employer.

Aboriginal Teaching Assistants on satisfactory completion of the second year of Aboriginal Teachers' Training Course.

Teaching Assistants who have completed the Diploma in Education (Aboriginal and Torres Strait Islander) or the Associate Diploma in Community Teaching or one year of Bachelor of Arts (Education) as specified in the Aboriginal Teaching Assistants Manual.

Teachers' Assistants who have completed the Advanced Teacher Aide Certificate Special Needs.

Step 12

Level Five

Aboriginal Teaching Assistants who have completed a Diploma in Education (Aboriginal and Torres Strait Islander) or the Associate Diploma in Education (Community Teaching) and are working in specified schools as Community Teaching Associates.

Enter Step 13
Exit Step 15

33.—VACATION LEAVE

(1) Except as hereinafter provided an employee shall be allowed the holidays granted by the school in which he/she is employed, including term and Christmas vacations, without deduction of pay.

(2) Subject to the provisions of subclause (3) of this clause, each employee shall be paid his/her ordinary wages for any day on which he/she is relieved of the obligation to present himself/herself for work.

(3) An employee who is employed to work less than the full school year shall be entitled to payment at the ordinary rate of pay for or in lieu of the term and Christmas vacation periods related to that school year on the basis of one week's pay for each four weeks which the employee was employed to actually work in the school.

PART IV

SCHOOL EMPLOYEES

34.—HOURS

(1) Subject to this Agreement, the ordinary working hours for full-time employees shall be an average of 38 hours per week, to be worked in not more than 40 hours in any week, or eight in any day and shall be worked on any five days of the week.

(2) Subject to Clause 36.—Overtime of this Agreement, the spread of shift in any one day shall not exceed 12 and a ½ hours.

(3) In addition to meal breaks, there may be one break of at least two hours in each shift for kitchen and dining room employees.

(4) As the means of working a 38 hour week, a full-time employee who works 40 hours per week, shall be entitled to payment including shift and weekend penalties for the following days on which the employee shall not be required to attend for work—

(a) Three agreed days during the first school term vacation in each year.

(b) Two agreed days during each of the other school term vacations.

(c) Five agreed days during the Christmas vacation.

(5) In lieu of the provisions of subclause (4) of this clause and notwithstanding other provisions of this Agreement and by agreement between an employer and a majority of employees covered by this Agreement at a workplace, as a means of working a 38 hour week the following may apply—

(a) with at least seven days' notice to the Union by the employer, the hours of work may be arranged so that an employee works 76 hours over nine days each fortnight with the tenth day off on full pay; or

(b) with at least seven days' notice to the Union by the employer, the hours of work may be arranged so that an employee works 152 hours over 19 days in each four week period with one day off on full pay in conjunction with other day(s) off work; or

(c) by agreement with the Union, the hours of work may be arranged so as to provide any other form of implementation of a 38 hour week.

(6) (a) A part-time employee shall be given payment for the days referred to in subclauses (4) and (5) of this clause in the proportion that the hours worked each week bear to 40. A part-time employee shall be granted the days referred to in subclauses (4) and (5) of this clause in the proportion that the number of days worked each week bears to five.

(b) By agreement in writing between the employer and the employee, a part-time employee who works 30 hours per week or less may be paid for all hours worked at the 38 hour week rate in lieu of payment for the days prescribed in subclauses (4) and (5) of this clause.

(7) Subject to the provisions of subclause (4) of this clause, during the school vacation periods the employer shall be relieved of the obligation to provide work and the employee shall not be entitled to the payment of wages in respect of any such period during which no work is performed other than any period during which the employee is on annual leave or a public holiday where the public holiday falls on a day on which the employee would normally be employed to work. Provided that the maximum period covered by this subclause shall be four weeks (20 days) in any one year.

35.—ROSTERS

(1) A roster of the working hours shall be exhibited in the office of each school/college and in such other place as it may be conveniently and readily seen by each employee concerned.

(2) Such roster shall show—

(a) the name of each employee; and

(b) the hours to be worked by each employee each day and the breaks in shifts to be taken.

(3) (a) The roster in the office shall be open for inspection by a duly accredited representative of the Union at such times and place as the record book is so open for inspection.

(b) A duly accredited representative of the Union shall be permitted to inspect the roster available to the employees not more than once in any week during the times the record book is so open for inspection.

(4) Such roster shall be drawn up in such manner as to show the hours of each employee for one week in advance of the date of the roster, and may only be altered on account of the sickness or absence of an employee, or on account of any contingency that the employer could not reasonably foresee, or due to private arrangement between the employees themselves.

36.—OVERTIME

(1) All work done outside the daily spread of hours provided in Clause 34.—Hours of this Agreement, or beyond eight hours in any one day or beyond 40 hours in any one week shall be deemed overtime.

(2) Overtime shall be paid for at the rate of time and one-half for the first two hours and double time thereafter provided that all overtime worked on Saturday and Sunday shall be paid for at the rate of double time.

(3) All work performed by any employee on his/her rostered days off or on days worked in excess of those provided in Clause 34.—Hours of this Agreement, shall be paid for at the rate of double time except where such day is a public holiday when double time and one-half shall be paid.

(4) Any employee recalled to work after his/her normal hours of duty shall be paid for a minimum of three hours at overtime rates and for all reasonable expenses incurred in returning to work.

37.—WEEKEND WORK

(1) All ordinary hours of work performed between midnight on Friday and midnight on Sunday shall be paid for at the rate of time and one-half.

(2) General Conditions

(a) Junior employees may be employed in the proportion of one junior to every two or fraction of two not being less than one adult employee employed in the same occupation, provided that this ratio may be altered by written agreement between the Union and the employee concerned.

(b) Senior employees other than the Head Groundsperson and leading hands appointed as such by the employer to be in charge of three or more other employees shall be paid $16.50 per week in addition to the rates prescribed herein.

(3) For all work done on any day after a break referred to in subclause (3) of Clause 34.—Hours of this Agreement, the employee shall be paid an allowance of $1.06 per hour for each such hour worked.

(4) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the employee into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being an employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

38.—WAGES

(1) The minimum weekly rates of wage payable from the beginning of the first pay period commencing on or after the 22nd day of May 1997 shall be—

	Minimum Hourly Rate $	7.2%	Minimum Annual Rate $	7.2%
Level 1				
Cleaner	10.22	10.96	20,269.37	21,728.81
Level 2				
Domestic employees including—Kitchen Attendant/Canteen Assistant House Attendant Dining Attendant Laundry Attendant Sewing Attendant	10.40	11.14	20,618.84	22,103.32
Level 3				
Cooks (Other)	10.51	11.27	20,837.92	22,338.04
Level 4				
Groundsperson	10.73	11.50	21,270.84	22,802.26
Level 5				
First Cook Grade 1 or Cook working alone Groundsperson / Handyperson Grade 1 Sewing Supervisor	10.95	11.74	21,708.99	23,272.22
Level 6				
Groundsperson / Handyperson, Grade 2 First Cook, Grade 2	11.17	11.98	22,141.92	23,735.92
Level 7				
Senior Groundsperson/ Handy person Tradesperson Cook	11.61	12.45	23,012.99	24,670.11
Level 8				
Head Groundsperson	13.81	14.80	27,363.13	29,333.21

(2) Junior Employees: Junior employees shall receive the following percentages of the adult rate for the class of work on which they are engaged.

	%
Under 16 years of age	60
16 to 17 years of age	70
17 to 18 years of age	80

(3) General Conditions

(a) Junior employees may be employed in the proportion of one junior to every two or fraction of two not being less than one adult employee employed in the same occupation, provided that this ratio may be altered by written agreement between the Union and the employer concerned.

(b) Senior employees other than the Head Groundsperson and leading hands appointed as such by the employer to be in charge of three or more other employees shall be paid $16.50 per week in addition to the rates prescribed herein.

(4) For all work done on any day after a break referred to in subclause (3) of Clause 34.—Hours of this Agreement, the employee shall be paid an allowance of $1.06 per hour for each such hour worked.

(5) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the employee into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

39.—CLASSIFICATIONS

Head Groundsperson: Shall mean a person in charge of the grounds of a large school who would be responsible for the supervision of all grounds staff. The person would have qualifications and/or experience in horticulture, preparation of turf wickets and lawn tennis courts, and could have the responsibility for a full size swimming pool.

Senior Groundsperson/Handyperson: Shall mean a person in charge of the grounds of a small school or section of a large school and who has completed an apprenticeship in horticulture or other relevant horticultural qualifications or who has substantial relevant experience within the horticultural or related industries to such an extent as would justify Grade 2 status. This person's duties would also consist of maintenance and minor repairs to external and internal fitments, equipment or outdoor furniture. Would have at least one full-time equivalent groundsperson under supervision. The senior groundsperson/handyperson could have responsibility for the maintenance of a swimming pool and lawn tennis courts, or equivalent levels of responsibility.

Groundsperson/Handyperson (Grade 2): Shall mean a person whose principal duties include tending a garden and grounds. This person's duties would also consist of maintenance and minor repairs to external and internal fitments, equipment or outdoor furniture. This person would work alone in a small school.

Groundsperson/Handyperson (Grade 1): Shall mean a person whose principal duties include tending a garden and grounds or part of a garden and grounds. This person's duties would also consist of maintenance and minor repairs to external and internal fitments, equipment or outdoor furniture. This person would work under the supervision.

Groundsperson: Shall mean an employee whose principal duties shall consist of tending a garden and grounds, working under supervision or working in a small school under the direction of the principal or bursar.

First Cook (Grade 2): Shall mean a person who is appointed as the senior cook in a school, who holds formal qualifications in cooking/catering or who has substantial relevant experience within the catering or related industries to such an extent as would justify Grade 2 status. A person without qualification would normally require a minimum of five years' experience to justify such status. This person could be required to supervise other staff and assist with the ordering of catering supplies.

First Cook (Grade 1): Shall mean a person appointed as First Cook or Cook Working Alone who does not have the qualifications or equivalent experience required for classification of First Cook (Grade 2).

Tradesperson Cook: Shall mean a First Cook, Grade 2 who has completed an apprenticeship in cooking, baking or pastry cooking.

40.—UNIFORMS

Where an employee is required by the employer to wear special clothing, such clothing shall be provided and laundered by the employer at his/her expense. Provided that alternative arrangements in respect of the supply and laundering of clothing may be made by agreement between an employer and the Union.

41.—PROTECTIVE CLOTHING

(1) Where employees are required to work in water they shall be supplied with rubber boots.

(2) Employees required to clean toilets, use acids, wash dishes, handle detergents, acids, soaps or injurious substances shall be provided with rubber gloves.

(3) Where the conditions of work are such that employees are unable to avoid their clothing becoming wet or dirty, they shall be supplied with suitable protective clothing free of charge by the employer.

(4) Where suitable protective clothing is supplied by the employer to an employee such clothing and footwear shall remain the property of the employer.

PART V

ADMINISTRATIVE AND TECHNICAL OFFICERS

42.—HOURS

(1) The ordinary hours of duty for a full-time employee shall be 37.5 hours per week Monday to Friday inclusive and the hours of duty per day shall be fixed by agreement between the employee and the employer. A full-time employee works a minimum of 40 weeks per year.

(2) In the absence of any agreement reached in accordance with subclause (1) of this clause, the following hours of duty shall apply—

The ordinary hours of duty shall not exceed 37.5 hours per week and shall be worked on Monday to Friday, between the hours of 8.00am and 5.00pm.

(3) The employee shall be allowed a meal break of not less than thirty minutes, nor more than one hour, to be taken between the hours of twelve noon and 2.00pm.

(4) All time worked at the direction of the employer before the usual starting time or after the usual finishing time, or beyond 7.5 hours in any one day, or outside the spread of hours as prescribed under subclause (1) or (2) of this clause, shall be deemed overtime and shall, at the discretion of the employee, be paid for at the employee's ordinary rate of pay or be given paid time off in lieu equivalent to the time worked. The time in lieu taken in accordance with this subclause shall be at such time as is agreed between the employee and the employer.

(5) During the school vacation periods or any part thereof during which an employee cannot be usefully employed, the employer shall be relieved of the obligation to provide work and the employee shall not be entitled to the payment of salary in respect of any such period during which no work is performed other than any period during which the employee is on annual leave or a public holiday where the public holiday falls on a day on which the employee would normally be employed to work. Provided that the maximum period covered by this subclause shall be eight weeks in any one year.

43.—ANNUAL LEAVE

(1) An employee who has completed 12 months' continuous service or who has been employed for a minimum of 40 weeks in a calendar year shall be entitled to a minimum of 4 weeks' paid annual leave.

(2) All time for which the school is closed due to vacation leave shall count for the purpose of determining an employee's right to payment under this clause.

(3) Leave may be taken at a time agreed to between the employer and the employee.

(4) If after four weeks' continuous service in any qualifying period an employee lawfully leaves his/her employment or his/her employment is terminated by the employer through no fault of the employee, the employee shall be paid salary in lieu of annual leave proportionate to their length of service calculated to the nearest completed week of service.

(5) If an employee's commencement is after 1 January, then, by agreement between the employer and the employee, the employee may be granted pro-rata annual leave to the end of the calendar year. Subsequent years of employment can commence on 1 January.

(6) If any award holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there shall be added to that period one day, being an ordinary working day, for each such holiday observed as aforesaid.

44.—SALARIES

(1) (a) The minimum annual salary, according to classification and experience, payable to an employee after the 22nd day of May 1997 shall be—

SALARY LEVEL	TOTAL SALARY $ Per Annum	7.2%
LEVEL 1	19,751	21,173.07
	20,001	21,441.07
	20,251	21,709.07
	20,501	21,977.07
	20,751	22,245.07
	21,001	22,513.07
LEVEL 2	21,751	23,317.07
	22,251	23,853.07
	22,751	24,389.07
	23,251	24,925.07
	23,751	25,461.07
	24,251	25,997.07
LEVEL 3	25,251	27,069.07
	25,851	27,712.27
	26,451	28,355.47
	27,051	28,998.67
	27,651	29,641.87
	28,251	30,285.07
LEVEL 4	26,751	28,677.07
	27,751	29,749.07
	28,751	30,821.07
	29,751	31,893.07
	30,751	32,965.07
	31,751	34,037.07

(b) On appointment an employee shall be placed at the appropriate salary level according to full-time experience and the classifications as prescribed in Clause 45.—Classifications of this Agreement.

(c) On application by the employee and by agreement with the employer, salary may be deemed to include an amount

which is paid on behalf of the employee into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being an employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

(d) An employee appointed to a salary rate shall proceed by annual increments to the maximum of that classification level.

(e) If during progression through the salary steps, and within an appropriate time frame prior to the employee's next annual increment, the employer considers such increment to be inappropriate due to work performance and as such does not recommend or authorise further progression, then the employer shall state the reasons in writing to the employee concerned.

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

(ii) If the improvement required is achieved, then the employee shall then proceed to his/her appropriate salary level.

(f) An employee shall only progress from one level to another in accordance with the provisions as prescribed in Clause 45.—Classifications of this Agreement.

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

(h) For the purposes of determing weekly or fortnightly salary, the annual salaries as prescribed in subclause (1) of this clause, shall be divided by 52.16 or 26.08 respectively.

(i) Where the conditions of employment of any employee are subject to the provisions of subclause (5) of Clause 42.—Hours of this Agreement, salary shall be averaged over the period of a full year.

(2) Junior Classification

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

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

45.—CLASSIFICATIONS

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

(1) Level 1.

(a) An employee at this level requires no prior experience or formal qualifications in the performance of the job and works under direct supervision.

(b) Examples of positions which may appropriately be classified as Level 1—

General clerical assistant, switchboard operator, word processing operator, data entry operator, laboratory attendant, school secretary and any assistant employed within the terms of Clause 4.—Scope of the *Independent Schools Administrative and Technical Officers Award 1993*.

(2) Level 2.

(a) An employee at this level performs duties under general supervision, may have acquired some relevant qualifications and is competent in the performance of tasks associated within Level 1 positions.

(b) Examples of positions which may appropriately be classified as Level 2, in addition to those prescribed for Level 1, are as follows—

Library assistant, laboratory assistant, accounts clerk, word processing operator, data process operator, secretarial duties, receptionist/switchboard operator and school secretary.

(3) Level 3.

(a) An employee at this level works as a competent skilled autonomous employee and has knowledge, skills and demonstrated capacity to undertake complex tasks. The employee is likely to have TAFE/TERTIARY or equivalent qualifications.

(b) Examples of positions which may appropriately be classified as Level 3—

Technician employed in the audio visual, computer, media, library or laboratory departments and/or any other technician employed in the school, secretary, bookkeeper, computer system supervisor, senior clerk or senior computer operator, accounts, records and school secretary.

(4) Level 4.

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

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

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

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

PART VI

(BOARDING HOUSE) SUPERVISORS

46.—HOURS

(1) Subject to this Agreement, the working days and hours of duty shall be determined by written agreement between the employer, the employee and the Union.

(2) In the event of no agreement being reached in regard to hours of duty then the matter may be referred to the Western Australian Industrial Relations Commission for determination.

47.—ROSTERS

(1) The hours of duty for each employee shall be set out in a roster which shall contain the following details—

(a) the name of the employee/s;

(b) the starting and finishing times of each employee's shift, including any breaks which may be required during such shift;

(c) the day/s on which each employee is off duty.

(2) Such rosters shall be drawn up and posted one week in advance and may only be altered by agreement between the employer and the employee concerned.

(3) Where agreement cannot be reached, pursuant to subclause (2) of this clause, the employer may change the roster provided that not less than twelve hours' notice of such change is given to any employee so affected.

48.—VACATION LEAVE

(1) Except as hereinafter provided, an employee shall be allowed the holidays granted by the school in which they are employed, including term and Christmas vacations, without deductions of pay. An employee may be required for duty prior to the beginning of each term and following the end of each term for the purposes of preparing for the opening and/or closure of the boarding house.

(2) If after four weeks' continuous service in any calendar year an employee lawfully terminates employment or such employment is terminated by the employer through no fault of the employee, the employee shall be paid salary in lieu of vacation leave proportionate to the length of service. Provided that an employee who was actually engaged for all school terms in that calendar year shall be entitled to be paid for the whole of the vacation period of that year.

(3) Where an employee has been paid for leave which at the time of termination has not been fully accrued, the employer may deduct from any monies owed, that portion to which the employee is not entitled. Where the employment of an employee is terminated by the employer prior to the attainment of the accrued vacation leave, then the provisions of this subclause shall not apply.

(4) At any time in respect of which an employee is absent from work except time for which the employee is entitled to claim sick leave or leave provided for in the terms of this

Agreement, shall not count for the purpose of determining the rights to vacation leave.

49.—SALARIES

(1) The minimum annual salary payable to employees after the 22nd day of May 1997 shall be as follows—

(a) Supervisor—

SALARY LEVEL	TOTAL SALARY $ Per Annum	7.2%
1st year of experience	19,957	21,393.90
2nd year of experience	20,726	22,218.27
3rd year of experience	21,751	23,317.07
4th year of experience	22,776	24,415.87
5th year of experience	23,801	25,514.67
6th year of experience	24,826	26,613.47

(b) Senior Supervisor—

1st year of experience	26,364	28,262.20
Thereafter	27,901	29,909.87

(c) Houseparent—

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

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

(3) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the employee into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being an employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

50.—CLASSIFICATIONS

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

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

(3) "Relief Supervisor"—shall mean an employee employed as per the boarding house roster for a period no exceeding four weeks.

(4) "Senior Supervisor"—shall mean any employee who is responsible for the overall supervision of the boarding house.

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

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

51.—LODGING CONDITIONS

(1) Lodging facilities are to be provided free of charge for any employee required to sleep over in a boarding house.

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

52.—GENERAL CONDITIONS

The employer shall make provision for the following—

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

(2) Access by employees to telephone facilities for emergency use.

PART VII

NURSES

53.—TIME OFF DUTY

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

54.—VACATION LEAVE

(1) Except as hereinafter provided, an employee shall be allowed the leave granted by the school in which he/she is employed without deduction of pay: Provided that such leave shall be not less than six weeks during Christmas vacation nor ten days during each of the term vacations.

(2) If after one month's continuous service in any qualifying twelve monthly period an employee terminates his/her employment or his/her employment is terminated by the employer through no fault of the employee, the employee shall be paid for such proportion of vacation leave as the number of completed months of his/her service in that qualifying period bears to the full qualifying period of twelve months.

(3) Any time in respect of which an employee is absent from work except time for which he/she is entitled to claim sick leave or time spent on school holidays or vacation leave as prescribed by this clause shall not count for the purpose of determing his/her rights to paid leave.

(4) An employee who is justifiably dismissed for misconduct shall not be entitled to the benefits of the provisions of this clause.

(5) No employee shall, during any period when he/she is on leave engage in any employment for hire or reward in substitution for the employment from which he/she is on leave, and if an employee breaches this provision he/she shall thereupon forfeit his/her right of leave upon which he/she has entered, and the employer shall be entitled to withhold any further payment in respect of the period and to reclaim payments already made on account of such period of leave.

(6) This clause shall not apply to casual employees.

55.—WAGES

(1) The minimum rate of wages payable to employees covered by this Agreement after the 22nd day of May 1997 shall be as follows—

	HOURLY RATE		TOTAL RATE		ANNUAL RATE
		7.2%	$ Per Week	7.2%	$
1st Year	12.83	13.75	487.60	522.70	27,264.03
2nd Year	13.45	14.41	511.10	547.89	28,577.94
3rd Year	14.07	15.08	534.70	573.19	29,897.59
4th Year	14.69	15.74	558.30	598.49	31,217.23
5th Year	15.31	16.41	581.90	623.79	32,536.88
6th Year	15.93	17.07	605.50	649.09	33,856.53
7th Year	16.55	17.74	629.00	674.28	35,170.44
8th Year	17.17	18.40	652.60	699.58	36,490.09

(2) Progression through the abovementioned scale shall be by annual increments.

(3) Where an employee is appointed to the position of Nurse, previous relevant nursing experience in an independent school or at a similar level, shall be taken into account in determining the appropriate incremental level. Experience shall include time spent in relevant post basic courses.

(4) Nurse shall mean one who is registered or entitled to be registered as a general trained nurse in Western Australia under the *Nurses Act, 1968—1980.*

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

(6) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the nurse into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being an employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

56.—LAUNDRY AND UNIFORMS

(1) Where an employee is required by the employer to wear a special uniform, sufficient uniforms shall be provided at the

employer's expense. In lieu of providing uniforms, the employer shall pay an allowance of $4.70 per week to the employee.

(2) Uniforms shall be a laundered free of cost to employees. Where the uniforms of an employee cannot be laundered by the school an allowance of $1.50 per week shall be paid to the employee.

(3) For the purpose of this paragraph a uniform shall be deemed to be "required" unless the employer advises the employee that the wearing of uniforms is not a condition of employment.

57.—BOARD AND LODGING

(1) The charge for full board and lodging provided to an employee by the employer shall be $9.00 per night.

(2) Where the employer provides meals only to an employee the following charges shall apply—

	$
Lunch and dinner	3.50
Breakfast	2.00

(3) An accredited representative of The Australian Nursing Federation, Industrial Union of Workers, Perth, shall be entitled to inspect such food and accommodation at reasonable times.

(4) An employee shall not be charged for board and lodging when absent from the school for more than one day on annual leave, sick leave, long service or leave without pay.

(5) By agreement with the employee the amounts prescribed in subclauses (1) and (2) of this clause may be deducted from the salary of the employee.

(6) Future increases in board and lodging charges shall be adjusted in accordance with increases awarded under the current principles of wage fixation.

APPENDIX A

PARTIES BOUND

Employer Party	
Congregation of the Missionary Oblates of the Most Holy and Immaculate Virgin Mary	Gladys Road Lesmurdie WA 6076
Union Parties	
Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch	61 Thomas Street Subiaco WA 6008
The Australian Nursing Federation, Industrial Union of Workers Perth	Level 2 322 Hay Street Subiaco WA 6008
The Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers	143 Edward Street East Perth WA 6004

APPENDIX B

AWARDS

Independent Schools Administrative and Technical Officers Award 1993, No. A 15 of 1991

Independent Schools (Boarding House) Supervisory Staff Award, No. A 9 of 1990

Nurses' (Independent Schools) Award, No. 21B of 1962

School Employees (Independent Day & Boarding Schools) Award, 1980, No. R7 of 1979

Teachers' Aides' (Independent Schools) Award 1988, No. A27 of 1987

ENDORSEMENTS

Signed for and on behalf of—	
The Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers	T. Howe
The Australian Nursing Federation, Industrial Union of Workers, Perth	H.G. Atrill
Australian Liquor, Hospitality and iscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch	H. Creed
Congregation of the Missionary Oblates of the Most Holy and Immaculate Virgin Mary	P. Daly

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CONGREGATION OF THE PRESENTATION SISTERS WA INC NON-TEACHING STAFF ENTERPRISE BARGAINING AGREEMENT 1997.

No. AG 309 of 1997.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Congregation of Presentation Sisters WA Inc

and

The Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch and Others.

No. AG 309 of 1997.

Congregation of The Presentation Sisters WA Inc Non-Teaching Staff Enterprise Bargaining Agreement 1997.

15 December 1997.

Order.

HAVING heard Ms A.M. Britto on behalf of the applicant and Ms D. MacTiernan on behalf of the Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch, Mr A. Dzieciol on behalf of the Australian Nursing Federation, Industrial Union of Workers, Perth and Ms T.I. Howe on behalf of the Independent Schools Salaried Officers Association of Western Australia, Industrial Union of Workers, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1997, hereby orders—

THAT the Institute of The Sisters of Mercy Perth (Amalgamated) Inc Non-Teaching Staff Enterprise Bargaining Agreement 1997 filed in the Commission on the 31st day of October 1997 and as subsequently amended by the parties be registered on and from the 5th day of December 1997.

(Sgd.) A.R. BEECH,
[L.S.] Commissioner.

Schedule.

PART I

PARAMETERS

1.—TITLE

This Agreement shall be known as the "Congregation of The Presentation Sisters WA Inc Non-Teaching Staff Enterprise Bargaining Agreement 1997".

2.—ARRANGEMENT

Part I Parameters

1. Title
2. Arrangement
3. Term
4. Parties To The Agreement
5. Scope
6. Definitions
7. Objectives
8. No Reduction
9. No Extra Claims

Part II General Conditions of Service
10. Contract of Service
11. Other Leave
12. Leave Without Pay
13. Sick Leave
14. Family Leave
15. Parental Leave
16. Long Service Leave
17. Annual Leave Loading
18. Public Holidays
19. Casual Employees
20. Part-Time Employees
21. Higher Duties
22. Rest Pauses and Meal Breaks
23. Travelling and Motor Vehicle Allowances
24. Location Allowances
25. Superannuation
26. Payment of Wages
27. Time And Wages Record
28. Right of Access, Notices and Interviews
29. Dispute Settling Procedures
Part III Teacher's Aides' / Teaching Assistants
30. Hours
31. Wages
32. Classifications
33. Vacation Leave
Part IV School Employees
34. Hours
35. Rosters
36. Overtime
37. Weekend Work
38. Wages
39. Classifications
40. Uniforms
41. Protective Clothing
Part V Administrative and Technical Officers
42. Hours
43. Annual Leave
44. Salaries
45. Classifications
Part VI (Boarding House) Supervisors
46. Hours
47. Rosters
48. Vacation Leave
49. Salaries
50. Classifications
51. Lodging Conditions
52. General Conditions
Part VII Nurses
53. Time Off Duty
54. Vacation Leave
55. Wages
56. Laundry and Uniforms
57. Board and Lodging
Appendix A—Parties Bound
Appendix B—Awards
Endorsements

3.—TERM

(1) This Agreement shall—

(a) come into effect on the 5th December 1997;

(b) expire on the 31st day of December 1998.

(2) The parties have agreed to review the rates of pay by the 1st day of January 1998.

4.—PARTIES TO THE AGREEMENT

This Agreement is made between the employer set out in Appendix A—Parties Bound and the registered organisations of employees listed in Appendix A—Parties Bound.

5.—SCOPE

(1) This Agreement shall apply to those employees as defined in Clause 6.—Definitions of this Agreement employed by the employer as prescribed in Appendix A—Parties Bound.

(2) Where there is any inconsistency between this Agreement and the relevant award, this Agreement will apply to the extent of the inconsistency.

(3) Except as provided by this Agreement, the conditions of employment of non-teaching staff employed in Catholic Schools in Western Australia will be in accordance with the following awards—

Independent Schools Administrative and Technical Officers Award 1993;

School Employees (Independent Day & Boarding Schools) Award, 1980;

Teachers' Aides' (Independent Schools) Award 1988;

Independent Schools (Boarding House) Supervisory Staff Award

Nurses' (Independent Schools) Award.

(4) The number of employees covered by this Agreement is 55.

6.—DEFINITIONS

This Enterprise Bargaining Agreement covers the following classifications—

Teacher's Aides' / Teaching Assistants as defined in Part III, Clause 32.—Classifications of this Agreement;

School Employees as defined in Part IV, Clause 39.—Classifications of this Agreement;

Administrative and Technical Officers as defined in Part V, Clause 45.—Classifications of this Agreement;

(Boarding House) Supervisors as defined in Part VI, Clause 50.—Classifications of this Agreement;

Nurses as defined in Part VII, Clause 55.—Wages of this Agreement.

7.—OBJECTIVES

(1) The objectives of this Agreement are—

(a) To consolidate and develop further, initiatives arising out of the enterprise bargaining process.

(b) To maintain a just working environment in which education can be provided in harmony with the aims, objectives and philosophy of Catholic Education.

(c) To provide some consistency regarding general conditions of employment that exist for the different categories of non-teaching staff employed within Catholic schools.

(2) In pursuit of these objectives the parties are committed to further negotiations to simplify classification structures and examining the possibility of a generic classification structure.

8.—NO REDUCTION

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

9.—NO EXTRA CLAIMS

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

PART II

GENERAL CONDITIONS OF SERVICE

10.—CONTRACT OF SERVICE

(1) (a) Each employee shall, upon engagement, be given a letter of appointment wherein the general conditions of employment are stated.

(b) This shall include statements of—

(i) the classification;

(ii) the salary step relevant to the appointment;

(iii) the number of hours per week;

(iv) the weeks per year the employee is engaged for;

(v) whether the position is temporary; and/or

(vi) any other matter specific to the contract.

(2) The letter of appointment shall not contain any provision which is inconsistent with or contrary to any provision of this Agreement and/or the Award.

(3) (a) Except in the case of a casual/relief employee, the termination of service of any employee shall require a minimum of 2 weeks' notice by either party.

(b) Provided that the requirements of this subclause may be waived in part or in whole by mutual agreement between the employee and employer. Any request to waive such notice shall not be unreasonably withheld by the employer, where it is deemed that the employee has not been able to give the required notice through no fault of their own.

(c) Subject to the provisions of this subclause, failure to give the required notice shall make either party liable for the payment to the other party of an amount equivalent to the period of notice not given.

(d) The employer reserves the right to withhold or recover an amount equivalent to the period of notice not given. However, approval must be obtained from the Director of Catholic Education before such action is proceeded with.

(4) A temporary employee shall be employed in a part-time or full-time capacity for a period greater than four weeks' continuous service, and not more than a period of 12 months' continuous service.

(5) Where the period of employment of a casual employee exceeds five days the notice of termination of service shall be one day. Where the employment is for five days or less the engagement shall be considered to be a specific period and notice shall not be required.

(6) A part-time employee shall have an entitlement to sick leave, long service leave and annual leave on a pro-rata basis in the proportion of which his/her hours and/or weeks worked bear to the hours and/or weeks worked of a full-time employee.

(7) Upon termination a statement of service and a separate reference when requested by the employee shall be provided to the employee by the employer.

(8) Nothing within this clause detracts from the employer's right to dismiss summarily any employee for serious misconduct, in which case salary and entitlements shall be paid up to the time of dismissal only.

(9) The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Agreement, provided that such duties are not designed to promote de-skilling.

11.—OTHER LEAVE

(1) Bereavement Leave

(a) An employee shall, on the death of a member of the immediate family, be entitled to paid leave up to and including the day of the funeral of such relation, for a period of up to two days not exceeding the number of hours which would have been worked by the employee in that time. Proof of such death shall be furnished by the employee to the satisfaction of the employer.

(b) Provided that payment in respect of bereavement leave is to be made only where the employee otherwise would have been on duty and shall not be granted in any case where the employee concerned would have been off duty in accordance with the roster, or on long service leave, vacation leave, or on sick leave, or on workers' compensation, or on authorised leave without pay or on a public holiday.

(2) Examination Leave

An employee shall be granted sufficient time off with pay to travel to and sit for the examinations of any approved course of study.

12.—LEAVE WITHOUT PAY

(1) While an employee has the right to apply for leave without pay the granting of such leave is at the discretion of the employer.

(2) An employee applying for leave under this clause must state the period of such leave and the reason for which the leave is being sought.

(3) Leave without pay does not constitute a break in service but shall not count in calculating the period of service for any purpose of this Agreement unless where otherwise provided for in this Agreement.

(4) If an employee is granted leave without pay the question of the employee's specific duties on return to work should be considered before the granting of such leave and any arrangements made documented. If no prior arrangement is made, an employee, upon return to service shall be entitled to a position commensurate with the position held immediately prior to the commencement of such leave.

(5) The maximum period for which leave is granted under this clause shall be one year.

13.—SICK LEAVE

(1) (a) An employee shall be entitled to payment for non attendance on the ground of personal ill health or injury at the rate of ten (10) days per year, from the beginning of each year. For those employees who commence work at anytime throughout the year a pro-rata entitlement will apply.

(b) The unused portion of the entitlement prescribed in paragraph (a) of this subclause in any accruing year shall accumulate and may be availed of in the next or any succeeding year.

(c) Where an employee's employment is terminated prior to the end of the school year, the calculation for pro-rata entitlement of sick leave will be based on one sixth of a week for each completed month of service with the employer. Where an employee has utilised sick leave in excess of this entitlement the employer may deduct the excess portion from the final payment of wages to the employee.

(d) Where an employee's employment is terminated by the employer through no fault of the employee the provisions of paragraph (c) of this subclause shall not apply.

(e) An employee shall upon request to their employer be advised of their unused portion of sick leave. Where an employee has utilised sick leave in excess of their entitlement, they shall be advised of the provisions of paragraph (c) of this subclause.

(2) This clause shall not apply where the employee is entitled to compensation under the *Workers' Compensation and Rehabilitation Act 1981*.

(3) (a) Sick leave shall be granted provided the application is supported by a certificate from a legally qualified and registered medical practitioner stating the period during which the employee is unfit for duty.

(b) The employer shall not be entitled to a medical certificate for absences of less than three consecutive working days unless the total of such absences exceeds five days in any one accruing year.

(4) No payment shall be made for any absence due to the employee's wilful misconduct.

14.—FAMILY LEAVE

(1) Use of sick leave

(a) An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill. Such leave shall not exceed five (5) days in any calendar year and is not cumulative.

(b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

(c) The entitlement to use sick leave is subject to—

(i) the employee being responsible for the care of the person concerned; and

(ii) the person concerned being either—

(aa) a member of the employee's immediate family; or

(bb) a member of the employee's household.

(iii) the term "immediate family" includes—

(aa) a spouse (including a former spouse), of the employee; and

(bb) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

(iv) The employee shall, wherever practicable, give the employer notice prior to the absence of the

intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(2) Use of unpaid leave

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill.

15.—PARENTAL LEAVE

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

(1) Maternity Leave

(a) Nature of leave

Maternity leave is unpaid leave.

(b) Definitions

For the purposes of this clause—

(i) Employee includes a part-time employee but does not include an employee engaged upon casual or seasonal work.

(ii) Paternity leave means leave of the type provided for in subclause (2) of this clause whether prescribed in an award or otherwise.

(iii) Child means a child of the employee under the age of one year.

(iv) Spouse includes a former spouse.

(v) Continuous service means service under an unbroken contract(s) of employment and includes—

(aa) any period of leave taken in accordance with this clause;

(bb) any period of leave or absence authorised by the employer or by the award.

(c) Eligibility for maternity leave

(i) An employee who becomes pregnant, upon production to her employer of the certificate required by subclauses (1)(d) and (1)(i) of this clause, shall be entitled to a period of up to fifty two (52) weeks' maternity leave provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of paternity leave taken by the employee's spouse in relation to the same child and apart from paternity leave of up to one week at the time of confinement shall not be taken concurrently with paternity leave.

(ii) Subject to subclauses (1)(d) and (1)(i) of this clause the period of maternity leave shall be unbroken and shall, immediately following confinement, include a period of six weeks' compulsory leave.

(iii) The employee must have had at least twelve (12) months' continuous service within Catholic Education immediately preceding the date upon such leave.

(d) Certification

At the time specified in subclause (1)(c) of this clause the employee must produce to her employer—

(i) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;

(ii) an agreement shall exist where for the period of maternity leave she will not engage in any act inconsistent with her contract of employment.

(e) Notice requirements

(i) An employee shall, not less than ten (10) weeks prior to the presumed date of confinement, produce to her employer the certificate referred to in subclause (1)(d)(i) of this clause.

(ii) An employee shall give not less than four (4) weeks' notice in writing to her employer of the date upon which she proposes to commence maternity leave stating the period of leave to be taken.

(iii) An employer by not less than fourteen (14) days' notice in writing to the employee may require her to commence maternity leave at any time within the six (6) weeks immediately prior to her presumed date of confinement. The employee may work within this period provided they produce a certificate from a registered medical practitioner stating that they are fit to do so.

(iv) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with subclause (1)(e)(ii) of this clause if such failure is occasioned by the confinement occurring earlier than the presumed date.

(f) Transfer to a safe job

(i) Where in the opinion of a duly registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

(ii) If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to, take leave for such period as is certified necessary by a registered medical practitioner. Such leave shall be treated as maternity leave for the purposes of subclauses (1)(j), (1)(k), (1)(l) and (1)(m) of this clause.

(g) Variation of Period of Maternity Leave

(i) The period of maternity leave may be lengthened once only by the employee giving not less than fourteen (14) days' notice in writing stating the period by which the leave is to be lengthened.

(ii) The period may be further lengthened by agreement between the employer and the employee, in accordance with the provisions outlined in Clause 12.—Leave Without Pay of this Agreement.

(iii) The period of maternity leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(h) Cancellation of Maternity Leave

(i) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.

(ii) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the employer which shall not exceed four weeks from the date of notice in writing by the employee to the employer that she desires to resume work.

(i) Special Maternity Leave and Sick Leave

(i) Where the pregnancy of a employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then—

(aa) she shall be entitled to such period of unpaid leave (to be known as special

maternity leave) as a registered medical practitioner certifies as necessary before her return to work; or

(bb) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a registered medical practitioner certifies as necessary before her return to work.

(ii) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed the period to which the employee is entitled under subclause (1)(c) of this clause.

(iii) For the purposes of subclauses (l)(j), (l)(k) and (l) (l) of this clause, maternity leave shall include special maternity leave.

(iv) An employee returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave, or in the case of an employee who was transferred to a safe job pursuant to subclause (l)(f) of this clause, to the position she held immediately before such transfer.

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

(j) Maternity Leave and Other Leave Entitlements

(i) Provided the aggregate of any leave, including leave taken under this clause, does not exceed the period to which the employee is entitled under subclause (1)(c) of this clause an employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part to which she is entitled.

(ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during her absence on maternity leave.

(k) Effect of Maternity Leave on Employment

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

(l) Termination of Employment

(i) An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this Agreement.

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

(m) Return to Work After Maternity Leave

(i) An employee shall confirm her intention of returning to her work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.

(ii) An employee, upon returning to work after maternity leave or the expiration of the notice required by subclause (l)(m)(i) of this clause, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (l)(f) of this clause to the position which she held immediately before such transfer.

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

(n) Replacement Employees

(i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.

(ii) Before an employer engages a replacement employee, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

(iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

(iv) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

(2) Paternity Leave

(a) Nature of Leave

Paternity leave is unpaid leave.

(b) Definitions

For the purposes of this clause—

(i) Employee includes a part-time employee but does not include an employee engaged upon casual or seasonal work.

(ii) Paternity leave means leave of the type provided for in subclause (1) of Clause 15.—Parental Leave of this Agreement (and includes special paternity leave) whether prescribed in an award or otherwise.

(iii) Child means a child of the employee or the employee's spouse under the age of one year.

(iv) Spouse includes a former spouse.

(v) Primary care-giver means a person who assumes the principal role of providing care and attention to a child.

(vi) Continuous service means service under an unbroken contract(s) of employment and includes—

(aa) any period of leave taken in accordance with this clause;

(bb) any period of leave or absence authorised by the employer or by the award.

(c) Eligibility for paternity leave

A male employee, upon production to his employer of the certificate required by subclause (2)(d) of this clause shall be entitled to one or two periods of paternity leave, the total of which shall not exceed 52 weeks, in the following circumstances—

(i) an unbroken period of up to one week at the time of confinement of his spouse;

(ii) a further unbroken period of up to 51 weeks in order to be the primary care-giver of a child provided that such leave shall not extend

beyond the child's first birthday. This entitlement shall be reduced by any period of maternity leave taken by the employee's spouse in relation to the same child and shall not be taken concurrently with that maternity leave;

(iii) The employee must have had at least 12 months' continuous service within Catholic Education immediately preceding the date which he proceeds upon either period of leave.

(d) Certification

At the time specified in subclause (2)(c) of this clause the employee must produce to his employer—

(i) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement or states the date on which the birth took place;

(ii) in relation to any period to be taken under subclause (2)(c)(ii) of this clause an agreement shall exist stating—

(aa) he will take that period of paternity leave to become the primary care-giver of a child;

(bb) particulars of any period of maternity leave sought or taken by his spouse; and

(cc) that for the period of paternity leave he will not engage in any act inconsistent with his contract of employment.

(e) Notice requirements

(i) An employee shall, not less than ten (10) weeks prior to each proposed period of leave, give the employer notice in writing stating the dates on which he proposed to start and finish the period or periods of leave.

(ii) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with subclause (2)(e)(i) of this clause if such failure is due to—

(aa) the birth occurring earlier than the expected date; or

(bb) the death of the mother of the child; or

(cc) other compelling circumstances.

(iii) The employee shall immediately notify his employer of any change in the information provided pursuant to subclause (2)(d) of this clause.

(f) Variation of Period of Paternity Leave

(i) The period of paternity leave may be lengthened once only by the employee giving not less than fourteen (14) days' notice in writing stating the period by which the leave is to be lengthened;

(ii) The period may be further lengthened by agreement between the employer and the employee, in accordance with the provisions outlined in Clause 12.—Leave Without Pay of this Agreement.

(iii) The period of paternity leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(g) Cancellation of Paternity Leave

Paternity leave, applied for under subclause (2)(c)(ii)(aa) of this clause but not commenced, shall be cancelled when the pregnancy of the employee's spouse terminates other than by the birth of a living child.

(h) Paternity Leave and Other Leave Entitlements

(i) Provided the aggregate of any leave, including leave taken under this clause, does not exceed the period to which the employee is entitled under subclause (2)(c) of this clause an employee may, in lieu of or in conjunction with paternity leave, take any annual leave or long service leave or any part to which he is entitled.

(ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during his absence on paternity leave.

(i) Effect of Paternity Leave on Employment

Subject to this clause, notwithstanding any award, or other provision to the contrary, absence on paternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

(j) Termination of Employment

(i) An employee on paternity leave may terminate his employment at any time during the period of leave by notice given in accordance with this Agreement.

(ii) An employer shall not terminate the employment of an employee on the ground of his absence on paternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(k) Return to Work after Paternity Leave

(i) An employee shall confirm his intention of returning to his work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of paternity leave provided by subclause (2)(c)(ii) of this clause.

(ii) An employee, upon returning to work after paternity leave or the expiration of the notice required by subclause (2)(c)(i) of this clause, shall be entitled to the position which he held immediately before proceeding on paternity leave.

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

(l) Replacement Employees

(i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on paternity leave.

(ii) Before an employer engages a replacement employee, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

(iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising his rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

(iv) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

(3) Adoption Leave

(a) Nature of Leave

Adoption leave is unpaid leave.

(b) Definitions

For the purposes of this clause—

(i) Employee includes a part-time employee but does not include any employee engaged upon casual or seasonal work.

(ii) Child means a person under the age of five years who is placed with the employee for the purpose of adoption, other than a child or step-child of the employee or of the spouse of the employee of a child who has previously lived continuously with the employee for a period of six months.

(iii) Relative Adoption occurs where a child, as defined, is adopted by a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

(iv) Primary care-giver means a person who assumes the principal role of providing care and attention to a child.

(v) Spouse includes a former spouse.

(vi) Continuous service means service under an unbroken contract(s) of employment and includes—

(aa) any period of leave taken in accordance with this clause;

(bb) any period of leave or absence authorised by the employer or by the award.

(c) Eligibility for adoption leave—

An employee, upon production to the employer of the documentation required by subclause (3)(d) of this clause, shall be entitled to one or two periods of adoption leave, the total of which shall not exceed 52 weeks, in the following circumstances—

(i) an unbroken period of up to three weeks at the time of placement of the child;

(ii) a further unbroken period of up to 52 weeks from the time of the placement in order to be the primary care-giver of a child. This leave shall not extend beyond one year after the placement of the child and shall not be taken concurrently with adoption leave taken by the employee's spouse in relation to the same child. The entitlement of up to 52 weeks shall be reduced by—

(aa) any period of leave taken pursuant to subclause (3)(c)(i) of this clause; and

(bb) the aggregate of any periods of adoption leave taken or to be taken by the employee's spouse.

(ii) the employee must have had at least 12 months' continuous service within Catholic Education immediately preceding the date which he or she proceeds on such leave in either case.

(d) Certification

(i) Before taking adoption leave the employee must produce to the employer—

(aa) A statement from the adoption agency or other appropriate body of the presumed date of placement of the child with the employee for the adoption purposes; or

(bb) A statement from the appropriate government authority confirming that the employee is to have custody of the child pending an application for an adoption order.

(ii) In relation to any period to be taken under subclause (3)(c)(ii) of this clause, an agreement shall exist stating—

(aa) the employee is seeking adoption leave to become the primary care-giver of the child;

(bb) particulars of any period of adoption leave sought or taken by the employee's spouse; and

(cc) that for the period of adoption leave the employee will not engage in any act inconsistent with his/her contract of employment.

(e) Notice requirements

(i) Upon receiving notice of approval for adoption purposes, an employee shall notify the employer of such approval and within 2 months of such approval shall further notify the employer of the period or periods of adoption leave the employee proposes to take. In the case of relative adoption the employee shall notify as aforesaid upon deciding to take the child into custody pending an application for adoption.

(ii) An employee shall not be entitled to adoption leave unless the employee has not less than 12 months continuous service with the employer immediately preceding the date upon which he/she proceeds upon such leave.

(iii) An employee shall, as soon as the employee is aware of the presumed date of placement of a child for adoption purposes but no later than 14 days before such placement give notice in writing to the employer of such date, and of the date of the commencement of any period to be taken under subclause (3)(c)(i) of this clause.

(iv) An employee shall, ten weeks before the proposed date of commencing any leave to be taken under subclause (3)(c)(ii) of this clause give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.

(v) An employee shall not be in breach of this clause, as a consequence of failure to give the stipulated period of notice in accordance with subclauses (3)(e)(iii) and (3)(e)(iv) of this clause if such failure is occasioned by the requirement of an adoption agency to accept earlier or later placement of a child, the death of the spouse or other compelling circumstances.

(f) Variation of Period of Adoption Leave

(i) the period of adoption leave may be lengthened once only by the employee giving not less than fourteen (14) days' notice in writing stating the period by which the leave is to be lengthened;

(ii) the period may be further lengthened by agreement between the employer and the employee, in accordance with the provisions outlined in Clause 12.—Leave Without Pay of this Agreement;

(iii) the period of adoption leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(g) Cancellation of Adoption Leave

(i) Adoption leave, applied for but not commenced, shall be cancelled should the placement of the child not proceed.

(ii) Where the placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue, the employee shall notify the employer forthwith and the employer shall nominate a time not exceeding four weeks from receipt of notification for the employee's resumption of work.

(h) Special Leave

The employer shall grant to any employee who is seeking to adopt a child, such unpaid leave not exceeding two days, as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee the employer may require the employee to take such leave in lieu of special leave.

(i) Adoption Leave and Other Leave Entitlements

(i) Provided the aggregate of any leave, including leave taken under this clause, does not exceed the period to which the employee is entitled under subclause (3)(c) of this clause, an employee may, in lieu of or in conjunction with adoption leave, take any annual leave or long service leave or any part to which he or she is entitled.

(ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during the employee's absence on adoption leave.

(j) Effect of Adoption Leave on Employment

Subject to this clause, notwithstanding any award, or other provision to the contrary, absence on adoption leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

(k) Termination of Employment

(i) An employee on adoption leave may terminate the employment at any time during the period of leave by notice given in accordance with this Agreement.

(ii) An employer shall not terminate the employment of an employee on the ground of the employee's application to adopt a child or absence on adoption leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(l) Return to Work After Adoption Leave

(i) An employee shall confirm the intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of adoption leave provided by subclause (3)(c) of this clause.

(ii) An employee, upon returning to work after adoption leave shall be entitled to the position held immediately before proceeding on such leave.

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

(m) Replacement Employees

(i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on adoption leave.

(ii) Before an employer engages a replacement employee, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

(iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising his/her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

(iv) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

16.—LONG SERVICE LEAVE

(1) Subject to subclause (3) of this clause, an employee who has completed ten years' continuous service with the employer shall be entitled to ten weeks' long service leave. For each subsequent period of ten years' service an employee shall be entitled to an additional ten weeks' long service leave.

(2) In calculating an employee's entitlement under this clause, continuous service with the employer prior to the 1st day of January 1997 shall be taken into account in the following manner—

(a) In the case of an employee who has already accrued an entitlement to long service leave with the employer prior to the 1st day of January, 1997, the employee shall continue to accrue subsequent entitlements to long service leave in accordance with the provisions of subclause (1) of this clause.

(b) In the case of an employee who, at the 1st day of January 1997, had not accrued an entitlement to long service leave, the employee's entitlement shall be calculated on the following basis—

For any period of continuous employment prior to the 1st day of January 1997, an amount calculated on the basis of 13 weeks' long service leave on full pay for each 15 years of continuous service, in accordance with the relevant award.

(c) In the case of an employee covered by the *Independent Schools Administrative and Technical Officers Award 1993* who, at the 1st day of January 1993, had not accrued an entitlement to long service leave, the employee's entitlement shall be calculated on the following basis—

For any period of continuous employment prior to the 1st day of January 1993, an amount calculated on the basis of 13 weeks' long service leave on full pay for each 15 years of continuous service.

(d) In the case of employees who have worked less than full-time during the accrual period, long service leave shall be paid at the rate of the average of hours worked over the accrual period.

(3) The expression "continuous service" includes any period during which the employee is absent on full pay from their duties, but does not include—

(a) Any period exceeding two weeks during which the employee is absent on leave without pay. In the case of leave without pay which exceeds eight weeks in a continuous period, the entire period of that leave is excised in full;

(b) Any service of an employee who resigns or is dismissed, other than service prior to such resignation or prior to the date of any offence in respect of which they are dismissed by the employer, when that prior service has actually entitled the employee to long service leave under this clause.

(4) Any entitlement to annual leave that falls due during the period of long service leave shall be recognised as extra leave and not included in the long service leave.

(5) Any public holiday which occurs during the period an employee is on long service leave shall be treated as part of the long service leave and extra days in lieu thereof shall not be granted.

(6) Where an employee has become entitled to a period of long service leave in accordance with this clause, the employee shall commence such leave as soon as possible after the accrual date, or in a manner mutually agreed between the employer and employee.

(7) Payment for long service leave shall be made;

(a) in full before the employee goes on leave, or

(b) by the normal fortnightly payment intervals; or

(c) by agreement between the employee and the employer.

(8) Where an employee has completed at least 7 years' service but less than 10 years' service and employment is terminated—

(a) by their death;

(b) in any circumstances, other than serious misconduct,

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

(9) In the case to which subclause (8) of this clause applies and in any case in which the employment of the employee who has become entitled to leave hereunder is terminated before such leave is taken or fully taken the employer shall, upon termination of employment otherwise than by death, pay to the employee and upon termination by death, pay to the personal representative of the employee upon request by the personal representative, a sum equivalent to the amount which would have been payable in respect of the period of leave to which they are entitled or deemed to have been entitled and which would have been taken but for termination. Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.

17.—ANNUAL LEAVE LOADING

(1) An annual leave loading shall be included in the final payment of ordinary wages made in December of each year to employees who have become entitled to annual leave in accordance with this Agreement.

(2) Subject to the annual leave or vacation leave provisions in Parts I through to VI of this Agreement, the annual leave loading shall be 17.5 per cent of four weeks' wages at the rate of pay applicable at the time of payment.

(3) If an employee commences after the beginning of first term in a calendar year then the leave loading shall be paid, proportionate to the length of service in that year, in December of that year, provided that the employee's contract of employment is continuing into the next calendar year.

18.—PUBLIC HOLIDAYS

(1) The following days, or the days observed in lieu shall, subject to subclause (3) of this clause, be allowed as holidays without deduction of pay namely: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day.

(2) (a) When any of the days mentioned in the subclause (1) of this clause falls on a Saturday or a Sunday the holidays shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or a Monday the holiday shall be observed on the next succeeding Tuesday.

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

(b) When any of the days observed as a holiday under this clause falls on a day when a school employee (see Part IV—Clause 39.—Classifications of this Agreement) is rostered off duty and is a day that the employee would normally have worked and he/she has not been required to work on that day, he/she shall be paid as if the day was an ordinary working day, or if he/she agrees, be allowed a day's leave with pay in lieu of the holiday at a time mutually acceptable to the employer and the employee.

(3) An employee who, on a day observed as a holiday under this clause is required to work during his/her ordinary hours of work shall be paid for the time worked at the rate of 2.5 times their ordinary rate or, if he/she agrees, be paid for the time worked at the rate of time and one-half and in addition be allowed to take a day's leave with pay on a day mutually acceptable to the employer and the employee.

(4) The provisions of this clause shall not apply to casual employees.

19.—CASUAL EMPLOYEES

(1) A casual employee shall be engaged on an hourly contract of service with a minium payment of

(a) 2 hours; or

(b) 4 hours for school employees; or

(c) 1 day for an employee as defined in Clause 45.—Classifications of this Agreement.

(2) A casual employee shall be paid 20 per cent in addition to the rates prescribed for the work performed.

(3) A casual employee shall be paid for all work performed on any of the days prescribed in subclause (1) of Clause 18.—Public Holidays of this Agreement at the rate of double time and one-half.

(4) A casual employee is defined as an employee who is not employed on a regular basis and who is engaged by the employer for a period not exceeding four weeks in duration.

20.—PART-TIME EMPLOYEES

(1) Notwithstanding anything contained in this Agreement, employees may be regularly employed to work less hours per week or weeks per year than are prescribed in the applicable clauses of this Agreement, and such employees shall be remunerated at a weekly rate pro-rata to the rate prescribed for the classification of work on which they are engaged in the proportion which their hours of work bear to the Hours clause of this Agreement, for their classification and level of work.

(2) When an employee is employed under the provisions of this clause, he/she shall receive payment for annual/vacation leave, and sick leave on a pro-rata basis in the same proportion as the number of hours regularly worked each week bears to a full-time employee of the same classification.

21.—HIGHER DUTIES

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

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

22.—REST PAUSES AND MEAL BREAKS

(1) All employees shall be allowed a tea break of 10 minutes daily between the second and third hour from starting time each day. Such tea break shall be counted as time worked: provided that such employees responsible for supervising children continue such supervision during the said tea break.

(2) All employees shall be allowed a meal break of not less than 30 minutes nor more than one hour between the hours of 12.00 noon and 2.00pm. Such time shall not count as time worked.

(3) For employees classified in Part VI of this Agreement who are rostered on duty during meal times shall be entitled to a meal and shall be allowed sufficient time to have such meal.

23.—TRAVELLING AND MOTOR VEHICLE ALLOWANCES

(1) Where an employee is required and authorised to use his/her own motor vehicle in the course of his/her duties he/she shall be paid an allowance not less than that provided for in the schedules set out hereunder. Notwithstanding anything contained in this subclause the employer and the employee may make any other arrangement as to motor vehicle allowance not less favourable to the employee.

(2) Where an employee in the course of a journey travels through two or more of the separate areas, payment at the rates prescribed herein shall be made at the appropriate rate applicable to each of the separate areas traversed.

(3) A year for the purpose of this clause shall commence on the 1st day of July and end on the 30th day of June the next following year.

Rates of Hire for use of Employee's own Vehicle on Employer's Business

Schedule 1—Motor Vehicle Allowance

	Engine Displacement (in cubic centimetres)		
Rate per kilometre Area & Details	Over 2600cc	1600cc-2600cc	1600cc & Under
Metropolitan Area	57.3	50.4	43.9
South West Land Division	58.8	51.7	45.1
North of 23.5 degrees South Latitude	65.1	58.0	50.4
Rest of the State	60.5	53.3	46.3

Motor vehicles with rotary engines are to be included in the 1600—2600cc category.

Schedule 2—Motor Cycle Allowances

	Rate c/km
All Areas of State	17.8

24.—LOCATION ALLOWANCES

(1) Subject to the provisions of this clause, in addition to the wages prescribed in this Agreement an employee shall be paid the following weekly allowances when employed in the towns described hereunder. Provided that where the wages are prescribed as fortnightly rates of pay, these allowances shall be shown as fortnightly allowances. These rates are subject to change from time to time in accordance with the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 1 of 1996.

Town	Married Persons allowance $ per week	Single Persons allowance $ per week
Balgo Hills	144.10	72.05
Boulder	13.00	6.50
Beagle Bay	130.20	65.10
Billiluna	144.10	72.05
Broome	94.00	47.00
Carnarvon	40.40	20.20
Derby	98.00	49.00
Esperance	24.80	12.40
Gibb River	143.30	71.65
Kalgoorlie	13.00	6.50
Karratha	97.00	48.50
Kununurra	123.00	61.50
Lake Gregory	144.10	72.05
Lombadina	130.20	65.10
Port Hedland	90.60	45.30
Red Hill	115.80	57.90
Ringer Soak	144.10	72.05
Southern Cross	23.80	11.90
Tardun	17.40	8.70
Turkey Creek	130.20	65.10
Wyndham	120.00	60.00

(2) Except as provided in subclause (3) of this clause, an employee who has a dependant shall be paid double the allowance prescribed in subclause (1) of this clause.

(3) Where an employee

(a) is provided with board and lodging by his/her employer, free of charge; or

(b) is provided with an allowance in lieu of board and lodging such employee shall be paid 66 and two-third per cent of the allowances prescribed in subclause (1) of this clause.

(4) Subject to subclause (2) of this clause, junior employees, casual employees, part-time employees, apprentices receiving less than adult rate and employees employed for less than a full week shall receive that proportion of the location allowance as equates with the proportion that their wage for ordinary hours that week is to the adult rate for the work performed.

(5) Where an employee is on annual leave or receives payment in lieu of annual leave he/she shall be paid for the period of such leave the location allowance to which he/she would ordinarily be entitled.

(6) Where an employee is on long service leave or other approved leave with pay (other than annual leave) he/she shall only be paid location allowance for the period of such leave he/she remains in the location in which he/she is employed.

(7) (a) For the purpose of this clause "dependent" shall take on the definition as described by the Australian Taxation Office for such purposes.

(b) The income used as a dependency test shall be adjusted on 30 June each year in accordance with variations to the taxable limit for earnings for the dependent spouse rebate.

(8) Subject to the making of a General Order pursuant to section 50 of the Act, that part of each location allowance representing prices shall be varied from the beginning of the first pay period commencing on or after the 1st day of July of each year in accordance with the annual percentage change in the Consumer Price Index (excluding housing), for Perth measured to the end of the immediately preceding March quarter, the calculation to be taken to the nearest ten cents.

25.—SUPERANNUATION

(1) Employer Contributions

(a) An employer shall contribute to superannuation for each employee in accordance with federal legislation to one of the following approved superannuation funds—

(i) CONCEPT ONE—superannuation plan which was established and is governed by a trust deed and rules dated 23 September 1986, as amended; and

(ii) an exempted fund allowed by subclause (3) of this clause.

(b) Employer contributions shall be paid at least monthly for each week of service that the eligible employee completes with the employer.

(c) "Ordinary Time Earnings" means the salary or other remuneration periodically received by the employee in respect to the time worked in ordinary hours and/or any other rate paid for all purposes of this agreement to which the employee is entitled for ordinary hours of work.

(2) Fund Membership

(a) "Eligible Employee" shall mean a full-time or part-time employee who earns more than $450.00 per month.

(b) An employee shall not be eligible to join the fund until he/she has completed one month's satisfactory service. On completion of this period the employee shall be entitled to the appropriate employer contribution, from the date of the employee's commencement.

(3) Exemption

Exemptions from the requirements of this clause shall apply to an employer who at the date of this Agreement—

(a) was contributing to a superannuation fund, in accordance with an order of an industrial tribunal; or

(b) was contributing to a superannuation fund in accordance with an order, award or an agreement of an industrial tribunal, for a majority of employees and makes payment for employees covered by this Agreement in accordance with that order, award or agreement; or

(c) subject to notification to the Union, was contributing to a superannuation fund for employees covered by this Agreement where such payments are not made pursuant to an order of an industrial tribunal;

(d) was not contributing to a superannuation fund for employees covered by this Agreement; and

(i) written notice of the proposed alternative superannuation fund is given to the Union; and

(ii) contributions and benefits of the proposed alternative superannuation fund are no less than those provided by this clause; and

(iii) within one month of the notice prescribed in subparagraph (d)(i) of this subclause being given, the Union has not challenged the suitability of the proposed fund by notifying the Western Australian Industrial Relations Commission of a dispute.

(4) The employer shall provide such facilities as is appropriate to ensure that all employees are adequately informed of the provisions of the superannuation funds available.

26.—PAYMENT OF WAGES

(1) Wages shall be paid fortnightly or monthly.

(2) Accompanying each payment of wages shall be a pay advice slip to be retained by the employee. On this slip the employer shall clearly detail the employee's name, hourly rate, overtime, penalties, allowances, gross wage, deductions broken down to—

(a) taxation; and

(b) other

and the net wage.

(3) On termination of employment the employer shall pay to the employee all moneys payable to that employee before the employee leaves the premises or the same shall be forwarded to the employee by post on the following day.

27.—TIME AND WAGES RECORD

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

(a) Name of each employee.

(b) The nature of their work.

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

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

(e) The age of each junior employee.

Any system of automatic recording by machines shall be deemed to comply with this provision to the extent of the information recorded.

(2) The salary records shall be open for inspection by a duly accredited official of the Union during the usual office hours at the employer's office and the official may be allowed to take extracts therefrom.

(3) The employer may refuse the representative access to the records if—

(a) the employer is of the opinion that access to the records by the representative of the organisation would infringe the privacy of persons who are not members of the organisation; and

(b) the employer undertakes to produce the records to an Industrial Inspector within 48 hours of being notified of the requirement to inspect by the representative.

(4) The power of inspection may only be exercised by a representative of an organisation of employees authorised for the purpose in accordance with the rules of the organisation.

(5) Before exercising a power of inspection, the representative shall give reasonable notice of not less than 24 hours to an employer.

28.—RIGHT OF ACCESS, NOTICES AND INTERVIEWS

(1) Material approved by the Union will be displayed on a notice board or a mutually agreed location, which is easily accessible by employees.

(2) Every employee shall be provided with access to a copy of this Agreement by the employer.

(3) The Secretary of the Union or authorised representative will, on prior notification to the employer, have the right to enter the employer's premises during working hours, including meal breaks for the purpose of distributing information and or discussing with employees covered by this Agreement, the legitimate business of the Union and or for the purposes of investigating complaints concerning the application of this Agreement, but shall in no way unduly interfere with the work of the employees.

29.—DISPUTE SETTLING PROCEDURES

(1) The principles of conciliation and direct negotiation shall be adopted for the purpose of prevention and settlement of any questions, disputes or difficulties that may arise.

(2) The parties to the dispute shall take an early and active part in discussion and negotiation aimed at preventing or settling questions, disputes or difficulties in accordance with the agreed procedures set out hereunder.

(3) The provisions of this clause shall not preclude an employee from discussing any grievance with a Union representative or a representative of their choice as he/she deems fit. Neither shall the provisions of this clause pre-empt, limit or delay the right of the Union to enter into direct negotiations with the employer to resolve matters in dispute or to address matters of mutual concern.

(4) Procedure of Settlement of Disputes

(a) The employee and the employee's supervisor shall confer, identify the facts and where possible, resolve the issue.

(b) If not resolved, the employee and the employer shall confer and, where possible, resolve the issues.

(c) If not resolved, the parties to the dispute may confer with the parties to this Agreement on this matter, and where possible, resolve the issue.

(d) If the matter is still not settled, it may be referred to the Western Australian Industrial Relations Commission for conciliation/arbitration.

(5) Until the matter is resolved in accordance with the above procedure, the status quo shall remain. While the above procedure is being followed, no party shall be prejudiced as to the final settlement by the continuation of work in accordance with this procedure.

(6) It is acknowledged that if the dispute relates to an alleged ambiguity or uncertainty in this Agreement any party may at any time apply for variation of the Agreement to eliminate the alleged uncertainty or ambiguity.

PART III

TEACHER'S AIDES' / TEACHING ASSISTANTS

30.—HOURS

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

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

31.—WAGES

(1) `The rate of wage payable to employees engaged in the classifications prescribed in Clause 32.—Classifications of this Agreement after the 22nd day of May 1997 shall be—

Step	Hourly Rate		Annual Rate	
	$	7.2%	$	7.2%
Step 1	10.04	10.76	17,020.00	18,245.44
Step 2	10.23	10.97	17,342.00	18,590.51
Step 3	10.43	11.18	17,681.00	18,954.03
Step 4	10.67	11.43	18,088.00	19,390.34
Step 5	10.96	11.75	18,580.00	19,917.76
Step 6	11.33	12.15	19,207.00	20,589.90
Step 7	11.64	12.48	19,732.00	21,152.70
Step 8	11.71	12.55	19,851.00	21,280.27
Step 9	12.02	12.89	20,377.00	21,844.14
Step 10	12.32	13.21	20,885.00	22,388.72
Step 11	12.51	13.41	21,207.00	22,733.90
Step 12	12.65	13.56	21,445.00	22,989.04
Step 13	13.25	14.20	22,469.00	24,086.77
Step 14	13.86	14.86	23,493.00	25,184.50
Step 15	14.46	15.50	24,519.00	26,284.37

Progression through the wages scale shall be by annual increment.

(2) A Teachers' Aide left in charge of pupils for a full session shall be paid at his/her ordinary rate plus 10 per cent for the period for which they are left in charge, provided that, if the period for which the employee is left in charge exceeds three days, they shall be paid at the ordinary rate plus 20 per cent for the whole period for which they are in charge, except where provided for in the Catholic Education Office Aboriginal Teaching Assistants Manual.

(3) (a) Child Care Workers	$ (per hour)	7.2%
First year of experience	11.82	12.67
Second year of experience	13.00	13.94
Third year of experience	13.63	14.61
Fourth year of experience	14.26	15.29
Fifth year of experience	14.90	15.97

(b) An employee left in charge of pupils for a full session or more shall be paid no less than the rate applicable to a child care worker in their fifth year of employment for the whole period they are in charge, except where provided for in the Catholic Education Office Aboriginal Teaching Assistants Manual.

(4) An employee who has had previous experience relevant to employment covered by this Agreement may have that experience taken into account in determining the "year of employment" at which an employee is appointed and paid.

(5) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the employee into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not

being an employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

32.—CLASSIFICATIONS

Level One

Teachers' Aides in Primary Schools, Pre-Primary Schools or Pre-schools, Teaching Assistants, Home Economic Assistants, Physical Education Assistants.

Aboriginal Teaching Assistants.

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

Enter Step 1
Exit Step 5

Level Two

Aboriginal Teaching Assistants in secondary schools.

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

Enter Step 6
Exit Step 7

Aboriginal Teaching Assistants in Primary schools who have completed the Certificate of Educational Practice or equivalent accredited course.

Step 7

Level Three

Aboriginal Teaching Assistants in secondary schools who have completed the Certificate of Educational Practice.

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

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

Aboriginal Teaching Assistants on satisfactory completion of Certificate III in Education (Aboriginal & Torres Strait Islander)

Enter Step 8

Exit Step 10

Level Four

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

Teaching Assistants who have completed Certificate IV in Education (Aboriginal and Torres Strait Islander) or Certificate in Community Teaching as specified in the Aboriginal Teaching Assistants Programme Manual.

Step 11

Employees who have completed the Child Care Certificate, Diploma of Children Services (0-5 yrs), National Nursery Examination Board Certificate or other equivalent qualifications as agreed between the Union and the employer.

Aboriginal Teaching Assistants on satisfactory completion of the second year of Aboriginal Teachers' Training Course.

Teaching Assistants who have completed the Diploma in Education (Aboriginal and Torres Strait Islander) or the Associate Diploma in Community Teaching or one year of Bachelor of Arts (Education) as specified in the Aboriginal Teaching Assistants Manual.

Teachers' Assistants who have completed the Advanced Teacher Aide Certificate Special Needs.

Step 12

Level Five

Aboriginal Teaching Assistants who have completed a Diploma in Education (Aboriginal and Torres Strait Islander) or the Associate Diploma in Education (Community Teaching) and are working in specified schools as Community Teaching Associates.

Enter Step 13
Exit Step 15

33.—VACATION LEAVE

(1) Except as hereinafter provided an employee shall be allowed the holidays granted by the school in which he/she is employed, including term and Christmas vacations, without deduction of pay.

(2) Subject to the provisions of subclause (3) of this clause, each employee shall be paid his/her ordinary wages for any day on which he/she is relieved of the obligation to present himself/herself for work.

(3) An employee who is employed to work less than the full school year shall be entitled to payment at the ordinary rate of pay for or in lieu of the term and Christmas vacation periods related to that school year on the basis of one week's pay for each four weeks which the employee was employed to actually work in the school.

PART IV

SCHOOL EMPLOYEES

34.—HOURS

(1) Subject to this Agreement, the ordinary working hours for full-time employees shall be an average of 38 hours per week, to be worked in not more than 40 hours in any week, or eight in any day and shall be worked on any five days of the week.

(2) Subject to Clause 36.—Overtime of this Agreement, the spread of shift in any one day shall not exceed 12 and a ½ hours.

(3) In addition to meal breaks, there may be one break of at least two hours in each shift for kitchen and dining room employees.

(4) As the means of working a 38 hour week, a full-time employee who works 40 hours per week, shall be entitled to payment including shift and weekend penalties for the following days on which the employee shall not be required to attend for work—

(a) Three agreed days during the first school term vacation in each year.

(b) Two agreed days during each of the other school term vacations.

(c) Five agreed days during the Christmas vacation.

(5) In lieu of the provisions of subclause (4) of this clause and notwithstanding other provisions of this Agreement and by agreement between an employer and a majority of employees covered by this Agreement at a workplace, as a means of working a 38 hour week the following may apply—

(a) with at least seven days' notice to the Union by the employer, the hours of work may be arranged so that an employee works 76 hours over nine days each fortnight with the tenth day off on full pay; or

(b) with at least seven days' notice to the Union by the employer, the hours of work may be arranged so that an employee works 152 hours over 19 days in each four week period with one day off on full pay in conjunction with other day(s) off work; or

(c) by agreement with the Union, the hours of work may be arranged so as to provide any other form of implementation of a 38 hour week.

(6) (a) A part-time employee shall be given payment for the days referred to in subclauses (4) and (5) of this clause in the proportion that the hours worked each week bear to 40. A part-time employee shall be granted the days referred to in subclauses (4) and (5) of this clause in the proportion that the number of days worked each week bears to five.

(b) By agreement in writing between the employer and the employee, a part-time employee who works 30 hours per week or less may be paid for all hours worked at the 38 hour week rate in lieu of payment for the days prescribed in subclauses (4) and (5) of this clause.

(7) Subject to the provisions of subclause (4) of this clause, during the school vacation periods the employer shall be relieved of the obligation to provide work and the employee shall not be entitled to the payment of wages in respect of any such period during which no work is performed other than any period during which the employee is on annual leave or a public holiday where the public holiday falls on a day on which the employee would normally be employed to work. Provided

that the maximum period covered by this subclause shall be four weeks (20 days) in any one year.

35.—ROSTERS

(1) A roster of the working hours shall be exhibited in the office of each school/college and in such other place as it may be conveniently and readily seen by each employee concerned.

(2) Such roster shall show—

(a) the name of each employee; and

(b) the hours to be worked by each employee each day and the breaks in shifts to be taken.

(3) (a) The roster in the office shall be open for inspection by a duly accredited representative of the Union at such times and place as the record book is so open for inspection.

(b) A duly accredited representative of the Union shall be permitted to inspect the roster available to the employees not more than once in any week during the times the record book is so open for inspection.

(4) Such roster shall be drawn up in such manner as to show the hours of each employee for one week in advance of the date of the roster, and may only be altered on account of the sickness or absence of an employee, or on account of any contingency that the employer could not reasonably foresee, or due to private arrangement between the employees themselves.

36.—OVERTIME

(1) All work done outside the daily spread of hours provided in Clause 34.—Hours of this Agreement, or beyond eight hours in any one day or beyond 40 hours in any one week shall be deemed overtime.

(2) Overtime shall be paid for at the rate of time and one-half for the first two hours and double time thereafter provided that all overtime worked on Saturday and Sunday shall be paid for at the rate of double time.

(3) All work performed by any employee on his/her rostered days off or on days worked in excess of those provided in Clause 34.—Hours of this Agreement, shall be paid for at the rate of double time except where such day is a public holiday when double time and one-half shall be paid.

(4) Any employee recalled to work after his/her normal hours of duty shall be paid for a minimum of three hours at overtime rates and for all reasonable expenses incurred in returning to work.

37.—WEEKEND WORK

(1) All ordinary hours of work performed between midnight on Friday and midnight on Sunday shall be paid for at the rate of time and one-half.

(2) General Conditions

(a) Junior employees may be employed in the proportion of one junior to every two or fraction of two not being less than one adult employee employed in the same occupation, provided that this ratio may be altered by written agreement between the Union and the employee concerned.

(b) Senior employees other than the Head Groundsperson and leading hands appointed as such by the employer to be in charge of three or more other employees shall be paid $16.50 per week in addition to the rates prescribed herein.

(3) For all work done on any day after a break referred to in subclause (3) of Clause 34.—Hours of this Agreement, the employee shall be paid an allowance of $1.06 per hour for each such hour worked.

(4) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the employee into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being an employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

38.—WAGES

(1) The minimum weekly rates of wage payable from the beginning of the first pay period commencing on or after the 22nd day of May 1997 shall be—

	Minimum Hourly Rate $	7.2%	Minimum Annual Rate $	7.2%
Level 1 Cleaner	10.22	10.96	20,269.37	21,728.81
Level 2 Domestic employees including—Kitchen Attendant/Canteen Assistant House Attendant Dining Attendant Laundry Attendant Sewing Attendant	10.40	11.14	20,618.84	22,103.32
Level 3 Cooks (Other)	10.51	11.27	20,837.92	22,338.04
Level 4 Groundsperson	10.73	11.50	21,270.84	22,802.26
Level 5 First Cook Grade 1 or Cook working alone Groundsperson / Handyperson Grade 1 Sewing Supervisor	10.95	11.74	21,708.99	23,272.22
Level 6 Groundsperson / Handyperson, Grade 2 First Cook, Grade 2	11.17	11.98	22,141.92	23,735.92
Level 7 Senior Groundsperson/ Handy person Tradesperson Cook	11.61	12.45	23,012.99	24,670.11
Level 8 Head Groundsperson	13.81	14.80	27,363.13	29,333.21

(2) Junior Employees: Junior employees shall receive the following percentages of the adult rate for the class of work on which they are engaged.

	%
Under 16 years of age	60
16 to 17 years of age	70
17 to 18 years of age	80

(3) General Conditions

(a) Junior employees may be employed in the proportion of one junior to every two or fraction of two not being less than one adult employee employed in the same occupation, provided that this ratio may be altered by written agreement between the Union and the employer concerned.

(b) Senior employees other than the Head Groundsperson and leading hands appointed as such by the employer to be in charge of three or more other employees shall be paid $16.50 per week in addition to the rates prescribed herein.

(4) For all work done on any day after a break referred to in subclause (3) of Clause 34.—Hours of this Agreement, the employee shall be paid an allowance of $1.06 per hour for each such hour worked.

(5) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the employee into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

39.—CLASSIFICATIONS

Head Groundsperson: Shall mean a person in charge of the grounds of a large school who would be responsible for the supervision of all grounds staff. The person would have qualifications and/or experience in horticulture, preparation of turf wickets and lawn tennis courts, and could have the responsibility for a full size swimming pool.

Senior Groundsperson/Handyperson: Shall mean a person in charge of the grounds of a small school or section of a large school and who has completed an apprenticeship in horticulture or other relevant horticultural qualifications or who

has substantial relevant experience within the horticultural or related industries to such an extent as would justify Grade 2 status. This person's duties would also consist of maintenance and minor repairs to external and internal fitments, equipment or outdoor furniture. Would have at least one full-time equivalent groundsperson under supervision. The senior groundsperson/handyperson could have responsibility for the maintenance of a swimming pool and lawn tennis courts, or equivalent levels of responsibility.

Groundsperson/Handyperson (Grade 2): Shall mean a person whose principal duties include tending a garden and grounds. This person's duties would also consist of maintenance and minor repairs to external and internal fitments, equipment or outdoor furniture. This person would work alone in a small school.

Groundsperson/Handyperson (Grade 1): Shall mean a person whose principal duties include tending a garden and grounds or part of a garden and grounds. This person's duties would also consist of maintenance and minor repairs to external and internal fitments, equipment or outdoor furniture. This person would work under the supervision.

Groundsperson: Shall mean an employee whose principal duties shall consist of tending a garden and grounds, working under supervision or working in a small school under the direction of the principal or bursar.

First Cook (Grade 2): Shall mean a person who is appointed as the senior cook in a school, who holds formal qualifications in cooking/catering or who has substantial relevant experience within the catering or related industries to such an extent as would justify Grade 2 status. A person without qualification would normally require a minimum of five years' experience to justify such status. This person could be required to supervise other staff and assist with the ordering of catering supplies.

First Cook (Grade 1): Shall mean a person appointed as First Cook or Cook Working Alone who does not have the qualifications or equivalent experience required for classification of First Cook (Grade 2).

Tradesperson Cook: Shall mean a First Cook, Grade 2 who has completed an apprenticeship in cooking, baking or pastry cooking.

40.—UNIFORMS

Where an employee is required by the employer to wear special clothing, such clothing shall be provided and laundered by the employer at his/her expense. Provided that alternative arrangements in respect of the supply and laundering of clothing may be made by agreement between an employer and the Union.

41.—PROTECTIVE CLOTHING

(1) Where employees are required to work in water they shall be supplied with rubber boots.

(2) Employees required to clean toilets, use acids, wash dishes, handle detergents, acids, soaps or injurious substances shall be provided with rubber gloves.

(3) Where the conditions of work are such that employees are unable to avoid their clothing becoming wet or dirty, they shall be supplied with suitable protective clothing free of charge by the employer.

(4) Where suitable protective clothing is supplied by the employer to an employee such clothing and footwear shall remain the property of the employer.

PART V

ADMINISTRATIVE AND TECHNICAL OFFICERS

42.—HOURS

(1) The ordinary hours of duty for a full-time employee shall be 37.5 hours per week Monday to Friday inclusive and the hours of duty per day shall be fixed by agreement between the employee and the employer. A full-time employee works a minimum of 40 weeks per year.

(2) In the absence of any agreement reached in accordance with subclause (1) of this clause, the following hours of duty shall apply—

The ordinary hours of duty shall not exceed 37.5 hours per week and shall be worked on Monday to Friday, between the hours of 8.00am and 5.00pm.

(3) The employee shall be allowed a meal break of not less than thirty minutes, nor more than one hour, to be taken between the hours of twelve noon and 2.00pm.

(4) All time worked at the direction of the employer before the usual starting time or after the usual finishing time, or beyond 7.5 hours in any one day, or outside the spread of hours as prescribed under subclause (1) or (2) of this clause, shall be deemed overtime and shall, at the discretion of the employee, be paid for at the employee's ordinary rate of pay or be given paid time off in lieu equivalent to the time worked. The time in lieu taken in accordance with this subclause shall be at such time as is agreed between the employee and the employer.

(5) During the school vacation periods or any part thereof during which an employee cannot be usefully employed, the employer shall be relieved of the obligation to provide work and the employee shall not be entitled to the payment of salary in respect of any such period during which no work is performed other than any period during which the employee is on annual leave or a public holiday where the public holiday falls on a day on which the employee would normally be employed to work. Provided that the maximum period covered by this subclause shall be eight weeks in any one year.

43.—ANNUAL LEAVE

(1) An employee who has completed 12 months' continuous service or who has been employed for a minimum of 40 weeks in a calendar year shall be entitled to a minimum of 4 weeks' paid annual leave.

(2) All time for which the school is closed due to vacation leave shall count for the purpose of determining an employee's right to payment under this clause.

(3) Leave may be taken at a time agreed to between the employer and the employee.

(4) If after four weeks' continuous service in any qualifying period an employee lawfully leaves his/her employment or his/her employment is terminated by the employer through no fault of the employee, the employee shall be paid salary in lieu of annual leave proportionate to their length of service calculated to the nearest completed week of service.

(5) If an employee's commencement is after 1 January, then, by agreement between the employer and the employee, the employee may be granted pro-rata annual leave to the end of the calendar year. Subsequent years of employment can commence on 1 January.

(6) If any award holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there shall be added to that period one day, being an ordinary working day, for each such holiday observed as aforesaid.

44.—SALARIES

(1) (a) The minimum annual salary, according to classification and experience, payable to an employee after the 22nd day of May 1997 shall be—

SALARY LEVEL	TOTAL SALARY	
	$ Per Annum	7.2%
LEVEL 1	19,751	21,173.07
	20,001	21,441.07
	20,251	21,709.07
	20,501	21,977.07
	20,751	22,245.07
	21,001	22,513.07
LEVEL 2	21,751	23,317.07
	22,251	23,853.07
	22,751	24,389.07
	23,251	24,925.07
	23,751	25,461.07
	24,251	25,997.07
LEVEL 3	25,251	27,069.07
	25,851	27,712.27
	26,451	28,355.47
	27,051	28,998.67
	27,651	29,641.87
	28,251	30,285.07

	$ Per Annum	7.2%
LEVEL 4	26,751	28,677.07
	27,751	29,749.07
	28,751	30,821.07
	29,751	31,893.07
	30,751	32,965.07
	31,751	34,037.07

(b) On appointment an employee shall be placed at the appropriate salary level according to full-time experience and the classifications as prescribed in Clause 45.—Classifications of this Agreement.

(c) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the employee into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being an employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

(d) An employee appointed to a salary rate shall proceed by annual increments to the maximum of that classification level.

(e) If during progression through the salary steps, and within an appropriate time frame prior to the employee's next annual increment, the employer considers such increment to be inappropriate due to work performance and as such does not recommend or authorise further progression, then the employer shall state the reasons in writing to the employee concerned.

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

(ii) If the improvement required is achieved, then the employee shall then proceed to his/her appropriate salary level.

(f) An employee shall only progress from one level to another in accordance with the provisions as prescribed in Clause 45.—Classifications of this Agreement.

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

(h) For the purposes of determing weekly or fortnightly salary, the annual salaries as prescribed in subclause (1) of this clause, shall be divided by 52.16 or 26.08 respectively.

(i) Where the conditions of employment of any employee are subject to the provisions of subclause (5) of Clause 42.—Hours of this Agreement, salary shall be averaged over the period of a full year.

(2) Junior Classification

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

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

45.—CLASSIFICATIONS

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

(1) Level 1.

(a) An employee at this level requires no prior experience or formal qualifications in the performance of the job and works under direct supervision.

(b) Examples of positions which may appropriately be classified as Level 1—

General clerical assistant, switchboard operator, word processing operator, data entry operator, laboratory attendant, school secretary and any assistant employed within the terms of Clause 4.—Scope of the *Independent Schools Administrative and Technical Officers Award 1993*.

(2) Level 2.

(a) An employee at this level performs duties under general supervision, may have acquired some relevant qualifications and is competent in the performance of tasks associated within Level 1 positions.

(b) Examples of positions which may appropriately be classified as Level 2, in addition to those prescribed for Level 1, are as follows—

Library assistant, laboratory assistant, accounts clerk, word processing operator, data process operator, secretarial duties, receptionist/switchboard operator and school secretary.

(3) Level 3.

(a) An employee at this level works as a competent skilled autonomous employee and has knowledge, skills and demonstrated capacity to undertake complex tasks. The employee is likely to have TAFE/TERTIARY or equivalent qualifications.

(b) Examples of positions which may appropriately be classified as Level 3—

Technician employed in the audio visual, computer, media, library or laboratory departments and/or any other technician employed in the school, secretary, bookkeeper, computer system supervisor, senior clerk or senior computer operator, accounts, records and school secretary.

(4) Level 4.

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

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

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

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

PART VI

(BOARDING HOUSE) SUPERVISORS

46.—HOURS

(1) Subject to this Agreement, the working days and hours of duty shall be determined by written agreement between the employer, the employee and the Union.

(2) In the event of no agreement being reached in regard to hours of duty then the matter may be referred to the Western Australian Industrial Relations Commission for determination.

47.—ROSTERS

(1) The hours of duty for each employee shall be set out in a roster which shall contain the following details—

(a) the name of the employee/s;

(b) the starting and finishing times of each employee's shift, including any breaks which may be required during such shift;

(c) the day/s on which each employee is off duty.

(2) Such rosters shall be drawn up and posted one week in advance and may only be altered by agreement between the employer and the employee concerned.

(3) Where agreement cannot be reached, pursuant to subclause (2) of this clause, the employer may change the roster provided that not less than twelve hours' notice of such change is given to any employee so affected.

48.—VACATION LEAVE

(1) Except as hereinafter provided, an employee shall be allowed the holidays granted by the school in which they are employed, including term and Christmas vacations, without deductions of pay. An employee may be required for duty prior to the beginning of each term and following the end of each term for the purposes of preparing for the opening and/or closure of the boarding house.

(2) If after four weeks' continuous service in any calendar year an employee lawfully terminates employment or such

employment is terminated by the employer through no fault of the employee, the employee shall be paid salary in lieu of vacation leave proportionate to the length of service. Provided that an employee who was actually engaged for all school terms in that calendar year shall be entitled to be paid for the whole of the vacation period of that year.

(3) Where an employee has been paid for leave which at the time of termination has not been fully accrued, the employer may deduct from any monies owed, that portion to which the employee is not entitled. Where the employment of an employee is terminated by the employer prior to the attainment of the accrued vacation leave, then the provisions of this subclause shall not apply.

(4) At any time in respect of which an employee is absent from work except time for which the employee is entitled to claim sick leave or leave provided for in the terms of this Agreement, shall not count for the purpose of determining the rights to vacation leave.

49.—SALARIES

(1) The minimum annual salary payable to employees after the 22nd day of May 1997 shall be as follows—

(a) Supervisor—

SALARY LEVEL	TOTAL SALARY $ Per Annum	7.2%
1st year of experience	19,957	21,393.90
2nd year of experience	20,726	22,218.27
3rd year of experience	21,751	23,317.07
4th year of experience	22,776	24,415.87
5th year of experience	23,801	25,514.67
6th year of experience	24,826	26,613.47

(b) Senior Supervisor—

1st year of experience	26,364	28,262.20
Thereafter	27,901	29,909.87

(c) Houseparent—

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

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

(3) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the employee into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being an employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

50.—CLASSIFICATIONS

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

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

(3) "Relief Supervisor"—shall mean an employee employed as per the boarding house roster for a period no exceeding four weeks.

(4) "Senior Supervisor"—shall mean any employee who is responsible for the overall supervision of the boarding house.

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

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

51.—LODGING CONDITIONS

(1) Lodging facilities are to be provided free of charge for any employee required to sleep over in a boarding house.

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

52.—GENERAL CONDITIONS

The employer shall make provision for the following—

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

(2) Access by employees to telephone facilities for emergency use.

PART VII

NURSES

53.—TIME OFF DUTY

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

54.—VACATION LEAVE

(1) Except as hereinafter provided, an employee shall be allowed the leave granted by the school in which he/she is employed without deduction of pay: Provided that such leave shall be not less than six weeks during Christmas vacation nor ten days during each of the term vacations.

(2) If after one month's continuous service in any qualifying twelve monthly period an employee terminates his/her employment or his/her employment is terminated by the employer through no fault of the employee, the employee shall be paid for such proportion of vacation leave as the number of completed months of his/her service in that qualifying period bears to the full qualifying period of twelve months.

(3) Any time in respect of which an employee is absent from work except time for which he/she is entitled to claim sick leave or time spent on school holidays or vacation leave as prescribed by this clause shall not count for the purpose of determing his/her rights to paid leave.

(4) An employee who is justifiably dismissed for misconduct shall not be entitled to the benefits of the provisions of this clause.

(5) No employee shall, during any period when he/she is on leave engage in any employment for hire or reward in substitution for the employment from which he/she is on leave, and if an employee breaches this provision he/she shall thereupon forfeit his/her right of leave upon which he/she has entered, and the employer shall be entitled to withhold any further payment in respect of the period and to reclaim payments already made on account of such period of leave.

(6) This clause shall not apply to casual employees.

55.—WAGES

(1) The minimum rate of wages payable to employees covered by this Agreement after the 22nd day of May 1997 shall be as follows—

	HOURLY RATE		TOTAL RATE		ANNUAL RATE
		7.2%	$ Per Week	7.2%	$
1st Year	12.83	13.75	487.60	522.70	27,264.03
2nd Year	13.45	14.41	511.10	547.89	28,577.94
3rd Year	14.07	15.08	534.70	573.19	29,897.59
4th Year	14.69	15.74	558.30	598.49	31,217.23
5th Year	15.31	16.41	581.90	623.79	32,536.88
6th Year	15.93	17.07	605.50	649.09	33,856.53
7th Year	16.55	17.74	629.00	674.28	35,170.44
8th Year	17.17	18.40	652.60	699.58	36,490.09

(2) Progression through the abovementioned scale shall be by annual increments.

(3) Where an employee is appointed to the position of Nurse, previous relevant nursing experience in an independent school or at a similar level, shall be taken into account in determining the appropriate incremental level. Experience shall include time spent in relevant post basic courses.

(4) Nurse shall mean one who is registered or entitled to be registered as a general trained nurse in Western Australia under the *Nurses Act, 1968—1980.*

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

(6) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the nurse into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being an employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

56.—LAUNDRY AND UNIFORMS

(1) Where an employee is required by the employer to wear a special uniform, sufficient uniforms shall be provided at the employer's expense. In lieu of providing uniforms, the employer shall pay an allowance of $4.70 per week to the employee.

(2) Uniforms shall be a laundered free of cost to employees. Where the uniforms of an employee cannot be laundered by the school an allowance of $1.50 per week shall be paid to the employee.

(3) For the purpose of this paragraph a uniform shall be deemed to be "required" unless the employer advises the employee that the wearing of uniforms is not a condition of employment.

57.—BOARD AND LODGING

(1) The charge for full board and lodging provided to an employee by the employer shall be $9.00 per night.

(2) Where the employer provides meals only to an employee the following charges shall apply—

	$
Lunch and dinner	3.50
Breakfast	2.00

(3) An accredited representative of The Australian Nursing Federation, Industrial Union of Workers, Perth, shall be entitled to inspect such food and accommodation at reasonable times.

(4) An employee shall not be charged for board and lodging when absent from the school for more than one day on annual leave, sick leave, long service or leave without pay.

(5) By agreement with the employee the amounts prescribed in subclauses (1) and (2) of this clause may be deducted from the salary of the employee.

(6) Future increases in board and lodging charges shall be adjusted in accordance with increases awarded under the current principles of wage fixation.

APPENDIX A

PARTIES BOUND

Employer Party

Congregation of The Presentation Sisters WA Inc—36 Palmerston Street, Mosman Park WA 6012

Union Parties

Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch—61 Thomas Street Subiaco WA 6008

The Australian Nursing Federation, Industrial Union of Workers Perth—Level 2, 322 Hay Street, Subiaco WA 6008

The Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers—143 Edward Street, East Perth WA 6004

APPENDIX B

AWARDS

Independent Schools Administrative and Technical Officers Award 1993, No. A 15 of 1991

Independent Schools (Boarding House) Supervisory Staff Award, No. A 9 of 1990

Nurses' (Independent Schools) Award, No. 21B of 1962

School Employees (Independent Day & Boarding Schools) Award, 1980, No. R7 of 1979

Teachers' Aides' (Independent Schools) Award 1988, No. A27 of 1987

ENDORSEMENTS

Signed for and on behalf of—

The Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers—T. Howe

The Australian Nursing Federation, Industrial Union of Workers, Perth—H.G. Atrill

Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch—H. Creed

Congregation of The Presentation Sisters WA Inc—Sr Anna Fewer

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DEPARTMENT OF LOCAL GOVERNMENT ENTERPRISE BARGAINING AGREEMENT 1997.

No. PSA AG 15 of 1997.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Civil Service Association of Western Australia Incorporated

and

Executive Director, Department of Local Government.

No. PSA AG 15 of 1997.

Department of Local Government Enterprise Bargaining Agreement 1997.

28 November 1997.

Order.

HAVING heard Ms J Blake on behalf of the applicant and Mr R Ernshaw on behalf of the respondent, now therefore, I the undersigned, pursuant to the powers conferred under the Industrial Relations Act, 1979 do hereby order —

1. THAT the agreement known as the "Department of Local Government Enterprise Bargaining Agreement 1996" shall be and is hereby cancelled with effect on and from the 17th day of November 1997.
2. That this agreement, to be known as the "Department of Local Government Enterprise Bargaining Agreement 1997" shall be and is hereby registered with effect on and from the 17th day of November 1997.

(Sgd.) S.A. CAWLEY,
[L.S.] Commissioner.

1—TITLE

This Agreement shall be known as the "Department of Local Government Enterprise Bargaining Agreement 1997" and shall replace the Department of Local Government Enterprise Bargaining Agreement 1996 with effect on 17 November 1997.

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Scope
4. Employees Covered
5. Parties Bound
6. Relationship to Parent Award
7. Duration of Agreement
8. Purpose of This Agreement
9. Single Bargaining Unit
10. Dispute Resolution Procedures

11. Short Leave
12. Bereavement Leave
13. Carer's Leave
14. Long Service Leave
15. Parental Leave
16. Leave in Lieu of Public Service Holidays
17. Leave Loading and Performance Review
18. Excess Travel Time
19. Flexible Working Arrangements
20. Overtime
21. Flexi-time Hours
22. Higher Duties Allowance
23. Weekend Attendance at Conferences and Seminars
24. Hours
25. Enterprise Bargaining Agreement Payments
Schedule A—Salaries
Appendix 1—Productivity Improvement Plan

3.—SCOPE

The Department of Local Government Enterprise Bargaining Agreement 1997 ("the Agreement") shall apply throughout the State of Western Australia to all persons employed by the Executive Director of the Department of Local Government who are members or eligible to be members of the Civil Service Association of Western Australia (Inc).

4.—EMPLOYEES COVERED

This Agreement shall apply to all employees covered by the Scope of this Agreement. Upon registration, the number of employees covered by this Agreement is estimated at 50.

5.—PARTIES BOUND

(1) The Employer: The Executive Director of the Department of Local Government.

(2) The Union: The Civil Service Association of Western Australia (Inc).

The parties bound by this Agreement will oppose any subsequent application by any other body or organisation to be joined to this Agreement.

6.—RELATIONSHIP TO PARENT AWARD

This Agreement shall be read wholly in conjunction with the Public Service Award 1992 which applies to the parties bound by this document. In the case of any inconsistencies, this Agreement shall have precedence to the extent of the inconsistencies.

7.—DURATION OF AGREEMENT

(1) This Agreement shall operate from the date it is registered in the Western Australian Industrial Relations Commission and shall remain in force for a period of two years.

(2) Each party to this Agreement accepts that its conditions shall be binding for its term.

(3) The parties will review this Agreement six (6) months prior to the date of expiration and begin negotiations on its renewal or replacement.

(4) If this Agreement is not renewed or replaced on expiry, it will continue in force until renewed, replaced, cancelled or where either party withdraws from the Agreement in accordance with the (WA) Industrial Relations Act, 1979.

8.—PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to achieve the milestones contained in Appendix 1—Productivity Improvement Plan of this Agreement. The benefits from those improvements will be shared by the Department, its employees and the State Government.

9.—SINGLE BARGAINING UNIT

For the purpose of negotiating this and future enterprise bargaining agreements, a single bargaining unit has been formed which is representative of all parties. The single bargaining unit will continue to monitor the implementation of the Agreement and be responsible for its renewal or replacement.

10.—DISPUTE RESOLUTION PROCEDURES

(1) Individual employee grievances which may arise from time to time shall be dealt with in accordance with grievance procedures applying in the Department of Local Government's and shall not form part of this Agreement's dispute resolution process.

(2) Where any question, dispute or difficulty arises between the parties about the meaning or effect of this Agreement, the parties will consult to reach a settlement in accordance with the following procedure—

Stage 1—The matter shall be discussed between the employee and the immediate supervisor. The matter need not be dealt with in writing and shall be dealt with on an informal basis. Employee/s may seek advice from their union or other persons. If unresolved within a time frame of three (3) working days, either party may refer the matter to the appropriate Manager (or Director) and shall advise any other party accordingly.

Stage 2—The Manager (or Director) shall attempt to resolve the matter with the employee and/or other relevant parties as soon as practicable but no later than 7 days after the matter is referred to him/her.

Stage 3—If unresolved either party may refer the matter in writing to the Chief Executive Officer (CEO). The CEO or Senior Officer nominated by the CEO shall attempt to resolve the matter within ten (10) working days of the date the matter was referred to him/her.

Stage 4—If the parties are still unable to resolve the issue(s) in dispute, the Union or the Employer is free to refer any industrial matter to the Western Australian Industrial Relations Commission as appropriate. In keeping with the spirit of this procedure, this would be after the process outlined had been exhausted.

11.—SHORT LEAVE

Short Leave, as prescribed by Clause 26.—Short Leave of the Public Service Award 1992, shall not apply for the duration of this Agreement.

12.—BEREAVEMENT LEAVE

(1) Subject to subclause (2) of this clause, on the death of—

(a) the spouse or de facto spouse of an employee;

(b) the child or step-child of an employee;

(c) the parent or step-parent of an employee; or

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

the employee is entitled to be paid bereavement leave of up to 2 days.

(2) The two (2) days need not be consecutive.

(3) Bereavement leave is not to be taken during a period of any other kind of leave.

(4) An employee who claims to be entitled to paid leave under subclause (1) of this clause is to provide to the employer, if so requested by the employer, evidence that would satisfy a reasonable person as to—

(a) the death that is the subject of the leave sought; and

(b) the relationship of the employee to the deceased person.

13.—CARER'S LEAVE

(1) An employee with responsibilities in relation to either members of his/her family or members of his/her household who need his/her care and support, shall be entitled to use up to 5 days per annum of accrued sick leave credits to provide care and support of such persons.

(2) The Employee is required to produce a medical certificate if care and support requirements exceed two consecutive days.

(3) Carer's Leave is not cumulative.

14.—LONG SERVICE LEAVE

Long Service Leave may be taken in minimum amounts of two weeks, provided that any remaining long service leave does not reduce to less than two weeks.

15.—PARENTAL LEAVE

(1) Eligibility for Parental Leave

An employee is entitled to a period of up to 52 weeks unpaid parental leave in respect of the birth of a child to, or the placement of a child on adoption with, the employee or the employee's spouse/partner.

Where the employee applying for the leave is a partner of a pregnant spouse, two weeks leave may be taken prior to or at the birth of the child concurrently with parental leave taken by the pregnant employee.

(2) Other Leave Entitlements

An employee proceeding on parental leave may elect to utilise any accrued annual leave or accrued long service leave for the whole part of the period of parental leave or extend the period of parental leave with such leave.

An employee may extend the maximum period of parental leave with a period of leave without pay subject to the approval of the employer.

An employee on parental leave is not entitled to be paid sick leave and other paid Award absences except where otherwise provided by this clause.

(3) Notice and Variation

The employee shall give not less than four weeks notice in writing to the employer of the date the employee proposes to commence parental leave stating the period of leave to be taken.

An employee seeking to adopt a child shall not be in breach of this subclause as a consequence of failure to give the stipulated 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. At any time during the period of leave the employee may elect, subject to approval, to reduce or extend the period of leave stated in the original application provided four weeks written notice is given.

(4) Transfer to a Safe Job

Where illness or risks arising out of pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue in her present duties, the duties shall be modified or the employee may be transferred to safe position of the same classification until the commencement of the parental leave.

If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee, to take leave for such period as is certified necessary by a duly qualified medical practitioner. Such leave shall be treated as Parental Leave for the purposes of subclause (7) of this clause.

(5) Fixed Term Contract

An employee on a fixed term contract shall have the same entitlement to parental leave, however, the period of leave granted shall not extend beyond the term of that contract.

(6) Continuous Service

Absence on parental leave shall not break the continuity of service of an employee but shall not count as qualifying service for leave purposes.

(7) Return to Work

An employee on return from parental leave shall be entitled to the position which the employee occupied immediately prior to proceeding on parental leave or, if not available, a comparable position.

Where an employee was transferred to a safe job pursuant to subclause (4) of this clause, the employee is entitled to return to the position immediately prior to the transfer or, if not available, a comparable position.

16.—LEAVE IN LIEU OF PUBLIC SERVICE HOLIDAYS

One (1) day's leave in lieu to be taken in substitution of two (2) ex-Public Service holidays at New Year and Easter. This is in accordance with Circular to Ministers 1/94 issued by the Premier.

17.—LEAVE LOADING AND PERFORMANCE REVIEW

(1) Payment of leave loading is subject to satisfactory performance.

(2) Leave loading on leave not taken between January 1 and December 31, will be paid on the first pay period in December.

(3) Leave loading payable on accrued leave will be paid at the officer's substantive rate of pay.

(4) To be eligible for payment, an officer's perfomance must be satisfactory and supported by a current assessment made under the Department's Performance Development Program (PDP).

(5) Where an officer's performance is assessed as being sub-standard under the existing PDP, leave loading will be withheld until such time as the officer's performance is satisfactory.

(6) The officer's supervisor will determine the period of time over which the officer will be assessed for sufficient evidence of a return to satisfactory performance. The procedure adopted must comply with the procedures set out in the Management of Employee Sub-Standard Performance Manual 1992, published by the Public Service Commision of WA.

(7) Where an officer has had leave loading withheld due to sub-standard performance and subsequently receives a satisfactory performance report, that leave loading will be paid at the rate of pay applicable at the date the loading was originally due.

18.—EXCESS TRAVEL TIME

The excess travelling time arrangements contained in subclause (7) of Clause 18.—Overtime Allowance of the Public Service Award 1992 will no longer apply.

19.—FLEXIBLE WORKING ARRANGEMENTS

Flexible working arrangements will apply within the concept of employees being required to work on average 152 hours Monday to Friday in a four week settlement period. Employees will not be required to work in excess of 12 hours in one day without agreement from the employee, nor for more than five (5) hours without a meal break. No employee shall be required to recommence work until at least ten (10) hours have elapsed from the time the previous period of work ceased, unless the employee agrees.

20.—OVERTIME

Overtime will be paid at time and a half penalty rate for weekdays, weekends and public holidays.

21.—FLEXI—TIME HOURS

The maximum amount of hours that can be carried over from one settlement period to another for those employees working flexible hours is fifteen (15).

22.—HIGHER DUTIES ALLOWANCE

(1) An employee will only be paid higher duties allowance when that employee acts in a position which is classified higher than their own for a period of ten (10) working days or more.

(2) Where a period of acting higher duties equals or exceeds ten (10) working days, the higher duties allowance will be paid for the entire period of those acting higher duties.

(3) Acting higher duties for lesser periods will, on application from the employee, be recorded on the official staff records as evidence for promotional or other purposes.

23.—WEEKEND ATTENDANCE AT CONFERENCES AND SEMINARS

Attendance at Local Government conferences and training seminars held on weekends will not be subject to overtime provisions. The hours so worked shall be regarded as normal hours as provided for in Clause 19.—Flexible Working Arrangements of this Agreement.

24—HOURS

An employee will work a 38 hour week. Officers classified level 6 and above, in addition to their minimum hours will work any additional hours required to fulfil the duties and responsibilities of his/her position including any such additional hours as the Executive Director requires.

25.—ENTERPRISE BARGAINING AGREEMENT PAYMENTS

(1) On registration of this Agreement the salary increases are payable on the basis of continued cooperation of all parties in the implementation of the Productivity Improvement Plan and the achievement of the milestones contained in the Productivity Improvement Plan.

(2) Employees will receive a 3.5% pay increase from the date the Agreement is registered in the Western Australian Industrial Relations Commission and a further 3.5% twelve (12) months after the date of registration subject to the Department reporting back to the Cabinet Sub Committee on Labour Relations (CSCLR)on the achievement of the milestones in the first twelve months. Prior to twelve months after registration,

the Department will provide a revised list to the CSCLR of milestones to be achieved in the second half of the Agreement.

(3) The salary rates payable under this Agreement are included in Schedule A—Salaries of this Agreement.

26.—NO FURTHER CLAIMS

The Parties undertake that for the duration of this Agreement there shall be no further salary or wage increases sought or granted except as provided for under the terms of this Agreement with the exception of reclassifications and temporary special allowances.

SCHEDULE A—SALARIES

Level	Salary Payable from Date of Registration	Salary Payable 12 Months after Date of Registration
Level 1		
under 17	12167	12593
17 years	14220	14718
18 years	16587	17167
19 years	19199	19871
20 years	21560	22315
1.1	23685	24514
1.2	24415	25269
1.3	25142	26022
1.4	25867	26772
1.5	26595	27526
1.6	27324	28280
1.7	28161	29147
1.8	28742	29748
1.9	29599	30635
Level 2		
2.1	30625	31696
2.2	31411	32511
2.3	32238	33367
2.4	33113	34272
2.5	34027	35218
Level 3		
3.1	35283	36518
3.2	36262	37531
3.3	37272	38577
3.3	38308	39649
Level 4		
4.1	39730	41120
4.2	40483	42273
4.3	41989	43459
Level 5		
5.1	44196	45742
5.2	45687	47286
5.3	47237	48891
5.4	48845	50554
Level 6		
6.1	51431	53231
6.2	53190	55051
6.3	55009	56935
6.4	56952	58945
Level 7		
7.1	59931	62028
7.2	61991	64161
7.3	64234	66482
Level 8		
8.1	67878	70254
8.2	70490	72957
8.3	73727	76308
Level 9		
9.1	77770	80492
9.2	80501	83319
9.3	83617	86543

APPENDIX 1—PRODUCTIVITY IMPROVEMENT PLAN

CONTENTS

(1) Introduction
(2) Strategic Development
(3) Key Performance Indicators
(4) Measuring Productivity
(5) Monitoring Achievement of Milestones
(6) Customer Service Charter
(7) Risk Management
(8) Equal Employment Opportunity
(9) Code of Conduct
(10) Performance Development Program
(11) Acknowledging Staff Performance
(12) Productivity Sharing
(13) Government Wages Policy and Workplace Bargaining Guidelines
(14) Milestones
(15) Productivity Summary and Analysis

(1) INTRODUCTION

This Productivity Improvement Plan has been developed to ensure that the Department continues to improve the quality and diversity of its services by adopting and implementing efficient and effective work practices, procedures and systems. Since the Department's first negotiated Agreement in early 1995 there has been a continuing commitment from staff and management to work towards continued improvement in workplace efficiencies.

The initiatives and milestones contained in this Plan will form the basis of the Department's 1997 Enterprise Agreement and any pay rise flowing from the Agreement will be conditional on the achievement of the identified milestones.

The need for this Plan was identified by the Corporate Executive to complement other management tools such as the Strategic Plan, Operational Plans and the Risk Management Plan. Input from the Single Bargaining Unit has been invaluable and will lead to a number of initiatives which will have long term benefits for the Department and its client base.

The Plan was developed in consultation with staff as part of the ongoing enterprise bargaining process. It proposes a number of significant milestones which will be achieved over the coming two years, all of which will have a significant and positive impact on the Department's productivity and service delivery.

(2) STRATEGIC DEVELOPMENT

The implementation of the Department's new Strategic Plan, "Managing Change" commenced on July 1, 1997 following an extensive consultation process with staff, the Minister for Local Government, the Western Australian Municipal Association, the Institute of Municipal Management and other stake holders.

The Strategic Plan provides a strategic framework under which the Department will operate up to the year 2000. The next stage in the strategic planning process is to implement changes to the Department's structure and develop operational plans for each of the branches.

Section managers will be responsible for developing relevant productivity measures for the outcomes contained in their operational plans.The Mission of the Department of Local Government is:"To lead in the development and maintenance of quality local government and better communities for the people of Western Australia".The Strategic Goals up to the Year 2000 are:To enhance the capacity of local governments to operate efficiently and effectively to improve the quality of service to their communities.

To promote and monitor required standards of performance by local governments.

To enhance community well-being by developing and implementing effective legislation in relevant areas.

As part of the Department's commitment to its strategic objectives, the initiatives contained in the Information Technology Plan, Equal Employment Opportunity Plan, Disability Services Plan, and Risk Management Plan will complement and assist the Department to achieve the milestones contained in the Plan.

(3) KEY PERFORMANCE INDICATORS

The Department's key performance indicators have been developed over the past four years and are linked to its program objectives. The indicators provide the Department and stake holders with information about how effective it has been in providing services.

Once collected, the information is analysed and communicated to staff so that they are aware of how the Department is performing and corrective measures taken on areas where improvement is needed. Over the past four years the indicators have proven to be a valuable strategic tool in assisting the Department to provide appropriate and essential services to local government.

The Department has succeeded in the past four years in achieving an above average rating in respect to its performance.

Staff will continue to commit to a process of continuing improvement in the workplace and the achievement of the corporate goals. The development of branch operational plans will ensure that the strategic goals are achieved. Commencing in 1997 the Department will audit the operational plans to ensure that targets are being met. On a twelve monthly basis branch directors will provide an extensive update to all staff on the achievement of objectives contained in the Strategic and Operational Plans.

(4) MEASURING PRODUCTIVITY

The measurement of productivity will be linked to Operational Plans. Section Managers will be responsible for developing and implementing appropriate measures for determining productivity.

Managers will report their productivity measures through their Directors on a quarterly basis for tabling and reporting at the Corporate Executive meetings.

(5) MONITORING ACHIEVEMENT OF THE MILESTONES

The responsibility for monitoring the achievement of the milestones rests with the Corporate Executive.

Progress will be reported on a quarterly basis and recorded in the Corporate Executive minutes. Where milestones are not being met the reasons for, and the remedial action will be recorded in the Corporate Executive minutes.

The Minister will be advised on an annual basis of the progress of this Productivity Plan.

(6) CUSTOMER SERVICE CHARTER

The Department's Customer Service Charter has now been in place for just over two years. A survey of local governments will be completed by the end of August 1997 to determine how effective the Department has been in the delivery of services and whether it has been responding adequately to the needs of local government. The results of the survey will be analysed by the Department and any areas that are less than satisfactory will be reviewed and contingency plans put into place to ensure that the Department's customer service is in tune with industry demands.Over the next two years the Department will be reviewing and refining its performance indicators to ensure they remain relevant to the new Strategic Plan and provide a continuing and meaningful link to the Department's output based management structure.

(7) RISK MANAGEMENT

In May 1997 the Department contracted a risk management consultant to develop and implement a comprehensive Risk Management Plan (RMP) for the Department. All section managers and members of the Corporate Executive participated in an extensive process of reviewing the Department's operations. The process identified areas in which the Department will be able to reduce its risk exposure.

The Plan contains 107 recommendations within action plans which will be implemented by the end of 1998.

When fully implemented the Risk Management Plan will—

- ensure corporate strategic objectives are achieved through effective and efficient processes and well balanced risks versus controls and costs associated with managing risks;
- improve the risk profile of the Department;
- enhance statutory compliance and reduce the costs and risks associated with non compliance;
- enhance risk awareness and add value to management processes;
- reduce risk likelihood and/or risk impact and minimise insurance costs;
- protect employees, property, information, and clients;
- increase quality of service; and
- respond to increasing levels of expectation and scrutiny from various other bodies.

In January 1997 Riskcover assessed the Department's performance in addressing risk management as a 7 on a scale of 1 to 20. Whilst this is considered unacceptable it was still above the average for all State Government Agencies. The implementation of the Risk Management Plan will significantly reduce the Department's risk exposure and elevate its exposure rating to somewhere in the region of 15 out of a possible 20. This constitutes a significant improvement.

The Consultants who conducted the risk management analysis have estimated that the Plan when fully implemented will deliver a productivity improvement in the order of 15%. This estimate is based on—

- Past risk management effectiveness review experience and results of research done on this issue;
- Size of the Department;
- The high level of commitment and support provided, and approach adopted by the Department's Executive and Senior Management to the Risk Management Program;
- The full implementation of all agreed, documented action plans with subsequent reduction in risk levels; and
- Extent of the risk management analysis and quality of action plans developed during the risk treatment phase.

The implementation of the Risk Management Plan will place the Department in the position of being one of the few agencies to have conducted a full risk management analysis of its operations.

Managers will be responsible for ensuring that the areas of exposure which fall under their jurisdiction are constantly monitored and reviewed. The Plan will be monitored on an annual basis and will be incorporated in the annual audit cycle.

(8) EQUAL EMPLOYMENT OPPORTUNITY

The Department will maintain its high level of commitment to EEO. All management decisions will take into account EEO considerations.

All job description forms have recently been amended to include EEO as an essential criteria for any position which has managerial or supervisory responsibilities.

The Office of Equal Employment Opportunity completed an EEO review of the Department in 1996. The outcome produced a very positive result for the Department in its management and adherence to EEO policies and principles.

(9) CODE OF CONDUCT

In the latter half of 1996 the Department developed and implemented a Code of Conduct to complement the Code of Ethics developed by the Public Sector Standards Commission.

The Department was amongst the first agencies to develop and implement a Code of Conduct in consultation with all staff.

The Code provides detailed guidelines for staff on how they are expected to conduct themselves in the workplace. The Department's Code of Conduct was also used by a number of other agencies as a model for their own codes of conduct.

The Code will be reviewed on a regular basis to ensure it reflects evolving changes in the workplace.

(10) PERFORMANCE DEVELOPMENT PROGRAM

The Department has been supporting a Performance Development Program since 1991. The Program ensures that all staff are subject to an annual performance cycle which culminates in a formal assessment of performance.

Due recognition is paid to training and development needs to ensure that staff are given the opportunity to develop the necessary competencies to perform at the highest level.

The Department has a process in place which encourages staff to submit expressions of interest for acting opportunities in higher level positions. The Department will continue its high level of commitment to providing training and development opportunities for all staff.

A survey of all staff will be undertaken prior to 1998 to determine whether the program is continuing to respond to their training and development needs.

(11) ACKNOWLEDGING STAFF PERFORMANCE

It is important that staff have a feeling of ownership of the achievements of the Department and are acknowledged for effort, innovation and achievement. The Corporate Executive promotes a policy which acknowledges the efforts of staff in the Corporate Executive minutes.

Managers are also encouraged to acknowledge staff effort and achievement through the Performance Development Program.

The Department promotes and encourages "special occasions" to promote and launch important issues and acknowledge significant achievements by staff.

(12) PRODUCTIVITY SHARING

The achievement of the milestones contained in this Plan will support a pay rise for employees of the Department. It will also provide a tangible return to government in the form of increased productivity and improved customer service.

The initiatives identified in this Plan are to be developed and implemented from within existing levels of resources. The resulting improvement in outputs will be achieved from within the existing levels of inputs and reflect in the Department's output based management outcomes.

Wherever possible each milestone has been costed on a notional or actual saving basis. It is not possible to quantify a number of the productivity improvements flowing from some of the initiatives.

(13) GOVERNMENT WAGES POLICY AND WORKPLACE BARGAINING GUIDELINES

The Guidelines have been taken into consideration during the development of this Plan.

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(14) MILESTONES

Milestone	Outputs	Commencement Date Completion Date	Value of Productivity $	Actual Savings $	Value of Productivity %
IMPLEMENTATION OF FINANCIAL MANAGEMENT INFORMATION SYSTEM					
Outcomes:					
A full accrual based accounting system supported and maintained in house	Support and maintenance to be provided from within existing resources	1/7/97—ongoing	8,000 (Annual salary of a level 4 x .2)		.3
Improved payments processing	Payments processing will be controlled by the Department	1/7/97—ongoing	3,700 (Annual salary of a level 2 x .1)		.16
Improved asset management and control	Asset acquisition and disposal will be managed on a full accrual basis	1/7/97—30/9/97	4,700 (Annual salary of a level 5 x .1)		.2
Comprehensive financial reporting on a full accrual basis	Full accrual information available for managers and Treasury	1/7/97—ongoing	3,700 (represents the value of service provided by Treasury)		.16
Payments will be made by electronic funds transfer	Processing costs for cheque production will be reduced	31/10/97—31/12/97	900 (Cheque production reduced by 1100 cheques per year x 80cents per cheque)		.04
IMPLEMENTATION OF RISK MANAGEMENT PLAN		1/7/97—31/12/98			It is estimated that the Risk Management Plan when fully implemented will improve productivity in the order of 15%. This estimate is based on: • Past risk management effectiveness review experience and results of research done. • Size of the organisation. • The high level of commitment and support provided, and approach adopted by the Department's Executive and Senior Management to the Risk Management Program.
Outcomes:					
Corporate strategic objectives are achieved through effective and efficient processes and well balanced risks vs controls and costs associated with managing risks.	Corporate objectives are achieved with minimal risk				
Improve the risk profile of the Department from 7 to 15.	Risk management plan to be implemented immediately				
Enhanced statutory compliance.	Plan is monitored on a regular basis				
Enhanced risk awareness and value adding to management processes	Managers are responsible for ensuring action plans within the Risk Management Plan are implemented.				
Protection for employees, property, information and clients.	Occupational health policies, disability service plans, code of conduct, appropriate insurance covers and disaster recovery plans are in place				

Milestone	Outputs	Commencement Date Completion Date	Value of Productivity $	Actual Savings $	Value of Productivity %
Improved service delivery	Increased service delivery				• Extent of the risk management analysis and quality of action plans developed during the risk treatment phase. • The full implementation of all agreed, documented action plans with subsequent reduction in risk levels
IMPLEMENTATION OF NEW RECORDS MANAGEMENT INFORMATION SYSTEM		11/8/97—30/11/97			
Outcomes:					
Improved logging and tracking of correspondence	Time spent logging and tracking correspondence will be reduced by three hours per week	1,600 (Annual salary of a level 1 x .08)			.07
Improved routing and tracking of files	Routing and tracking of files will be reduced by three hours per week	1,600 (Annual salary of a level 1 x .08)			.07
Improved management of ministerials	Time spent logging and tracking ministerials will be reduced by three hours per week	2,800 (Annual salary of a level 2 x ..08)			.12
Improved retention and disposal management	Time spent on retention and disposal will be reduced by three weeks per year	1,500 (113 hours x level 2 hourly rate)			.06
A functional records thesaurus	Time spent on naming and titling files will be reduced by 15 minutes per file	1,300 (200 files x .25 x level 2 hourly rate)			.06
Staff will have on line access to records inquiry facilities	Queries handled by Records staff will reduce by around 30% per week	3,700 (52 x 100 queries per week x .3 x level 1 hourly rate)			.16
DEVELOPMENT OF STRATEGIC AND OPERATIONAL PLANS		11/8/97—30/11/97			***(NQ) denotes that the productivity value is not able to be quantified***
Outcomes:					
More effective Departmental structure	Formalise new positions, advertise vacancies and arrange internal transfers where necessary	1/7/97—30/9/97			Achievement of the Department's new corporate objectives from within existing resources. (NQ)
Local government is informed of the Department's strategic approach to the improvement of local government in Western Australia.	Communicate the Strategic Plan to Local Government and report on Departmental strategic issues in the Department's quarterly magazine "Update"	1/7/97—ongoing			Improved communications with local government. (NQ)
Effective operational planning is implemented within the Department	Operational plans to be completed by all branches	1/7/97—30/11/97			Resource allocation is based on outcomes contained in the operational plans. (NQ)
Improved customer service	Undertake an extensive survey of the industry's assessment of the Department's performance	1/7/97—31/8/97			Resources are allocated on basis which ensures corporate objectives are met. (NQ)
The Department's key performance indicators are relevant	Review the Department's key performance indicators	1/7/97—30/9/97			Appropriate key performance indicators will facilitate improved service delivery. (NQ)
Improved measurement of productivity	Branches to develop productivity measures	1/8/97—30/9/97			Better use of resources. (NQ)

Milestone	Outputs	Commencement Date Completion Date	Value of Productivity $	Actual Savings $	Value of Productivity %
Staff to be more actively involved in strategic planning	Directors to meet with staff on a regular basis to evaluate the progress of operational plans	1/7/97—Ongoing			Staff are able to link their work outputs to the strategic objectives. (NQ)
INFORMATION TECHNOLOGY IMPROVEMENTS					***(NQ) denotes that the productivity value is not able to be quantified***
Outcomes:					
New computer server will include full RAID 5 fault tolerance	In the event of hard disk failure the computer system will be fully operational in ten minutes	1/7/97—31/7/97			No loss of productivity in the event of computer hard disk failure. (NQ)
All staff will be provided with Microsoft Office '97	Staff will have access to the latest multifunctional software	1/1/98—31/3/98	1,700 (50 staff x .75 x 2 hours x $22.60 per hour)		.07
The Department's network infrastructure will be upgraded to a switch network	Bottlenecks and general system faults reduced by an estimated 50%.	1/7/97—31/7/97	14,700 (50 users x 52 weeks x 50% x $22.60 per hour)		.65
Develop a disaster recovery plan	Normal computer operations can be resumed in 5 working days in the event of a disaster.	1/9/97—31/12/97			No risk of long term productivity loss in the event of disaster occurrence. (NQ)
INTERNET COMMUNICATIONS					***(NQ) denotes that the productivity value is not able to be quantified***
Outcomes:					
Improved dissemination of information to local governments and the public	Provision of Departmental publications, circulars and other information about local government on the Internet	30/9/97—ongoing			Improved communications with local Government at minimal cost (NQ)
More effective data collection processes by the Local Government Grants Commission in the annualgrants determination process	Time involved in determining grants is reduced	1/7/98—ongoing	3,500 (142 councils x 2 hours x hourly rate of level 2)		.15
Accessibility to, and by local governments on the Internet is increased	Promote the use of the Internet by local governments	1/7/97—ongoing			Improved communications with local government at minimal cost. (NQ)
Information to be made available on the Internet to assist local governments to improve statutory compliance standards	Provision of legislative and other data on the Internet	31/3/98—ongoing			Reduction in telephone inquiries from local governments. (NQ)
IMPROVE PROCESSES FOR CONDUCTING INQUIRIES AND INVESTIGATIONS INTO LOCAL GOVERNMENT					***(NQ) denotes that the productivity value is not able to be quantified***
Outcomes:					
A more effective mechanism for carrying out investigations and inquiries into local governments	Develop standard procedures for conducting investigations and inquiries	1/7/97—30/9/97			Reduce the time spent conducting inquiries and investigations. (NQ)
Improved monitoring of local government statutory compliance	Develop a monitoring and compliance program for the Local Government Act	30/9/97—31/1/98	4,000 (.4 hours per week at level 4 + 4 hours per week at level 3)		.17
Improved statutory compliance by local government	Undertake a review of the self assessment statutory compliance process	30/9/97—31/12/97	14,100 (.3 x level 5)		.62
COMMUNITY FACILITIES GRANTS PROGRAM					
Outcomes:					
Funding for improved community facilities, including— • public toilets and nursing rooms • playgrounds, including equipment • roadside rest areas and facilities • information signs • litter bins	Grants of between $2,000 and $20,000 for local governments, incorporated community groups and businesses	1/7/97- 30/6/00	4,900 (.26 x level 5+ .26 x level 7 + .26 x level 9)		.22

Milestone	Outputs	Commencement Date Completion Date	Value of Productivity $	Actual Savings $	Value of Productivity %

15. PRODUCTIVITY SUMMARY AND ANALYSIS

PRODUCTIVITY ANALYSIS

Milestones	Outputs	Quantifiable %	Not Quantifiable
1. Implementation of Financial Management Information System	1. Support and maintenance to be provided from within existing resources	.3	
	2. Payments processing will be controlled by the Department	.16	
	3. Asset acquisition and disposal will be managed on a full accrual basis	.2	
	4. Full accrual information available for managers and Treasury	.16	
	5. Processing costs for cheque production will be reduced	.04	
2. Implementation of Risk Management Plan	6. Corporate objectives are achieved with minimal risk	15	
	7. Risk management plan is implemented immediately	⇑	
	8. Plan is monitored on a regular basis	⇑	
	9. Managers are responsible for ensuring action plans within the Risk Management are carried out.	⇑	
	10. Occupational health policies, disability service plans, code of conduct, appropriate insurance covers and disaster recovery plans are in place.	⇑	
	11. Increased service delivery	⇑	
3. Implementation of New Records Management Information System	12. Time spent logging and tracking correspondence will be reduced by three hours per week	.7	
	13. Routing and tracking of files will be reduced by three hours per week	.07	
	14. Time spent logging and tracking ministerials will be reduced by three hours per week	.12	
	15. Time spent on retention and disposal will be reduced by three weeks per year	.06	
	16. Time spent on naming and titling files will be reduced by 15 minutes per file	06	
	17. Queries handled by Records staff will reduce by around 30% per week	.16	
4. Development of Strategic and Operational Plans	18. Formalise new positions, advertise vacancies and arrange internal transfers where necessary		√
	19. Communicate the strategic plan to local government and report on Departmental strategic issues in the Department's quarterly magazine "Update"		√
	20. Operational plans to be completed by all branches		√
	21. Undertake an extensive survey of the industry's assessment of the Department's performance		√
	22. Review the Department's key performance indicators		√
	23. Branches to develop productivity measures		√
	24. Directors to meet with staff on a regular basis to evaluate the progress of operational plans		√
5. Information Technology Improvements	25. In the event of hard disk failure the computer system will be fully operational in ten minutes	.07	
	26. Staff will have access to the latest multifunctional software	.65	
	27. Bottlenecks and general system faults reduced by 50%		√
	28. Normal computer operations can be resumed in 5 working days in the event of a disaster		√
6. Internet Communications	29. Provision of Departmental publications, circulars and other information about local government on the Internet		√
	30. Time involved in grants determination process is reduced	.15	
	31. Promote the use of the Internet by local governments		√
	32. Provision of legislative and other data on the Internet	.17	
7. Improve Processes For Conducting Inquiries and Investigations into Local Government	33. Develop standard procedures for conducting investigations and inquiries	.62	
	34. Develop a monitoring and compliance program for the Local Government Act		
	35. Undertake a review of the self assessment statutory compliance process	.22	
8. Community Facilities Grants Program	36. Provide grants of between $2,000 and $20,000 for local governments, incorporated community groups and businesses		
	TOTAL	18.91%	

HOSPITAL SALARIED OFFICERS FREMANTLE HOSPITAL AND HEALTH SERVICE ENTERPRISE BARGAINING AGREEMENT 1997.
No. PSA AG 29 of 1997.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Metropolitan Health Service Board —Fremantle Hospital and Health Service

and

Hospital Salaried Officers Association of Western Australia (Union of Workers).

No. PSA AG 29 of 1997.

16 December 1997.

Order.

REGISTRATION OF AN INDUSTRIAL AGREEMENT.
No. PSA AG 29 OF 1997.

HAVING heard Mr P. Brunner on behalf of the first named party and Mr C. Panizza on behalf of the second named party; and

WHEREAS an agreement has been presented to the Public Service Arbitrator for registration as an Industrial Agreement; and

WHEREAS the Public Service Arbitrator is satisfied that the aforementioned agreement complies with s.41A, s.49A and s.49B of the Industrial Relations Act, 1979;

NOW THEREFORE the Public Service Arbitrator, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement titled the Hospital Salaried Officers Fremantle Hospital and Health Service Enterprise Bargaining Agreement 1997, filed in the Commission on 5 December 1997, signed by me for identification, be and is hereby registered as an Industrial Agreement.

(Sgd.) C. B. PARKS,
[L.S.] Public Service Arbitrator.

AGREEMENT

1.—TITLE

This Agreement shall be titled the Hospital Salaried Officers Fremantle Hospital and Health Service Enterprise Bargaining Agreement 1997.

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Purpose of Agreement
4. Application and Parties Bound
5. Term of Agreement
6. No Extra Claims
7. Objectives, Principles and Commitments
8. Framework and Principles for further Productivity Bargaining
9. Awards, Agreements and Workplace Agreements
10. Rates of Pay and their Adjustment
11. Resources for Productivity Negotiations
12. Dispute Avoidance and Settlement Procedures
13. Hours
14. Part-Time Employees
15. Medical Imaging Technologists
16. Public Holidays
17. Long Service Leave
18. Sick Leave
19. Family, Bereavement and Personal Leave
20. Allowances
21. Overpayments
22. Salaries
23. Ratification

ATTACHMENT 1 Model for Identifying Productivity Increases

3.—PURPOSE OF AGREEMENT

(1) This Agreement aims to achieve improvements in productivity and efficiency and the enhanced performance of Fremantle Hospital and Health Service along with allowing the benefits from those improvements to be shared by employees, Fremantle Hospital and Health Service and the Government on behalf of the Community.

(2) This Agreement places priority on the parties at Fremantle Hospital and Health Service taking responsibility for their own labour relations affairs and reaching agreement on issues appropriate to Fremantle Hospital and Health Service.

(3) This Agreement is entered into in accordance with the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise BargainingFramework Agreement 1996.

4.—APPLICATION AND PARTIES BOUND

(1) This agreement applies to the Hospital Salaried Officers Association of Western Australia (Union of Workers) (HSOA), the Employees covered by the HSOA's Public Sector Awards employed by the Metropolitan Health Service Board at Fremantle Hospital and Health Service, (hereinafter referred to as Fremantle Hospital and Health Service) subject to the extent to which it employs employees covered by the Hospital Salaried Officers Award No. 39 of 1968.

(2) The estimated number of employees bound by this Agreement at the time of registration is 680 employees.

(3) This Agreement shall be read in conjunction with the Hospital Salaried Officers Award No. 39 of 1968 (hereafter referred to as the Award) and shall replace the provisions of that Award where expressly stated herein.

(4) This Agreement amends, consolidates and replaces the Hospital Salaried Officers Fremantle Hospital and Health Service Enterprise Bargaining Agreement 1997

5.—TERM OF AGREEMENT

(1) This Agreement shall operate from the date of Registration until 31 December 1997, provided that this Agreement, including allowances and salaries, may be varied or replaced prior to its expiry in order to implement any agreement arising out of this Agreement or the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996.

(2) The parties to this Agreement agree to re-open negotiations forthwith.

6.—NO EXTRA CLAIMS

(1) Subject to the agreed award consolidation and the mandatory core items for the first salary increase as outlined in Clause 13(1) of the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996, this Agreement is in settlement of Application Number P59/94.

(2) For the life of this Agreement or any agreement replacing this Agreement, the Hospital Salaried Officers Association shall make no further claims at Industry or Health Service level for productivity improvements which occurred prior to 1 January 1996.

7.—OBJECTIVES, PRINCIPLES AND COMMITMENTS

(1) The parties agree that the objectives of this Agreement are to—

(a) improve the productivity and efficiency of Fremantle Hospital and Health Service;

(b) facilitate greater decentralisation and flexibility in negotiating employment conditions and work arrangements at Fremantle Hospital and Health Service;

(c) ensure high quality patient services in a safe, healthy and equitable work environment;

(d) ensure high quality of employment and jobs; and

(e) provide a pathway to providing a wage increase to employees based upon the achievement of improved productivity and efficiency.

(2) By—

(a) ensuring that gains achieved through agreed improved productivity and changes in workplace culture

are shared by employees, Fremantle Hospital and Health Service and its clients and the Government on behalf of the community;

(b) ensuring that Fremantle Hospital and Health Service operates in a manner consistent with the principles outlined in Section 7 of the Public Sector Management Act;

(c) developing and pursuing changes on a co-operative basis; and

(d) ensuring that Fremantle Hospital and Health Service operates as effectively, efficiently and competitively as possible.

(3) The Hospital Salaried Officers Association and Fremantle Hospital and Health Service, Management and Employees bound by this Agreement are committed to—

(a) Support and actively contribute to health service continuous quality improvement, including best practice, where best practice—

(i) is simply the best way of doing things;

(ii) is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to health service issues;

(iii) practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues;

(iv) is outcome rather than simply activity based;

(v) provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used;

(vi) depends on effective training, empowerment and participation of both management and employees to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process; and

(vii) are to be based on the following principles—

- customer/patient focus
- management commitment
- employee participation
- leadership
- information analysis
- policies and plans
- appropriate standards
- hospital/health service performance
- cost effectiveness
- working smarter

(b) Support the clinical, teaching, research and organisation goals of the health service and contribute to the achievement of those goals as active members of the health service community.

(c) Support and actively contribute to the achievement and/or maintenance of ACHS Accreditation.

(d) Actively contribute to the achievement of health service budgets.

(e) Assist with achieving Health department defined waiting list priorities and day surgery targets.

(f) Co-operate with the development and implementation of strategies to achieve length of stay targets.

(g) Participate in a Multidisciplinary approach to patient care.

(h) The principles of public sector administration, in particular to the principles contained in Sections 7., 8. and 9. of the Public Sector Management Act 1994.

In addition, Fremantle Hospital and Health Service is committed to facilitating and encouraging the participation and commitment of employees.

8.—FRAMEWORK AND PRINCIPLES FOR FURTHER PRODUCTIVITY BARGAINING

(1) (a) Following the receipt of a request from the HSOA to negotiate an amendment to this Agreement with Fremantle Hospital and Health Service, a representative from Fremantle Hospital and Health Service will meet with a representative from the HSOA to discuss the request as soon as practicable but in any event within five working days of the receipt of the request.

These discussions should include process issues such as what sort of bargaining mechanism will be established, what consultative process can be used or needs to be put in place, possible initiatives to be considered and the time frame.

Negotiations will be conducted in a manner and time frame agreed by the parties to this Agreement.

(b) The negotiations should occur on the basis of a broad agenda of initiatives designed to improve efficiency, effectiveness, productivity, patient care and flexibility within Fremantle Hospital and Health Service.

(c) The agenda should include but not be limited to—

(i) changes in work organisation, job design and working patterns and arrangements;

(ii) examination of terms and conditions of employment to ensure they are suited to Fremantle Hospital and Health Service's operational requirements;

(iii) identification and implementation of best practice across all areas of service delivery;

(iv) (i), (ii) and (iii) can be achieved by means including but not limited to;

(aa) new training and skills development programs as and where required;

(bb) the optimum use of human and capital resources including new technology;

(cc) quality assurance and continuous improvement programs;

(dd) having due regard to operational requirements, allowing sufficient flexibility to enable employees to meet their family responsibilities; and

(ee) active occupational health and safety risk reduction, training and rehabilitation programs.

(2) In negotiating further salary increases in return for productivity improvements, the parties should ensure that the following issues have been addressed and/or applied—

(a) Productivity Improvements

Productivity improvements are changes which increase the efficiency and effectiveness of Fremantle Hospital and Health Service in meeting its agreed and contracted service programs and outcomes. Productivity improvements may be related to work practices or arrangements. They may be things which go to minimise the cost of what is done, to the way things are done, to when they are done, to the quality of what is done or to improve the ability of the provider to meet patient and customer needs. They may or may not require changes from Award conditions.

Without limiting any of the above, in practice, the primary focus of Enterprise Bargaining in the workplace is likely to be on best practice, efficiency, effectiveness, competitiveness, cost savings, and quality of employment.

(b) Sharing Gains from Productivity Improvement

The parties accept that there is no precise formula for the sharing of gains from productivity improvements, but in any agreement, in addition to employee benefits, there must be a clear and specific return to Fremantle Hospital and Health Service and/or the Government. Productivity improvements may be related to work practices or arrangements, subject to acceptance that where capital expenditure requires changes in work methods and/or the number of employees and the changes are of a nature that enhances the investment, it shall qualify as a productivity improvement, provided that there is a net quantifiable benefit to Fremantle Hospital and Health Service.

Any agreement reached should not rely primarily on improvements which are merely the result of new technology or financial reforms or other such initiatives. For example; in the case of capital investment (technology), changes arising from capital expenditure for which Fremantle Hospital and Health Service

takes the risk and which require a reasonable return on the funds invested, do not necessarily count as a productivity improvement.

The treatment of improved efficiency arising from major capital expenditure is to be agreed by Fremantle Hospital and Health Service and the HSOA and shall take into account factors such as the cost of capital.

Where employees repackage or exchange employment conditions, all or most of the saving or productivity improvement made by Fremantle Hospital and Health Service can be returned to the employees.

(c) Identifying Productivity Increases

To assist in such a review a model for identifying productivity increases is contained in Attachment 5 of the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996. The model is included as a guide only and it is expected that it will be modified to meet the needs of Fremantle Hospital and Health Service as required.

(d) Quantum and Timing of Increases

The aggregate productivity gains negotiated at Fremantle Hospital and Health Service could result in increases greater than the targeted amount, however there are practical limits on how much can be paid and when the increases can be paid for specific operational improvements.

9.—AWARDS, AGREEMENTS AND WORKPLACE AGREEMENTS

(1) Relationship Between Agreements and Awards

Consistent with the Industrial Relations Act 1979 and the State Wage Principles, this Agreement shall provide the whole of the employees' wage increases for the life of the Agreement.

(2) Subject to the Industrial Relations Act 1979 and the State Wage Principles, the parties reserve their rights to seek to amend this Agreement to provide for further salary increases in return for productivity improvements at the Health Service.

(3) Choice between this Agreement and Workplace Agreements

(a) The parties accept that Employees will be given an informed and free choice between this Agreement and Workplace Agreements;

(b) To facilitate the making of an informed and free choice—

(i) Employees who are to be offered a choice between this Agreement and a workplace agreement may only be required to indicate their choice after the employee has been offered the position.

(ii) Where an employee has been offered a choice the employee shall have a minimum of seven days in which to decide which alternative to take, provided that where it is necessary to fill a position within a period of less than seven days or where an employer agrees to an employee commencing within a period of less than seven days, the employee shall have up to the date of formal acceptance.

(iii) The employee shall be provided with—

(aa) a copy of an agreed summary of this Agreement; and

(bb) a copy of a summary of the Workplace Agreement.

(iv) At the request of an employee, the employee shall be provided with;

(aa) access to a copy of this Agreement and the Workplace Agreement;

(bb) any other relevant documentation, such as information on salary packaging; and

(cc) information on where they can obtain further advice and on how to contact the Union.

For its part, the Union undertakes to advise all employees on the matter of choice whether or not they are members of the Union.

(c) If agreement on any aspect of this clause is not able to be reached the dispute settlement procedure set out in Clause 12 of this Agreement is to be followed.

(4) By agreement between the employer and the employee, an employee who has signed a Workplace Agreement prior to the registration of this S.41 Industrial Agreement can revisit the Workplace Agreement in light of this Agreement.

(5) All staff transferred or redeployed to Fremantle Hospital and Health Service from within the Public Sector or within the Government Health Industry may be offered the choice of a Workplace Agreement or this Agreement subject to the discretion of Fremantle Hospital and Health Service.

(6) All promotional positions and new staff recruited by Fremantle Hospital and Health Service from outside the Public Sector may be provided with the choice of a Workplace Agreement or S41 Industrial Agreement, subject to the discretion of Fremantle Hospital and Health Service.

(7) In the exercising of the discretion to only offer a Workplace Agreement under subclauses (5) and (6) of this clause, Fremantle Hospital and Health Service shall ensure that the decision to only offer a Workplace Agreement is made for legitimate operational reasons. In exercising their discretion to only offer a Workplace Agreement, Fremantle Hospital and Health Service is to liaise with the HSOA to ensure it is not done to circumvent the option of choice.

10.—RATES OF PAY AND THEIR ADJUSTMENT

Pursuant to the amendment, consolidation and replacement of the Hospital Salaried Officers Fremantle Hospital and Health Service Enterprise Bargaining Agreement 1996, this Agreement provides for a 5% salary increase effective from the date of registration of this Agreement.

11.—RESOURCES FOR PRODUCTIVITY NEGOTIATIONS

(1) It is recognised that enterprise bargaining places considerable obligations upon the parties at Fremantle Hospital and Health Service.

(2) (a) To assist in meeting these obligations, Fremantle Hospital and Health Service will assist by providing appropriate resources having regard to the operational requirements of Fremantle Hospital and Health Service and resource requirements associated with developing amendments to this Agreement aimed at achieving further salary increases in return for productivity improvements;

(b) It is accepted that employees of Fremantle Hospital and Health Service who are involved in the enterprise bargaining process will be allowed reasonable paid time to fulfil their responsibilities in this process;

(c) Access to resources shall be negotiated with Fremantle Hospital and Health Service and shall not unreasonably affect the operation of Fremantle Hospital and Health Service;

(d) Any paid time or resources shall be provided in a manner suitable to both parties and to enable negotiations to occur and to assist in the achievement of agreement.

(e) The parties accept that the process of bargaining in good faith includes disclosing relevant information, as appropriate for the purposes of the negotiations and confidentiality and privacy in the negotiation process will be respected at all times.

(f) The parties accept that on occasions the nature of certain information may prejudice a party's position or not assist in the resolution of the matter. Subject to the rights of the parties to invoke Clause 12.—Dispute Avoidance and Settlement Procedures of this Agreement, a decision on whether or not to exchange or divulge information will be a matter for the relevant party to decide, provided that information shall not be unreasonably withheld;

(g) Where information of a commercial or sensitive nature is exchanged, the parties agree not to use or divulge that information outside of the negotiating forums.

(3) No officer or employee will be discriminated against as a result of activities conducted in accordance with this clause.

12.—DISPUTE AVOIDANCE AND SETTLEMENT PROCEDURES

(1) The objective of this Clause is to provide a set of procedures for dealing with any questions disputes or difficulties arising under this Agreement and for dealing with any questions, dispute or difficulty between the parties during negotiations for amendments to this Agreement.

(2) Subject to the Public Sector Management Act 1994, in the event of any question, dispute or difficulty between the parties as to the application of Government policy and the Wage Principles and/or their effect upon this Agreement, the Health Department and/or the Department of Productivity and Labour Relations (DOPLAR) are to provide advice to Fremantle Hospital and Health Service in an attempt to resolve the matter.

(3) Subject to the Public Sector Management Act 1994, in the event of any question, dispute or difficulty arising under this Agreement, the following procedures shall apply, provided that nothing in these procedures shall prevent the Secretary of the HSOA (or his/her nominee) from intervening to assist in the process—

(a) The matter is to be discussed between the HSOA employee representative and the employer representative and an attempt made to resolve the matter;

(b) If the matter is unable to be resolved through discussions between the HSOA employee representative and the Fremantle Hospital and Health Service representative, the matter is to be discussed between the employee representative and the Chief Executive Officer of Fremantle Hospital and Health Service or his/her nominee, as soon as practicable but within five working days. Notification of any question, dispute or difficulty may be made verbally and/or in writing;

(c) The parties may individually or collectively seek advice from any appropriate organisation or person in an attempt to resolve the matter;

(d) If the matter is not resolved within five working days of the date of notification in (b) hereof, either party may notify the Secretary of the HSOA (or his/her nominee), or the Chief Executive Officer of Fremantle Hospital and Health Service (or his/her nominee) of the existence of a dispute or disagreement;

(e) The Secretary of the HSOA (or his/her nominee) and the Chief Executive Officer of Fremantle Hospital and Health Service (or his/her nominee) shall confer on the matters notified by the parties within five working days and—

(i) where there is agreement on the matters in dispute the parties shall be advised within two working days;

(ii) where there is disagreement on any matter it may be submitted to the Western Australian Industrial Relation Commission.

(4) Where any matter is referred to the Western Australian Industrial Relations Commission and the matter is not resolved by conciliation, then the matter remaining in dispute may be resolved by arbitration in accordance with the provisions of the Industrial Relations Act 1979 and the State Wage Principles.

13.—HOURS

This clause replaces Clause 13.—Hours of the Hospital Salaried Officers Award No. 39 of 1968.

(1) (a) The ordinary hours of work shall be an average of thirty eight per week and shall be worked by one of the following arrangements—

(i) Ordinary hours of work of thirty eight per week;

(ii) Flexitime roster covering a settlement period of four weeks;

(iii) Actual hours of seventy six over nine days with the tenth day to be taken as a paid rostered day off;

(iv) Such other arrangements as are agreed between the employer and employee. Provided that proposed hours of duty where set outside the terms of this Agreement shall be subject to ratification of the WA Industrial Commission.

(v) In addition to the above arrangements, where the employee and the employer so agree in writing, shifts of not more than 12 hours may be worked.

(b) Subject to the following, where the employer and an employee or group of employees agree in writing, shifts of up to 12 hours may be worked provided the average normal hours worked in a shift cycle or settlement period does not exceed 76 per fortnight.

(i) While recognising that in the course of an averaging process there may be some individual variances, the terms and conditions of the shift agreement shall on balance be no less favourable than those prescribed by this Agreement;

(ii) The period of the shift cycle or settlement period over which the arrangement may extend shall be clearly defined;

(iii) The arrangement shall allow for a minimum of one clear day off in each 7 days;

(iv) The arrangement may allow for additional time off in lieu of penalty rates;

(v) The arrangement may allow for salary averaging of regular penalties and allowances including penalties for working on a public holiday;

(vi) Any proposed arrangement or agreement which extends beyond these parameters must be referred to the Industrial Relations Commission for ratification.

(c) Where the employer has made a definite decision to introduce changes to shift rosters or employees' ordinary hours, the employer shall notify the employees who may be affected by the proposed changes and the Union as soon as the decision has been made and before the changes are to be introduced. Discussion with the employees and union shall occur consistent with the Introduction of Change clause of the Hospital Salaried Officers Award No. 39 of 1968.

(d) The operation of working arrangements prescribed in paragraph (a) above, shall be consistent with the working arrangements prescribed in this clause.

(2) Ordinary Hours

Subject to the Award clauses other than those expressly replaced by this Agreement, the spread of ordinary hours will be from 6.00am to 6.00pm Monday to Friday inclusive with a meal break of not less than 30 minutes nor more than 60 minutes to be taken between 12.00noon and 2.00pm, provided that an employee may with prior approval of their supervisor be allowed to extend the meal break beyond 60 minutes to a maximum of 90 minutes.

(3) Other Working Arrangements

(a) The ordinary hours of duty observed may be varied in accordance with subclause (1)(a)(iv) so as to make provisions for—

(i) the attendance of employees for duty on a Saturday, Sunday, or Public Holidays.

(ii) the performance of shift work including work on Saturdays, Sundays or Public Holidays; and

(iii) the nature of the duties of an employee or class of employees in fulfilling the responsibilities of their office.

provided that where the hours of duty are so varied an employee shall not be required to work more than five hours continuously without a break unless agreed in writing between the employee and the employer.

(b) Notwithstanding the above, where it is considered necessary to provide a more economic operation, the employer may authorise the operation of alternative working arrangements in the hospital/health service, or any branch or section thereof.

The continuing operation of any alternative working arrangements, so approved, will depend on the employer being satisfied that the efficient functioning of the hospital/health service is being enhanced by its operation.

Such alternative working arrangements shall be in accordance with subclause (1)(a)and (d).

(4) Flexitime Arrangements

(a) Flexitime Roster

(i) The authorisation of a flexitime roster shall be the responsibility of the employer. The roster will indicate the minimum staffing and any other requirements in respect to starting and finishing times, lunch break coverage and flexileave.

(ii) The roster shall cover a settlement period of four weeks and shall be made available to all affected employees no later than three days prior to the settlement period commencing.

(iii) The roster shall be prepared in consultation with the affected employees, subject to the employer retaining the right to determine arrangements to suit the operational needs of the department.

(iv) Subject to four weeks notice being given to affected employees, the employer may withdraw authorisation of a flexitime roster.

(b) Hours of Duty

(i) The ordinary hours of duty may be an average of 7 hours 36 minutes per day which may be worked with flexible commencement and finishing times in accordance with the provisions of this subclause, provided that the required hours of duty for each four week settlement period shall be 152 hours.

(ii) For the purpose of leave and Public Holidays, a day shall be credited as 7 hours 36 minutes.

(c) Flexitime Periods

Within the constraints of the prepared roster and subject to the concurrence of the supervisor, employees may select their own starting and finishing times within the following periods—

6.00 am to 9.30 am

11.00 am to 2.30 pm (Minimum half an hour break)

3.30 pm to 6.00 pm

(d) Core Periods

Core periods may be set by agreement between the employer and the employee.

(e) Lunch Break

(i) An employee shall be allowed to extend the meal break between 11 am and 2.30 pm of not less than 30 minutes but not exceeding 60 minutes except as provided below.

(ii) An employee may be allowed to extend the meal break beyond 60 minutes to a maximum of 90 minutes. Such an extension is subject to prior approval of the employee's supervisor.

(f) Flexileave

(i) Within the constraints of the prepared roster and subject to the prior approval of the supervisor, an employee may be allowed a maximum of two full days or any combination of half days and full days that does not in total exceed two days in any one settlement period.

(ii) Approval to take flexileave is subject to the employee having accrued sufficient credit hours to cover the absence prior to taking the leave. In exceptional circumstances and with the approval of the employer, flexileave may be taken before accrual subject to such conditions as the employer may impose.

(g) Settlement Period

(i) For recording time worked, there shall be a settlement period which shall consist of four weeks.

(ii) The settlement period shall commence at the beginning of a pay period.

(iii) The required hours of duty for a settlement period shall be 152 hours.

(h) Credit Hours

(i) Credit hours in excess of the required 152 hours to a maximum of 7 hours 36 minutes are permitted at the end of each settlement period. Such credit hours shall be carried forward to the next settlement period.

(ii) Credit hours in excess of 7 hours 36 minutes at the end of a settlement period shall be lost.

(iii) Credit hours at any point within the settlement period shall not exceed 20 hours.

(i) Debit Hours

(i) Debit hours below the required 152 hours to a maximum of 4 hours are permitted at the end of each settlement period.

Such debit hours shall be carried forward to the next settlement period.

(ii) For debit hours in excess of 4 hours, an employee shall be required to take leave without pay for the period necessary to reduce debit hours to those specified in subparagraph (i) of this subclause.

(iii) Employees having excessive debit hours may be required to work standard working hours in addition to not being paid for the number of hours in excess of the debit hours permitted at the end of each settlement period.

(j) Maximum Daily Working Hours

Subject to subclause (1)(b), a maximum of 10 hours may be worked in any one day.

(k) Study Leave

Where study leave has been approved by the employer, credits will be given for education commitments falling within the ordinary hours of duty and for which "time off" is necessary to allow for attendance at formal classes.

(l) Overtime

(i) Employees receiving at least one day's prior notice of overtime shall be required to work the ordinary hours of duty determined by the employer under subclause (1) of this clause.

(ii) Where an employee is required to work overtime at the conclusion of a day with less than one day's notice, and

(aa) where the employee has at the commencement of that day 2 hours or more flexitime credits, the employee shall be paid overtime after 5 hours work on that day, or for time worked after 3.30 pm, whichever is the later, or

(bb) where that employee has commenced duty prior to 8.30 am and has, at the commencement of that day, less than 2 hours flexitime credits, the employee shall be paid overtime, for time worked after the completion of ordinary hours of duty or after working 7 hours 36 minutes on that day, whichever is the earlier, or

(cc) where that employee has commenced work after 8.30 am and has, at the commencement of that day, less than 2 hours flexitime credits, the employee shall be paid overtime for time worked after 5.30 pm or after working 7 hours 36 minutes, on that day whichever is the earlier.

(iii) Where an employee is required to work overtime at the beginning of a day with less than one day's notice, that employee shall be paid overtime for any time worked prior to the commencing time for ordinary hours of duty determined by the employer under subclause (1) of this clause.

(5) Nine Day Fortnight

(a) Hours of Duty

(i) The employer may authorise the operation of a nine day fortnight where the ordinary hours of duty of 76 hours a fortnight are worked over nine days of the fortnight, exclusive of work performed on Saturday, Sunday and the special rostered day off, with each day consisting of 8 hours and 27 minutes.

(ii) The employer shall determine employees' commencing and finishing times between the spread of 6.00 am and 6.00 pm, in order to ensure that departmental requirements are met on each day.

(b) Lunch Break

A meal break shall be allowed and taken in accordance with the standard provisions of this clause.

(c) Special Rostered Day Off

Each employee shall be allowed one special rostered day off each fortnight in accordance with a roster prepared by management showing days and hours of duty and special rostered days off for each employee.

(d) Leave and Public Holidays.

For the purposes of leave and Public Holidays, a day shall be credited as 8 hours 44 minutes notwithstanding the following—

(i) When a Public Holiday falls on an employee's special rostered day off the employee shall be granted a day in lieu of the holiday prior to the conclusion of the current fortnight.

(ii) For a Public Holiday occurring during a period of annual leave, an additional day will be added to the period of leave irrespective of whether it falls on a rostered work day or special rostered day off.

(iii) A four week annual leave entitlement is equivalent to 152 hours, the equivalent to eighteen rostered working days of 8 hours 27 minutes, and two special rostered days off.

(iv) An employee who is sick on a special rostered day off will not be granted sick leave for that day, and will not be credited with an additional day off in lieu.

(e) Overtime

The provisions of the relevant overtime clause, shall apply for work performed prior to an employee's nominated starting time and after an employee's nominated ceasing time in accordance with subparagraph (a)(ii) and on an employee's special rostered day off.

(f) Study Leave

Credits for Study Leave will be given for educational commitments falling due between and employee's nominated starting and finishing times.

14.—PART-TIME EMPLOYEES

To be read in conjunction with Clause 34.—Part-time Employees of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Part-time workers aged 21 years or more shall be paid at a rate pro-rata to the rate prescribed for the class of work for which they are engaged in the proportion to which their fortnightly hours bear to 76 hours per fortnight.

(2) When a part-time worker as defined by the Hospital Salaried Officers Award No. 39 of 1968, commences employment on or after the 1 July 1996, he/she shall accrue service towards progression onto subsequent salary increments within a salary level, on a pro-rata basis of the number of hours worked to full time hours.

(3) Provided that relevant prior service and experience shall be taken into account when determining at what increment within a specified salary level a part-time employee is appointed.

15.—MEDICAL IMAGING TECHNOLOGISTS

This provision replaces Clause 12. of the Hospital Salaried Officers Award No. 39 of 1968.

Notwithstanding anything contained elsewhere in this Agreement or in the Hospital Salaried Officers Award No. 39 of 1968, Medical Imaging Technologists who were prior to this Agreement employed on a thirty-five hour and four week annual leave basis shall as a result of the registration of this Agreement, be employed on a thirty-five and a half (35.5) hour week and four week annual leave basis.

16.—PUBLIC HOLIDAYS

This provision replaces subclause 16(1)(a) of the Hospital Salaried Officers Award No. 39 of 1968.

(1) The following days or the days observed in lieu thereof shall subject as hereinafter provided, be allowed as holidays without deduction of pay, namely New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties in lieu of any of the days named in this subclause.

(2) With effect from 1 April 1996 employees covered by this Agreement shall not be eligible to receive the two floating holidays otherwise provided for by Operational Instruction 657/95 and Circular to Ministers No. 1 of 1994 issued by the Office of The Premier. Provided that the holiday employees become eligible to receive on 2 January 1996 may be taken in accordance with the above mentioned Circular before 1 January 1997.

17.—LONG SERVICE LEAVE

This clause replaces Clause 19. Long Service Leave of the Hospital Salaried Officers Award No. 39 of 1968 with effect from 1st April 1996.

(1) An employee shall be entitled to thirteen weeks paid long service leave on the completion of ten years of continuous service and an additional thirteen weeks paid long service leave for each subsequent period of ten years of continuous service completed by the employee.

(2) Notwithstanding subclause (1), an employee in employment with an employer respondent to the Hospital Salaried Officers Award N0. 39 of 1968 at the time of the inception of this agreement shall retain the proportion of long service leave accrued at the rate provided by the Award at that time and accrue the balance at the ten year rate.

(3) Upon application by an employee, the employer may (subject to subclause (4) of this Agreement), approve of the taking by the employee—

(a) of double the period of long service leave on half pay, in lieu of the period of long service leave entitlement on full pay; or

(b) of half the period of long service leave on double pay, in lieu of the period of long service leave entitlement on full pay; or

(c) of any portion of his/her long service leave entitlement on full pay or double such period on half pay; or half such period on double pay

(d) A full time employee who, during a qualifying period towards an entitlement of long service leave was employed continuously on both a full time and part time basis may elect to take a lesser period of long service leave calculated by converting the part time service to equivalent full time service.

(4) Long service leave may be taken in weekly multiples on full, half or compacted pay provided that where an employees remaining portion of accrued untaken leave entitlement is less than a week such portion may be taken.

(5) Any holiday occurring during the period in which an employee is on long service leave will be treated as part of the long service leave, and extra days in lieu thereof shall not be granted.

(6) Long service leave shall be taken as it falls due at the convenience of the employer but within three years next after becoming entitled thereto: Provided that the employer may approve the accumulation of long service leave not exceeding twenty six weeks.

(7) (a) An employee who;

(a) at or before the 1st April 1996 was employed by Fremantle Hospital and Health Service, and has completed at least 15 years continuous service within the Western Australian Public Sector; or

(b) commenced employment with Fremantle Hospital and Health Service after the 1st April 1996, and has completed at least 15 years continuous service within the Western Australian Public Sector Health Industry;

may, by agreement with the employer, take pro-rata long service leave provided that the employee has completed at least three years continuous service with Fremantle Hospital and Health Service immediately prior to taking this leave.

(b) An employee who resigns from their employment with Fremantle Hospital and Health Service and who;

(a) at or before the 1st April 1996 was employed by Fremantle Hospital and Health Service, and has completed at least 15 years continuous service within the Western Australian Public Sector; or

(b) commenced employment with Fremantle Hospital and Health Service after the 1st April 1996, and has completed at least 15 years continuous service within the Western Australian Public Sector Health Industry;

shall, in addition to any accrued long service leave be paid pro-rata long service leave, provided that the employee has completed at least three years continuous service with Fremantle Hospital and Health Service immediately prior to his/her resignation.

(8) For the purposes of subclause (7), the Western Australian Public Sector Health Industry shall mean the Minister for Health, the Commissioner of Health and all Public Sector Hospitals, Health Services and Agencies constituted under the Hospitals and Health Services Act 1927.

(9) Where an Employee has been redeployed at the direction of a Western Australian Public Sector Employer, 3 years continuous service for the purposes of subclauses (7) of this Clause shall be calculated including the service with such previous employer or employers.

(10) An employee who resigns having not qualified to be paid pro-rata long service leave in accordance with subclause (8) shall, subject to subclause (12), be entitled to payment for accrued long service leave only.

(11) An employee who is dismissed, shall not be entitled to long service leave or payment for long service leave other than leave that had accrued to the employee prior to the date of the offence for which the employee is dismissed provided that an employee who is dismissed through no fault of his/her own and who having completed at least 15 years continuous service, calculated in accordance with the provisions of this Clause, and having completed at least three years continuous service, calculated in accordance with the provisions of this Clause, with Fremantle Hospital and Health Service immediately prior to dismissal shall, in addition to any accrued long service leave be paid pro-rata long service leave.

(12) A lump sum payment for long service leave accrued in accordance with this clause and for pro-rata long service leave shall be made in the following cases—

(a) To an employee who retires at or over the age of fifty-five years or who has retired on the grounds of ill health, provided that no payment shall be made for pro-rata long service leave unless the employee has completed not less than twelve months' continuous service.

(b) To an employee who has retired for any other cause: Provided that no payment shall be made for pro-rata long service leave unless the employee had completed not less than three years' continuous service before the date of his/her retirement.

(c) To the widow or widower of an employee or such other person as may be approved by the employer in the event of the death of an employee: Provided that no payment shall be made for pro-rata long service leave unless the employee had completed not less than twelve months' continuous service prior to the date of his/her death.

(13) A calculation of the amount due for long service leave accrued and for pro-rata long service leave shall be made at the rate of salary of an employee at the date of retirement, resignation or death, whichever applies and no such payment shall exceed the equivalent of twelve months' salary.

(14) Long service leave accrued prior to the issue of the Hospital Salaried Officers Award No. 39 of 1968 shall remain to the credit of each employee.

(15) Subject to the provisions of subclauses (6), (10), (11), (12) and (16) of this clause, the service of an employee shall not be deemed to have been broken—

(a) by resignation, where he/she resigned from the employment of an employer a party to the Award and commenced with another employer a party to the Award within one working week of the expiration of any period for which payment in lieu of annual leave or holidays has been made by an employer party to the Award from whom he/she resigned or, if no such payment has been made, within one working week of the day on which his/her resignation became effective;

(b) if his/her employment was ended by his/her employer who is party to the Award, for any reason other than misconduct or unsatisfactory service but only if—

(i) the employee resumed employment with an employer party to the Award not later than six months from the day on which his/her employment ended; and

(ii) payment pursuant to subclause (11) of this clause has not been made; or

(c) by any absence approved by the employer as leave whether with or without pay.

(16) The expression "continuous service" in this clause includes any period during which an employee is absent on full pay or part pay, from his/her duties with any employer party to the Award, but does not include—

(a) any cumulative period exceeding two weeks in any one anniversary year during which the employee is absent on leave without pay;

(b) Any service of the employee who resigns or is dismissed, other than service prior to such resignation or to the date of any offence in respect of which the employee is dismissed when such prior service has actually entitled the employee to long service leave, including pro-rata long service leave, under this clause.

(17) Portability

(a) Where an employee was, immediately prior to being employed by Fremantle Hospital and Health Service, employed in the service of—

- The Commonwealth of Australia, or
- Any other State Government of Australia, or
- Any Western Australian State public sector or state government employer,

and the period between the date when the employee ceased previous employment and the date of commencing employment by a respondent to this Agreement does not exceed one week, that employee shall be 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 of appointment under the Public Sector Management Act, shall be 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 shall be 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 shall be calculated upon appointment by a respondent to this Agreement in accordance with the provisions of this clause.

(b) Nothing in this clause confers or shall be deemed to confer on any employee previously employed by the Commonwealth or by any other State of Australia any entitlement to a complete period of long service leave that accrued in the employee's favour prior to the date on which the employee commenced with Fremantle Hospital and Health Service.

(18) At the request of the employee and with the agreement of the employer, an employee faced with pressing personal needs, may be paid in lieu of taking a portion of long service leave.

18.—SICK LEAVE

This provision replaces subclause (7) of Clause 18.—Sick Leave of the Hospital Salaried Officers Award No. 39 of 1968.

The basis for the cumulative accrual of sick leave shall be—

	Leave On Full Pay Working Days
(a) On date of employment of the employee	5
(b) On completion by the employee of six months' service	5
(c) On completion by the employee of twelve months' service	10
(d) On completion of each additional twelve months' service by the employee	10

Provided that where an employee has accrued sick leave on half days pay prior to the date upon which this Agreement comes into effect those accrued half days shall be converted to the equivalent of full days sick leave and shall remain to the employee's credit until such time as they may be taken.

19.—FAMILY, BEREAVEMENT AND PERSONAL LEAVE

This clause replaces Clause 17.—Short Leave of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Family Leave

(a) In this subclause "family member" means the employee's spouse, defacto spouse, child, step child, parent, step parent. This entitlement will also apply to another person who lives with the employee as a member of the employee's family.

(b) The employee is entitled to use up to 38 hours of his/her personal accrued sick leave to care for an ill family member each year, providing the employee must maintain a minimum of 10 days of sick leave available for personal use in each year. Subject to subclause (e), all family leave taken is deducted from the employee's sick leave entitlement.

(c) Family leave is not cumulative from year to year.

(d) Medical certificate requirements are as per those for Sick Leave under the Award.

(e) Where an employee has insufficient accrued sick leave, by mutual agreement, up to five days of annual leave may be used for the purpose of family leave.

(2) Bereavement Leave

(a) An employee shall on the death of—

(i) the spouse of the employee;

(ii) the child or step-child of the employee;

(iii) the parent or step-parent of the employee;

(iv) the brother, sister, step brother or step sister; or

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

be eligible for up to two (2) days bereavement leave, provided that at the request of an employee the employer may exercise a discretion to grant bereavement leave to an employee in respect of some other person with whom the employee has a special relationship.

(b) The 2 days need not be consecutive.

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

(d) An employee who claims to be entitled to paid leave under paragraph (a) of this subclause is to provide to the employer, if so requested, evidence that would satisfy a reasonable person as to—

(i) the death that is the subject of the leave sought; and

(ii) the relationship of the employee to the deceased person.

(e) An employee requiring more than two days bereavement leave in order to travel overseas in the event of the death overseas of a member of the employees immediate family may, upon providing adequate proof, in addition to any bereavement leave to which the employee is eligible, have immediate access to annual leave and/or accrued long service leave in weekly multiples and/or leave without pay provided all accrued leave is exhausted.

(3) Special Personal Leave

(a) Without Pay

The employer may upon the request of an employee, grant that employee special leave without pay for any special or personal reason.

(b) Use of Annual Leave

The employer may, upon the request of an employee and with sufficient cause being shown, which may in the circumstances be with little notice, grant that employee single days of annual leave for pressing personal emergencies.

20.—ALLOWANCES

(1) Where an employee subject to this Agreement is paid an allowance as provided under the Hospital Salaried Officers Award No. 39 of 1968, which is calculated as a percentage of a salary rate prescribed by that Award, the allowance shall for the life of this Agreement, now be calculated using the salary rates as prescribed at Clause 22.—Salaries of this Agreement.

21.—OVERPAYMENTS

(1) Where an employee is paid for work not subsequently performed or is overpaid in any other manner, the employer is entitled to make adjustment to the subsequent wages or salaries of the employee.

(2) One-off Overpayments

Subject to subclauses (4) and (5), one-off overpayments may be recovered by the employer in the pay period immediately following the pay period in which the overpayment was made, or in the period immediately following the pay period in which it was discovered that overpayment has occurred.

(3) Cumulative Overpayments

Subject to subclauses (4) and (5), cumulative overpayments may be recovered by the employer at a rate agreed between the employer and the employee, provided that the rate at which the overpayment is recovered is not at a lesser rate than the rate at which it was overpaid or $50 per week, depending on which is the lesser amount per pay period.

(4) In exceptional circumstances, other arrangements for the recovery of overpayments may be agreed between the employer and the employee.

(5) the employer is required to notify the employee of their intention to recoup overpayment and to consult with the employee as to the appropriate recovery rate.

22.—SALARIES

This clause replaces Schedule A—Minimum Salaries of the Hospital Salaried Officers Award No. 39 of 1968 (Third ASNA referred to in Clause 10 (3) (a) of this Agreement is absorbed).

(1) Subject to the provision of Clause 9.—Salaries of the Award and to the provisions of this Clause the minimum annual salaries for employees bound by this Agreement are set in this Clause and shall apply from 1 January 1996 until the expiry of this Agreement.

(2) Minimum Salaries are detailed as follows.

LEVELS	Award Rate Salary P/Annum	Award Rate + 2 ASNA + 5% EB effective 1 Jan 1996 Salary P/Annum	Award Rate + 2 ASNA + 5% + 2% effective 1 July 1996 Salary P/Annum	Award Rate + 2 ASNA + 5% + 2% + 5% effective date of registration Salary P/Annum
LEVEL 1				
under 17 years of age	10,452	11,425	11,654	12,237
17 years of age	12,206	13,342	13,609	14,289
18 years of age	14,248	15,574	15,886	16,680
19 years of age	16,491	18,026	18,387	19,306
20 years of age	18,520	20,244	20,649	21,681
1st year of full-time equivalent adult service	20,343	22,237	22,682	23,816
2nd year of full-time equivalent adult service	20,997	22,924	23,382	24,551
3rd year of full-time equivalent adult service	21,647	23,606	24,078	25,282
4th year of full-time equivalent adult service	22,295	24,287	24,772	26,011
LEVEL 2	22,946	24,970	25,469	26,742
	23,597	25,654	26,167	27,475
	24,346	26,440	26,969	28,317
	24,864	26,984	27,524	28,900
	25,629	27,787	28,343	29,760

LEVELS	Award Rate Salary P/Annum	Award Rate + 2 ASNA + 5% EB effective 1 Jan 1996 Salary P/Annum	Award Rate + 2 ASNA + 5% + 2% effective 1 July 1996 Salary P/Annum	Award Rate + 2 ASNA + 5% + 2% + 5% effective date of registration Salary P/Annum
LEVEL 3	26,533	28,736	29,311	30,777
	27,236	29,475	30,064	31,567
	27,975	30,251	30,856	32,399
	29,154	31,488	32,118	33,724
LEVEL 4	29,771	32,136	32,779	34,418
	30,696	33,108	33,770	35,459
	31,647	34,106	34,788	36,527
	32,998	35,525	36,235	38,047
LEVEL 5	33,702	36,264	36,989	38,838
	34,669	37,279	38,025	39,926
	35,664	38,324	39,090	41,045
	36,688	39,399	40,187	42,196
LEVEL 6	38,660	41,470	42,299	44,414
	40,124	43,007	43,867	46,060
	42,204	45,191	46,095	48,400
LEVEL 7	43,317	46,360	47,287	49,651
	44,727	47,840	48,797	51,237
	46,188	49,374	50,362	52,880
LEVEL 8	48,323	51,616	52,648	55,280
	50,073	53,453	54,522	57,248
LEVEL 9	52,721	56,234	57,358	60,226
	54,563	58,168	59,331	62,298
LEVEL 10	56,580	60,286	61,491	64,566
	59,824	63,692	64,966	68,214
LEVEL 11	62,415	66,413	67,741	71,128
	65,050	69,179	70,563	74,091
LEVEL 12	68,663	72,973	74,432	78,154
	71,104	75,536	77,047	80,899
	73,888	78,459	80,028	84,029
CLASS 1	78,098	82,880	84,537	88,764
CLASS 2	82,308	87,300	89,046	93,498
CLASS 3	86,516	91,719	93,553	98,231
CLASS 4	90,726	96,139	98,062	102,965

(a) An employee, who is 21 years of age or older on appointment to a classification equivalent to Level 1, may be appointed to the minimum rate of pay based on years of service, not on age.

(b) A Medical Typist or Medical Secretary shall be paid a medical terminology allowance of $1000 per annum.

For the purposes of this subclause 'Medical Typist' and 'Medical Secretary' shall mean those workers classified on a classification equivalent to Level 1,2, or 3 who spend at least 50% of their time typing from tapes, shorthand, and/or Doctor's notes of case histories, summaries, reports or similar material involving a broad range of medical terminology.

(3) Salaries.—Specified Callings and Other Professionals are detailed as follows.

(a) Employees, who possess a relevant tertiary level qualification, or equivalent as agreed between the union and the employers, and who are employed in the callings of Architect, Audiologist, Bio Engineer, Chemist, Dietitian, Engineer, Medical Scientist, Librarian, Occupational Therapist, Physiotherapist, Physicist, Pharmacist, Clinical Psychologist, Psychologist, Research Officer, Scientific Officer, Social Worker, Speech Pathologist, Podiatrist, Medical Imaging Technologist, Nuclear Medicine Technologist, Radiation Therapist, Orthotist, or any other professional calling as agreed between the Union and employers, shall be entitled to Annual Salaries as follows—

LEVELS	Award Rate Salary P/Annum	Award Rate + 2 ASNA + 5% effective 1 Jan 1996 Salary P/Annum	Award Rate + 2 ASNA + 5% + 2% effective 1 July 1996 Salary P/Annum	Award Rate + 2 ASNA + 5% + 2% + 5% effective date of registration
LEVEL 3/5	26,533	28,736	29,311	30,777
	27,975	30,251	30,856	32,399
	29,771	32,136	32,779	34,418
	31,647	34,106	34,788	36,527
	34,669	37,279	38,025	39,926
	36,688	39,399	40,187	42,196
LEVEL 6	38,660	41,470	42,299	44,414
	40,124	43,007	43,867	46,060
	42,204	45,191	46,095	48,400
LEVEL 7	43,317	46,360	47,287	49,651
	44,727	47,840	48,797	51,237
	46,188	49,374	50,362	52,880
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	50,073	53,453	54,522	57,248
LEVEL 9	52,721	56,234	57,358	60,226
	54,563	58,168	59,331	62,298
LEVEL 10	56,580	60,286	61,491	64,566
	59,824	63,692	64,966	68,214
LEVEL 11	62,415	66,413	67,741	71,128
	65,050	69,179	70,563	74,091
LEVEL 12	68,663	72,973	74,432	78,154
	71,104	75,536	77,047	80,899
	73,888	78,459	80,028	84,029
CLASS 1	78,098	82,880	84,537	88,764
CLASS 2	82,308	87,300	89,046	93,498
CLASS 3	86,516	91,719	93,553	98,231
CLASS 4	90,726	96,139	98,062	102,965

(b) Subject to paragraph (d) of this sub clause, on appointment or promotion to the Level 3/5 under this sub clause—

(i) Employees, who have completed an approved three academic year tertiary qualification, relevant to their calling, shall commence at the first year increment;

(ii) Employees, who have completed an approved four academic year tertiary qualification, relevant to their calling, shall commence at the second year increment;

(iii) Employees, who have completed an approved Masters or PhD Degree relevant to their calling shall commence on the third year increment;

Provided that employees who attain a higher tertiary level qualification after appointment shall not be entitled to any advanced progression through the range.

(c) The employer and union shall be responsible for determining the relevant acceptable qualifications for appointment for the callings covered by this sub clause and shall maintain a manual setting out such qualifications.

(d) The employer in allocating levels pursuant to paragraph (b) of this sub clause may determine a commencing salary above Level 3/5 for a particular calling/s.

(4) The following conditions shall apply to employees in the callings detailed below—

Engineers—

Employees employed in the calling of Engineer and who are classified Level 3/5 under this Agreement shall be paid a minimum salary at the rate prescribed for the maximum of Level 3/5 where the employee is an "experienced engineer" as defined.

For the purposes of this paragraph "experienced engineer" shall mean—

(a) An engineer appointed to perform professional engineering duties and who is a Corporate Member of The Institution of Engineers, Australia, or who attains that status during service.

(b) An engineer appointed to perform professional duties who is not a Corporate Member of the Institution of Engineers, Australia but who possesses a degree or diploma from a University, College, or Institution acceptable to the employer on the recommendation of the Institution of Engineers, Australia, and who—

(i) having graduated in a four or five academic year course at a University or Institution recognised by the employer, has had four years experience on professional engineering duties acceptable to the employer since becoming a qualified engineer, or

(ii) not having a University degree but possessing a diploma recognised by the employer, has had five year's experience on professional engineering duties, recognised by the employer since becoming a qualified engineer.

(5) The rates of pay in this Agreement include the first $8.00 per week arbitrated safety net adjustment payable under the December, 1994 State Wage Decision. This first $8.00 per week arbitrated safety net adjustment may be offset to the extent of any wage increase as a result of agreements reached at enterprise level since 1 November, 1991. Increases made 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 arbitrated safety net adjustments.

(6) The rates of pay in this Agreement include the second $8.00 per week arbitrated safety net adjustment payable under the December 1994 State Wage Decision. This second $8.00 per week arbitrated safety net adjustment may be offset to the extent of any wage increase payable since 1 November, 1991, pursuant to enterprise agreements in so far as that wage increase has not previously been used to offset an arbitrated safety net adjustment. Increases made 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 arbitrated safety net adjustments.

(7) The first and second arbitrated safety net increases have, for the purposes of this agreement been offered against past productivity improvements.

23.—RATIFICATION

The signatories that follow testify to the fact that this Agreement shall come into effect as of the date of registration, that being the ..... day of ..... 1997.

Michael Hartland

common seal affixed

(signed by M Hartland)	08/12/97
(Signature)	(Date)

President, for and on behalf of the Hospital Salaried Officers Association of Western Australia (Union of Workers)

Daniel P Hill

common seal affixed

(signed by D Hill)	8-12-97
(Signature)	(Date)

Secretary, for and on behalf of the Hospital Salaried Officers Association of Western Australia (Union of Workers)

Peter Howe

(signed by P Howe)	08 12 1997
(Signature)	(Date)

Chief Executive Officer of Fremantle Hospital and Health Service.for and on behalf of the Metropolitan Health Service Board.

ATTACHMENT 1—MODEL FOR IDENTIFYING PRODUCTIVITY INCREASES

The following model is to be used as a guide only and it is expected that it will be modified to meet the needs of Fremantle Hospital and Health Service as required.

A Model for Identifying Productivity Increases

The primary focus of Enterprise Bargaining in the workplace will be on best practice, efficiency, effectiveness, competitiveness and cost saving.

Employees to focus on the following areas—

- Productivity Improvements which can be made: Identification of all possibilities for improving productivity through looking at possible changes in what work is done, how the work is done, who does the work, who could better do the work, when the work is done, whether the work should be done (ie. whether a particular task can be performed less often and still achieve a satisfactory output) possibilities for multi-skilling and opportunities to reduce costs (including financial costs) and reduce waste.
- Barriers to Productivity Improvements: Identification of any significant barriers to improving productivity, such as, need for training, need for equipment, problems with computer programs, demarcation problems and arguments about who should do what, award constraints, information or guidelines problems, problems in regard to supervision, whether too much or not enough, or of poor quality, opportunities and barriers to self management, physical barriers such as the location of various functions which interact with each other and barriers to communication.

Employers, in consultation with their Employees, to focus on all of the above plus macro issues impacting on productivity—

- Structural Matters: Management may need to look at the structures within which the work is done and how they can be improved upon.
- Management Style: Management style and its appropriateness may need to be examined at both an organisational and departmental level.
- Best Practice, Benchmarking, Continuous Improvement and New Opportunities: Initiatives in these areas will in general need to be initiated by management. This is an important area given that one of its outcomes should be improved competitiveness.

  Where barriers to competitiveness beyond the control of the employer/health service are identified, these should be drawn to the attention of the Health Department so that they can be addressed on an industry basis.
- Culture and Environment: Management culture and organisational culture may need to be examined in light of the overall direction of health management and where appropriate programs and training be introduced to address any identified problems.

Quality of Employment—Issues to be Examined by Both Employees and Employers—

This area does not necessarily impact on productivity, as such, but may have a positive impact financially and/or an improvement in the non-wage rewards of employment and is therefore a very valuable, win-win, area for both employees and employers. Matters to be examined under this heading include, but are not confined to—

- Occupational Health and Safety
- Unplanned Absences
- Health and Welfare of the Workforce
- Family needs and other demands on workers: better ways to accommodate and acknowledge these without losing focus on the main objectives in regard to responsibility for service to the employer.
- Use of Leave
- Equal Opportunity
- Career paths, including access to special project work, providing opportunities for development and recognition
- Employee Recognition, through feedback, support, acknowledgment, enablement, empowerment, consultation and non-financial rewards
- Training and Development
- Equity Issues

HOSPITAL SALARIED OFFICERS KALAMUNDA HEALTH SERVICE ENTERPRISE BARGAINING AGREEMENT 1997.
No. PSA AG 25 of 1997.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Metropolitan Health Service Board—Kalamunda Health Service

and

Hospital Salaried Officers Association of Western Australia (Union of Workers).

No. PSA AG 25 of 1997.

16 December 1997.

Order.

REGISTRATION OF AN INDUSTRIAL AGREEMENT
No. PSA AG 25 of 1997.

HAVING heard Ms H. Harvey on behalf of the first named party and Mr C. Panizza on behalf of the second named party; and

WHEREAS an agreement has been presented to the Public Service Arbitrator for registration as an Industrial Agreement; and

WHEREAS the Public Service Arbitrator is satisfied that the aforementioned agreement complies with s.41A, s.49A and s.49B of the Industrial Relations Act, 1979;

NOW THEREFORE the Public Service Arbitrator, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement titled the Hospital Salaried Officers Kalamunda Health Service Enterprise Bargaining Agreement 1997, filed in the Commission on 3 December 1997, signed by me for identification, be and is hereby registered as an Industrial Agreement.

(Sgd.) C.B. PARKS,
[L.S.] Public Service Arbitrator.

AGREEMENT

1.—TITLE

This Agreement shall be titled the Hospital Salaried Officers Kalamunda Health Service Enterprise Bargaining Agreement 1997.

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Purpose of Agreement
4. Application and Parties Bound
5. Term of Agreement
6. No Extra Claims
7. Objectives, Principles and Commitments
8. Framework and Principles for further Productivity Bargaining
9. Awards, Agreements and Workplace Agreements
10. Rates of Pay and their Adjustment
11. Resources for Productivity Negotiations
12. Dispute Avoidance and Settlement Procedures
13. Hours
14. Part-Time Employees
15. Medical Imaging Technologists
16. Public Holidays
17. Long Service Leave
18. Sick Leave
19. Family, Bereavement and Personal Leave
20. Allowances
21. Overpayments
22. Salaries
23. Ratification

ATTACHMENT 1 Model for Identifying Productivity Increases

3.—PURPOSE OF AGREEMENT

(1) This Agreement aims to achieve improvements in productivity and efficiency and the enhanced performance of Kalamunda Health Service along with allowing the benefits from those improvements to be shared by employees, Kalamunda Health Service and the Government on behalf of the Community.

(2) This Agreement places priority on the parties at Kalamunda Health Service taking responsibility for their own labour relations affairs and reaching agreement on issues appropriate to Kalamunda Health Service.

(3) This Agreement is entered into in accordance with the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996.

4.—APPLICATION AND PARTIES BOUND

(1) This agreement applies to the Hospital Salaried Officers Association of Western Australia (Union of Workers) (HSOA), the Employees covered by the HSOA's Public Sector Awards employed by the Metropolitan Health Service Board at Kalamunda Health Service and/or at any facility or service managed, controlled or operated by Kalamunda Health Service, (hereinafter referred to as Kalamunda Health Service) subject to the extent to which it employs employees covered by the Hospital Salaried Officers Award No. 39 of 1968.

(2) The estimated number of employees bound by this Agreement at the time of registration is 17 employees.

(3) This Agreement shall be read in conjunction with the Hospital Salaried Officers Award No. 39 of 1968 (hereafter referred to as the Award) and shall replace the provisions of that Award where expressly stated herein.

(4) This Agreement replaces the Hospital Salaried Officers Kalamunda Health Service Enterprise Bargaining Agreement No PSA AG49 of 1996.

5.—TERM OF AGREEMENT

(1) This Agreement shall operate from the date of Registration until 31 December 1997, provided that this Agreement, including allowances and salaries, may be varied or replaced prior to its expiry in order to implement any agreement arising out of this Agreement or the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996.

(2) The parties to this Agreement agree to re-open negotiations forthwith.

6.—NO EXTRA CLAIMS

(1) Subject to the agreed award consolidation and the mandatory core items for the first salary increase as outlined in Clause 13(1) of the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996, this Agreement is in settlement of Application Number P59/94.

(2) (i) For the life of this Agreement or any agreement replacing this Agreement, the Hospital Salaried Officers Association shall make no further claims at Industry or Health Service level for productivity improvements which occurred prior to 1 January 1997.

(i) For the life of this Agreement or any agreement replacing this Agreement, the Hospital Salaried Officers Association shall make no further claims at Health Service level for productivity improvements which occurred between 1 January 1997 and 1 July 1997 and which have been documented as being identified in justifying wage increases under this Agreement.

7.—OBJECTIVES, PRINCIPLES AND COMMITMENTS

(1) The parties agree that the objectives of this Agreement are to—

(a) improve the productivity and efficiency of Kalamunda Health Service;

(b) facilitate greater decentralisation and flexibility in negotiating employment conditions and work arrangements at Kalamunda Health Service;

(c) ensure high quality patient services in a safe, healthy and equitable work environment;

(d) ensure high quality of employment and jobs; and

(e) provide a pathway to providing a wage increase to employees based upon the achievement of improved productivity and efficiency.

(2) By—

(a) ensuring that gains achieved through agreed improved productivity and changes in workplace culture are shared by employees, Kalamunda Health Service and its clients and the Government on behalf of the community;

(b) ensuring that Kalamunda Health Service operates in a manner consistent with the principles outlined in Section 7 of the Public Sector Management Act;

(c) developing and pursuing changes on a co-operative basis; and

(d) ensuring that Kalamunda Health Service operates as effectively, efficiently and competitively as possible.

(3) The Hospital Salaried Officers Association and Kalamunda Health Service, Management and Employees bound by this Agreement are committed to—

(a) Support and actively contribute to health service continuous quality improvement, including best practice, where best practice—

(i) is simply the best way of doing things;

(ii) is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to health service issues;

(iii) practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues;

(iv) is outcome rather than simply activity based;

(v) provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used;

(vi) depends on effective training, empowerment and participation of both management and employees to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process; and

(vii) are to be based on the following principles—

- customer/patient focus
- management commitment
- employee participation
- leadership
- information analysis
- policies and plans
- appropriate standards
- hospital/health service performance
- cost effectiveness
- working smarter

(b) Support the clinical, teaching, research and organisation goals of the health service and contribute to the achievement of those goals as active members of the health service community.

(c) Support and actively contribute to the achievement and/or maintenance of ACHS Accreditation.

(d) Actively contribute to the achievement of health service budgets.

(e) Assist with achieving Health department defined waiting list priorities and day surgery targets.

(f) Co-operate with the development and implementation of strategies to achieve length of stay targets.

(g) Participate in a Multidisciplinary approach to patient care.

(h) The principles of public sector administration, in particular to the principles contained in Sections 7., 8. and 9. of the Public Sector Management Act 1994.

In addition, Kalamunda Health Service is committed to facilitating and encouraging the participation and commitment of employees.

8.—FRAMEWORK AND PRINCIPLES FOR FURTHER PRODUCTIVITY BARGAINING

(1) (a) Following the receipt of a request from the HSOA to negotiate an amendment to this Agreement with Kalamunda Health Service, a representative from Kalamunda Health Service will meet with a representative from the HSOA to discuss the request as soon as practicable but in any event within five working days of the receipt of the request.

These discussions should include process issues such as what sort of bargaining mechanism will be established, what consultative process can be used or needs to be put in place, possible initiatives to be considered and the time frame.

Negotiations will be conducted in a manner and time frame agreed by the parties to this Agreement.

(b) The negotiations should occur on the basis of a broad agenda of initiatives designed to improve efficiency, effectiveness, productivity, patient care and flexibility within Kalamunda Health Service.

(c) The agenda should include but not be limited to—

(i) changes in work organisation, job design and working patterns and arrangements;

(ii) examination of terms and conditions of employment to ensure they are suited to Kalamunda Health Service's operational requirements;

(iii) identification and implementation of best practice across all areas of service delivery;

(iv) (i), (ii) and (iii) can be achieved by means including but not limited to;

(aa) new training and skills development programs as and where required;

(bb) the optimum use of human and capital resources including new technology;

(cc) quality assurance and continuous improvement programs;

(dd) having due regard to operational requirements, allowing sufficient flexibility to enable employees to meet their family responsibilities; and

(ee) active occupational health and safety risk reduction, training and rehabilitation programs.

(2) In negotiating further salary increases in return for productivity improvements, the parties should ensure that the following issues have been addressed and/or applied—

(a) Productivity Improvements

Productivity improvements are changes which increase the efficiency and effectiveness of Kalamunda Health Service in meeting its agreed and contracted service programs and outcomes. Productivity improvements may be related to work practices or arrangements. They may be things which go to minimise the cost of what is done, to the way things are done, to when they are done, to the quality of what is done or to improve the ability of the provider to meet patient and customer needs. They may or may not require changes from Award conditions.

Without limiting any of the above, in practice, the primary focus of Enterprise Bargaining in the workplace is likely to be on best practice, efficiency, effectiveness, competitiveness, cost savings, and quality of employment.

(b) Sharing Gains from Productivity Improvement

The parties accept that there is no precise formula for the sharing of gains from productivity improvements, but in any agreement, in addition to employee benefits, there must be a clear and specific return to Kalamunda Health Service and/or the Government. Productivity improvements may be related to work practices or arrangements, subject to acceptance that where capital expenditure requires changes in work methods and/or the number of employees and the changes are of a nature that enhances the investment,

it shall qualify as a productivity improvement, provided that there is a net quantifiable benefit to Kalamunda Health Service.

Any agreement reached should not rely primarily on improvements which are merely the result of new technology or financial reforms or other such initiatives. For example; in the case of capital investment (technology), changes arising from capital expenditure for which Kalamunda Health Service takes the risk and which require a reasonable return on the funds invested, do not necessarily count as a productivity improvement.

The treatment of improved efficiency arising from major capital expenditure is to be agreed by Kalamunda Health Service and the HSOA and shall take into account factors such as the cost of capital.

Where employees repackage or exchange employment conditions, all or most of the saving or productivity improvement made by Kalamunda Health Service can be returned to the employees.

(c) Identifying Productivity Increases

To assist in such a review a model for identifying productivity increases is contained in Attachment 5 of the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996. The model is included as a guide only and it is expected that it will be modified to meet the needs of Kalamunda Health Service as required.

(d) Quantum and Timing of Increases

The aggregate productivity gains negotiated at Kalamunda Health Service could result in increases greater than the targeted amount, however there are practical limits on how much can be paid and when the increases can be paid for specific operational improvements.

9.—AWARDS, AGREEMENTS AND WORKPLACE AGREEMENTS

(1) Relationship Between Agreements and Awards

Consistent with the Industrial Relations Act 1979 and the State Wage Principles, this Agreement shall provide the whole of the employees' wage increases for the life of the Agreement.

(2) Subject to the Industrial Relations Act 1979 and the State Wage Principles, the parties reserve their rights to seek to amend this Agreement to provide for further salary increases in return for productivity improvements at the Health Service.

(3) Choice between this Agreement and Workplace Agreements

(a) The parties accept that Employees will be given an informed and free choice between this Agreement and Workplace Agreements;

(b) To facilitate the making of an informed and free choice—

(i) Employees who are to be offered a choice between this Agreement and a workplace agreement may only be required to indicate their choice after the employee has been offered the position.

(ii) Where an employee has been offered a choice the employee shall have a minimum of seven days in which to decide which alternative to take, provided that where it is necessary to fill a position within a period of less than seven days or where an employer agrees to an employee commencing within a period of less than seven days, the employee shall have up to the date of formal acceptance.

(iii) The employee shall be provided with—

(aa) a copy of an agreed summary of this Agreement; and

(bb) a copy of a summary of the Workplace Agreement.

(iv) At the request of an employee, the employee shall be provided with;

(aa) access to a copy of this Agreement and the Workplace Agreement;

(bb) any other relevant documentation, such as information on salary packaging; and

(cc) information on where they can obtain further advice and on how to contact the Union.

For its part, the Union undertakes to advise all employees on the matter of choice whether or not they are members of the Union.

(c) If agreement on any aspect of this clause is not able to be reached the dispute settlement procedure set out in Clause 12 of this Agreement is to be followed.

(4) By agreement between the employer and the employee, an employee who has signed a Workplace Agreement prior to the registration of this S.41 Industrial Agreement can revisit the Workplace Agreement in light of this Agreement.

(5) All staff transferred or redeployed to Kalamunda Health Service from within the Public Sector or within the Government Health Industry may be offered the choice of a Workplace Agreement or this Agreement subject to the discretion of Kalamunda Health Service.

(6) All promotional positions and new staff recruited by Kalamunda Health Service from outside the Public Sector may be provided with the choice of a Workplace Agreement or S41 Industrial Agreement, subject to the discretion of Kalamunda Health Service.

(7) In the exercising of the discretion to only offer a Workplace Agreement under subclauses (5) and (6) of this clause, Kalamunda Health Service shall ensure that the decision to only offer a Workplace Agreement is made for legitimate operational reasons. In exercising their discretion to only offer a Workplace Agreement, Kalamunda Health Service is to liaise with the HSOA to ensure it is not done to circumvent the option of choice.

10.—RATES OF PAY AND THEIR ADJUSTMENT

Pursuant to the replacement of agreement no PSA AG49 of 1996, this agreement provides for a 5% salary increase effective from the date of registration of the agreement.

11.—RESOURCES FOR PRODUCTIVITY NEGOTIATIONS

(1) It is recognised that enterprise bargaining places considerable obligations upon the parties at Kalamunda Health Service.

(2) (a) To assist in meeting these obligations, Kalamunda Health Service will assist by providing appropriate resources having regard to the operational requirements of Kalamunda Health Service and resource requirements associated with developing amendments to this Agreement aimed at achieving further salary increases in return for productivity improvements;

(b) It is accepted that employees of Kalamunda Health Service who are involved in the enterprise bargaining process will be allowed reasonable paid time to fulfil their responsibilities in this process;

(c) Access to resources shall be negotiated with Kalamunda Health Service and shall not unreasonably affect the operation of Kalamunda Health Service;

(d) Any paid time or resources shall be provided in a manner suitable to both parties and to enable negotiations to occur and to assist in the achievement of agreement.

(e) The parties accept that the process of bargaining in good faith includes disclosing relevant information, as appropriate for the purposes of the negotiations and confidentiality and privacy in the negotiation process will be respected at all times.

(f) The parties accept that on occasions the nature of certain information may prejudice a party's position or not assist in the resolution of the matter. Subject to the rights of the parties to invoke Clause 12.—Dispute Avoidance and Settlement Procedures of this Agreement, a decision on whether or not to exchange or divulge information will be a matter for the relevant party to decide, provided that information shall not be unreasonably withheld;

(g) Where information of a commercial or sensitive nature is exchanged, the parties agree not to use or divulge that information outside of the negotiating forums.

(3) No officer or employee will be discriminated against as a result of activities conducted in accordance with this clause.

12.—DISPUTE AVOIDANCE AND SETTLEMENT PROCEDURES

(1) The objective of this Clause is to provide a set of procedures for dealing with any questions disputes or difficulties arising under this Agreement and for dealing with any questions, dispute or difficulty between the parties during negotiations for amendments to this Agreement.

(2) Subject to the Public Sector Management Act 1994, in the event of any question, dispute or difficulty between the parties as to the application of Government policy and the Wage Principles and/or their effect upon this Agreement, the Health Department and/or the Department of Productivity and Labour Relations (DOPLAR) are to provide advice to Kalamunda Health Service in an attempt to resolve the matter.

(3) Subject to the Public Sector Management Act 1994, in the event of any question, dispute or difficulty arising under this Agreement, the following procedures shall apply, provided that nothing in these procedures shall prevent the Secretary of the HSOA (or his/her nominee) from intervening to assist in the process—

(a) The matter is to be discussed between the HSOA employee representative and the employer representative and an attempt made to resolve the matter;

(b) If the matter is unable to be resolved through discussions between the HSOA employee representative and the Kalamunda Health Service representative, the matter is to be discussed between the employee representative and the Chief Executive Officer of Kalamunda Health Service or his/her nominee, as soon as practicable but within five working days. Notification of any question, dispute or difficulty may be made verbally and/or in writing;

(c) The parties may individually or collectively seek advice from any appropriate organisation or person in an attempt to resolve the matter;

(d) If the matter is not resolved within five working days of the date of notification in (b) hereof, either party may notify the Secretary of the HSOA (or his/her nominee), or the Chief Executive Officer of Kalamunda Health Service (or his/her nominee) of the existence of a dispute or disagreement;

(e) The Secretary of the HSOA (or his/her nominee) and the Chief Executive Officer of Kalamunda Health Service (or his/her nominee) shall confer on the matters notified by the parties within five working days and—

(i) where there is agreement on the matters in dispute the parties shall be advised within two working days;

(ii) where there is disagreement on any matter it may be submitted to the Western Australian Industrial Relation Commission.

(4) Where any matter is referred to the Western Australian Industrial Relations Commission and the matter is not resolved by conciliation, then the matter remaining in dispute may be resolved by arbitration in accordance with the provisions of the Industrial Relations Act 1979 and the State Wage Principles.

13.—HOURS

This clause replaces Clause 13.—Hours of the Hospital Salaried Officers Award No. 39 of 1968.

(1) (a) The ordinary hours of work shall be an average of thirty eight per week and shall be worked by one of the following arrangements—

(i) Ordinary hours of work of thirty eight per week;

(ii) Flexitime roster covering a settlement period of four weeks;

(iii) Actual hours of seventy six over nine days with the tenth day to be taken as a paid rostered day off;

(iv) Such other arrangements as are agreed between the employer and employee. Provided that proposed hours of duty where set outside the terms of this Agreement shall be subject to ratification of the WA Industrial Commission.

(v) In addition to the above arrangements, where the employee and the employer so agree in writing, shifts of not more than 12 hours may be worked.

(b) Subject to the following, where the employer and an employee or group of employees agree in writing, shifts of up to 12 hours may be worked provided the average normal hours worked in a shift cycle or settlement period does not exceed 76 per fortnight.

(i) While recognising that in the course of an averaging process there may be some individual variances, the terms and conditions of the shift agreement shall on balance be no less favourable than those prescribed by this Agreement;

(ii) The period of the shift cycle or settlement period over which the arrangement may extend shall be clearly defined;

(iii) The arrangement shall allow for a minimum of one clear day off in each 7 days;

(iv) The arrangement may allow for additional time off in lieu of penalty rates;

(v) The arrangement may allow for salary averaging of regular penalties and allowances including penalties for working on a public holiday;

(vi) Any proposed arrangement or agreement which extends beyond these parameters must be referred to the Industrial Relations Commission for ratification.

(c) Where the employer has made a definite decision to introduce changes to shift rosters or employees' ordinary hours, the employer shall notify the employees who may be affected by the proposed changes and the Union as soon as the decision has been made and before the changes are to be introduced. Discussion with the employees and union shall occur consistent with the Introduction of Change clause of the Hospital Salaried Officers Award No. 39 of 1968.

(d) The operation of working arrangements prescribed in paragraph (a) above, shall be consistent with the working arrangements prescribed in this clause.

(2) Ordinary Hours

Subject to the Award clauses other than those expressly replaced by this Agreement, the spread of ordinary hours will be from 6.00am to 6.00pm Monday to Friday inclusive with a meal break of not less than 30 minutes nor more than 60 minutes to be taken between 12.00noon and 2.00pm, provided that an employee may with prior approval of their supervisor be allowed to extend the meal break beyond 60 minutes to a maximum of 90 minutes.

(3) Other Working Arrangements

(a) The ordinary hours of duty observed may be varied in accordance with subclause (1)(a)(iv) so as to make provisions for—

(i) the attendance of employees for duty on a Saturday, Sunday, or Public Holidays.

(ii) the performance of shift work including work on Saturdays, Sundays or Public Holidays; and

(iii) the nature of the duties of an employee or class of employees in fulfilling the responsibilities of their office.

provided that where the hours of duty are so varied an employee shall not be required to work more than five hours continuously without a break unless agreed in writing between the employee and the employer.

(b) Notwithstanding the above, where it is considered necessary to provide a more economic operation, the employer may authorise the operation of alternative working arrangements in the hospital/health service, or any branch or section thereof.

The continuing operation of any alternative working arrangements, so approved, will depend on the employer being satisfied that the efficient functioning of the hospital/health service is being enhanced by its operation.

Such alternative working arrangements shall be in accordance with subclause (1)(a)and (d).

(4) Flexitime Arrangements

(a) Flexitime Roster

(i) The authorisation of a flexitime roster shall be the responsibility of the employer. The roster will indicate the minimum staffing and any other requirements in respect to starting and finishing times, lunch break coverage and flexileave.

(ii) The roster shall cover a settlement period of four weeks and shall be made available to all affected employees no later than three days prior to the settlement period commencing.

(iii) The roster shall be prepared in consultation with the affected employees, subject to the employer retaining the right to determine arrangements to suit the operational needs of the department.

(iv) Subject to four weeks notice being given to affected employees, the employer may withdraw authorisation of a flexitime roster.

(b) Hours of Duty

(i) The ordinary hours of duty may be an average of 7 hours 36 minutes per day which may be worked with flexible commencement and finishing times in accordance with the provisions of this subclause, provided that the required hours of duty for each four week settlement period shall be 152 hours.

(ii) For the purpose of leave and Public Holidays, a day shall be credited as 7 hours 36 minutes.

(c) Flexitime Periods

Within the constraints of the prepared roster and subject to the concurrence of the supervisor, employees may select their own starting and finishing times within the following periods—

6.00 am to 9.30 am

11.00 am to 2.30 pm (Minimum half an hour break)

3.30 pm to 6.00 pm

(d) Core Periods

Core periods may be set by agreement between the employer and the employee.

(e) Lunch Break

(i) An employee shall be allowed to extend the meal break between 11 am and 2.30 pm of not less than 30 minutes but not exceeding 60 minutes except as provided below.

(ii) An employee may be allowed to extend the meal break beyond 60 minutes to a maximum of 90 minutes. Such an extension is subject to prior approval of the employee's supervisor.

(f) Flexileave

(i) Within the constraints of the prepared roster and subject to the prior approval of the supervisor, an employee may be allowed a maximum of two full days or any combination of half days and full days that does not in total exceed two days in any one settlement period.

(ii) Approval to take flexileave is subject to the employee having accrued sufficient credit hours to cover the absence prior to taking the leave. In exceptional circumstances and with the approval of the employer, flexileave may be taken before accrual subject to such conditions as the employer may impose.

(g) Settlement Period

(i) For recording time worked, there shall be a settlement period which shall consist of four weeks.

(ii) The settlement period shall commence at the beginning of a pay period.

(iii) The required hours of duty for a settlement period shall be 152 hours.

(h) Credit Hours

(i) Credit hours in excess of the required 152 hours to a maximum of 7 hours 36 minutes are permitted at the end of each settlement period. Such credit hours shall be carried forward to the next settlement period.

(ii) Credit hours in excess of 7 hours 36 minutes at the end of a settlement period shall be lost.

(iii) Credit hours at any point within the settlement period shall not exceed 20 hours.

(i) Debit Hours

(i) Debit hours below the required 152 hours to a maximum of 4 hours are permitted at the end of each settlement period.

Such debit hours shall be carried forward to the next settlement period.

(ii) For debit hours in excess of 4 hours, an employee shall be required to take leave without pay for the period necessary to reduce debit hours to those specified in subparagraph (i) of this subclause.

(iii) Employees having excessive debit hours may be required to work standard working hours in addition to not being paid for the number of hours in excess of the debit hours permitted at the end of each settlement period.

(j) Maximum Daily Working Hours

Subject to subclause (1)(b), a maximum of 10 hours may be worked in any one day.

(k) Study Leave

Where study leave has been approved by the employer, credits will be given for education commitments falling within the ordinary hours of duty and for which "time off" is necessary to allow for attendance at formal classes.

(l) Overtime

(i) Employees receiving at least one day's prior notice of overtime shall be required to work the ordinary hours of duty determined by the employer under subclause (1) of this clause.

(ii) Where an employee is required to work overtime at the conclusion of a day with less than one day's notice, and

(aa) where the employee has at the commencement of that day 2 hours or more flexitime credits, the employee shall be paid overtime after 5 hours work on that day, or for time worked after 3.30 pm, whichever is the later, or

(bb) where that employee has commenced duty prior to 8.30 am and has, at the commencement of that day, less than 2 hours flexitime credits, the employee shall be paid overtime, for time worked after the completion of ordinary hours of duty or after working 7 hours 36 minutes on that day, whichever is the earlier, or

(cc) where that employee has commenced work after 8.30 am and has, at the commencement of that day, less than 2 hours flexitime credits, the employee shall be paid overtime for time worked after 5.30 pm or after working 7 hours 36 minutes, on that day whichever is the earlier.

(iii) Where an employee is required to work overtime at the beginning of a day with less than one day's notice, that employee shall be paid overtime for any time worked prior to the commencing time for ordinary hours of duty determined by the employer under subclause (1) of this clause.

(5) Nine Day Fortnight

(a) Hours of Duty

(i) The employer may authorise the operation of a nine day fortnight where the ordinary hours of duty of 76 hours a fortnight are worked over nine days of the fortnight, exclusive of work performed on Saturday, Sunday and the special rostered day off, with each day consisting of 8 hours and 27 minutes.

(ii) The employer shall determine employees' commencing and finishing times between the spread of 6.00 am and 6.00 pm, in order to ensure that departmental requirements are met on each day.

(b) Lunch Break

A meal break shall be allowed and taken in accordance with the standard provisions of this clause.

(c) Special Rostered Day Off

Each employee shall be allowed one special rostered day off each fortnight in accordance with a roster prepared by management showing days and hours of duty and special rostered days off for each employee.

(d) Leave and Public Holidays.

For the purposes of leave and Public Holidays, a day shall be credited as 8 hours 27 minutes notwithstanding the following—

(i) When a Public Holiday falls on an employee's special rostered day off the employee shall be granted a day in lieu of the holiday prior to the conclusion of the current fortnight.

(ii) For a Public Holiday occurring during a period of annual leave, an additional day will be added to the period of leave irrespective of whether it falls on a rostered work day or special rostered day off.

(iii) A four week annual leave entitlement is equivalent to 152 hours, the equivalent to eighteen rostered working days of 8 hours 27 minutes, and two special rostered days off.

(iv) An employee who is sick on a special rostered day off will not be granted sick leave for that day, and will not be credited with an additional day off in lieu.

(e) Overtime

The provisions of the relevant overtime clause, shall apply for work performed prior to an employee's nominated starting time and after an employee's nominated ceasing time in accordance with subparagraph (a)(ii) and on an employee's special rostered day off.

(f) Study Leave

Credits for Study Leave will be given for educational commitments falling due between and employee's nominated starting and finishing times.

14.—PART-TIME EMPLOYEES

To be read in conjunction with Clause 34.—Part-time Employees of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Part-time workers aged 21 years or more shall be paid at a rate pro-rata to the rate prescribed for the class of work for which they are engaged in the proportion to which their fortnightly hours bear to 76 hours per fortnight.

(2) When a part-time worker as defined by the Hospital Salaried Officers Award No. 39 of 1968, commences employment on or after the 1 July 1996, he/she shall accrue service towards progression onto subsequent salary increments within a salary level, on a pro-rata basis of the number of hours worked to full time hours.

(3) Provided that relevant prior service and experience shall be taken into account when determining at what increment within a specified salary level a part-time employee is appointed.

15.—MEDICAL IMAGING TECHNOLOGISTS

This provision replaces Clause 12. of the Hospital Salaried Officers Award No. 39 of 1968.

Notwithstanding anything contained elsewhere in this Agreement or in the Hospital Salaried Officers Award No. 39 of 1968, Medical Imaging Technologists who were prior to this Agreement employed on a thirty-five hour and four week annual leave basis shall as a result of the registration of this Agreement, be employed on a thirty-five and a half (35.5) hour week and four week annual leave basis.

16.—PUBLIC HOLIDAYS

This provision replaces subclause 16(1)(a) of the Hospital Salaried Officers Award No. 39 of 1968.

(1) The following days or the days observed in lieu thereof shall subject as hereinafter provided, be allowed as holidays without deduction of pay, namely New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties in lieu of any of the days named in this subclause.

(2) With effect from 1 April 1996 employees covered by this Agreement shall not be eligible to receive the two floating holidays otherwise provided for by Operational Instruction 657/95 and Circular to Ministers No. 1 of 1994 issued by the Office of The Premier. Provided that the holiday employees become eligible to receive on 2 January 1996 may be taken in accordance with the above mentioned Circular before 1 January 1997.

17.—LONG SERVICE LEAVE

This clause replaces Clause 19. Long Service Leave of the Hospital Salaried Officers Award No. 39 of 1968 with effect from 1st April 1996.

(1) An employee shall be entitled to thirteen weeks paid long service leave on the completion of ten years of continuous service and an additional thirteen weeks paid long service leave for each subsequent period of ten years of continuous service completed by the employee.

(2) Notwithstanding subclause (1), an employee in employment with an employer respondent to the Hospital Salaried Officers Award N0. 39 of 1968 at the time of the inception of this agreement shall retain the proportion of long service leave accrued at the rate provided by the Award at that time and accrue the balance at the ten year rate.

(3) Upon application by an employee, the employer may (subject to subclause (4) of this Agreement), approve of the taking by the employee—

(a) of double the period of long service leave on half pay, in lieu of the period of long service leave entitlement on full pay; or

(b) of half the period of long service leave on double pay, in lieu of the period of long service leave entitlement on full pay; or

(c) of any portion of his/her long service leave entitlement on full pay or double such period on half pay; or half such period on double pay

(d) A full time employee who, during a qualifying period towards an entitlement of long service leave was employed continuously on both a full time and part time basis may elect to take a lesser period of long service leave calculated by converting the part time service to equivalent full time service.

(4) Long service leave may be taken in weekly multiples on full, half or compacted pay provided that where an employees remaining portion of accrued untaken leave entitlement is less than a week such portion may be taken.

(5) Any holiday occurring during the period in which an employee is on long service leave will be treated as part of the long service leave, and extra days in lieu thereof shall not be granted.

(6) Long service leave shall be taken as it falls due at the convenience of the employer but within three years next after becoming entitled thereto: Provided that the employer may approve the accumulation of long service leave not exceeding twenty six weeks.

(7) (a) An employee who;

1. at or before the 1st April 1996 was employed by Kalamunda Health Service, and has completed at least 15 years continuous service within the Western Australian Public Sector; or
2. commenced employment with Kalamunda Health Service after the 1st April 1996, and has completed at least 15 years continuous service within the Western Australian Public Sector Health Industry;

may, by agreement with the employer, take pro-rata long service leave provided that the employee has completed at least three years continuous service with Kalamunda Health Service immediately prior to taking this leave.

(b) An employee who resigns from their employment with Kalamunda Health Service and who;

1. at or before the 1st April 1996 was employed by Kalamunda Health Service, and has completed at least 15 years continuous service within the Western Australian Public Sector; or
2. commenced employment with Kalamunda Health Service after the 1st April 1996, and has completed at least 15 years continuous service within the Western Australian Public Sector Health Industry;

shall, in addition to any accrued long service leave be paid pro-rata long service leave, provided that the employee has completed at least three years continuous service with Kalamunda Health Service immediately prior to his/her resignation.

(8) For the purposes of subclause (7), the Western Australian Public Sector Health Industry shall mean the Minister for Health, the Commissioner of Health and all Public Sector Hospitals, Health Services and Agencies constituted under the Hospitals and Health Services Act 1927.

(9) Where an Employee has been redeployed at the direction of a Western Australian Public Sector Employer, 3 years continuous service for the purposes of subclauses (7) of this Clause shall be calculated including the service with such previous employer or employers.

(10) An employee who resigns having not qualified to be paid pro-rata long service leave in accordance with subclause (8) shall, subject to subclause (12), be entitled to payment for accrued long service leave only.

(11) An employee who is dismissed, shall not be entitled to long service leave or payment for long service leave other than leave that had accrued to the employee prior to the date of the offence for which the employee is dismissed provided that an employee who is dismissed through no fault of his/her own and who having completed at least 15 years continuous service, calculated in accordance with the provisions of this Clause, and having completed at least three years continuous service, calculated in accordance with the provisions of this Clause, with Kalamunda Health Service immediately prior to dismissal shall, in addition to any accrued long service leave be paid pro-rata long service leave.

(12) A lump sum payment for long service leave accrued in accordance with this clause and for pro-rata long service leave shall be made in the following cases—

(a) To an employee who retires at or over the age of fifty-five years or who has retired on the grounds of ill health, provided that no payment shall be made for pro-rata long service leave unless the employee has completed not less than twelve months' continuous service.

(b) To an employee who has retired for any other cause: Provided that no payment shall be made for pro-rata long service leave unless the employee had completed not less than three years' continuous service before the date of his/her retirement.

(c) To the widow or widower of an employee or such other person as may be approved by the employer in the event of the death of an employee: Provided that no payment shall be made for pro-rata long service leave unless the employee had completed not less than twelve months' continuous service prior to the date of his/her death.

(13) A calculation of the amount due for long service leave accrued and for pro-rata long service leave shall be made at the rate of salary of an employee at the date of retirement, resignation or death, whichever applies and no such payment shall exceed the equivalent of twelve months' salary.

(14) Long service leave accrued prior to the issue of the Hospital Salaried Officers Award No. 39 of 1968 shall remain to the credit of each employee.

(15) Subject to the provisions of subclauses (6), (10), (11), (12) and (16) of this clause, the service of an employee shall not be deemed to have been broken—

(a) by resignation, where he/she resigned from the employment of an employer a party to the Award and commenced with another employer a party to the Award within one working week of the expiration of any period for which payment in lieu of annual leave or holidays has been made by an employer party to the Award from whom he/she resigned or, if no such payment has been made, within one working week of the day on which his/her resignation became effective;

(b) if his/her employment was ended by his/her employer who is party to the Award, for any reason other than misconduct or unsatisfactory service but only if—

(i) the employee resumed employment with an employer party to the Award not later than six months from the day on which his/her employment ended; and

(ii) payment pursuant to subclause (11) of this clause has not been made; or

(c) by any absence approved by the employer as leave whether with or without pay.

(16) The expression "continuous service" in this clause includes any period during which an employee is absent on full pay or part pay, from his/her duties with any employer party to the Award, but does not include—

(a) any cumulative period exceeding two weeks in any one anniversary year during which the employee is absent on leave without pay;

(b) Any service of the employee who resigns or is dismissed, other than service prior to such resignation or to the date of any offence in respect of which the employee is dismissed when such prior service has actually entitled the employee to long service leave, including pro-rata long service leave, under this clause.

(17) Portability

(a) Where an employee was, immediately prior to being employed by Kalamunda Health Service, employed in the service of—

- The Commonwealth of Australia, or
- Any other State Government of Australia, or
- Any Western Australian State public sector or state government employer,

and the period between the date when the employee ceased previous employment and the date of commencing employment by a respondent to this Agreement does not exceed one week, that employee shall be 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 of appointment under the Public Sector Management Act, shall be 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 shall be 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 shall be calculated upon appointment by a respondent to this Agreement in accordance with the provisions of this clause.

(b) Nothing in this clause confers or shall be deemed to confer on any employee previously employed by the Commonwealth or by any other State of Australia any entitlement to a complete period of long service leave that accrued in the employee's favour prior to the date on which the employee commenced with Kalamunda Health Service.

(18) At the request of the employee and with the agreement of the employer, an employee faced with pressing personal needs, may be paid in lieu of taking a portion of long service leave.

18.—SICK LEAVE

This provision replaces subclause (7) of Clause 18.—Sick Leave of the Hospital Salaried Officers Award No. 39 of 1968.

The basis for the cumulative accrual of sick leave shall be—

	Leave On Full Pay Working Days
(a) On date of employment of the employee	5
(b) On completion by the employee of six months' service	5
(c) On completion by the employee of twelve months' service	10
(d) On completion of each additional twelve months' service by the employee	10

Provided that where an employee has accrued sick leave on half days pay prior to the date upon which this Agreement comes into effect those accrued half days shall be converted to the equivalent of full days sick leave and shall remain to the employee's credit until such time as they may be taken.

19.—FAMILY, BEREAVEMENT AND PERSONAL LEAVE

This clause replaces Clause 17.—Short Leave of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Family Leave

(a) In this subclause "family member" means the employee's spouse, defacto spouse, child, step child, parent, step parent. This entitlement will also apply to another person who lives with the employee as a member of the employee's family.

(b) The employee is entitled to use up to 38 hours of his/her personal accrued sick leave to care for an ill family member each year, providing the employee must maintain a minimum of 10 days of sick leave available for personal use in each year. Subject to subclause (e), all family leave taken is deducted from the employee's sick leave entitlement.

(c) Family leave is not cumulative from year to year.

(d) Medical certificate requirements are as per those for Sick Leave under the Award.

(e) Where an employee has insufficient accrued sick leave, by mutual agreement, up to five days of annual leave may be used for the purpose of family leave.

(2) Bereavement Leave

(a) An employee shall on the death of—

(i) the spouse of the employee;

(ii) the child or step-child of the employee;

(iii) the parent or step-parent of the employee;

(iv) the brother, sister, step brother or step sister; or

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

be eligible for up to two (2) days bereavement leave, provided that at the request of an employee the employer may exercise a discretion to grant bereavement leave to an employee in respect of some other person with whom the employee has a special relationship.

(b) The 2 days need not be consecutive.

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

(d) An employee who claims to be entitled to paid leave under paragraph (a) of this subclause is to provide to the employer, if so requested, evidence that would satisfy a reasonable person as to—

(i) the death that is the subject of the leave sought; and

(ii) the relationship of the employee to the deceased person.

(e) An employee requiring more than two days bereavement leave in order to travel overseas in the event of the death overseas of a member of the employees immediate family may, upon providing adequate proof, in addition to any bereavement leave to which the employee is eligible, have immediate access to annual leave and/or accrued long service leave in weekly multiples and/or leave without pay provided all accrued leave is exhausted.

(3) Special Personal Leave

(a) Without Pay

The employer may upon the request of an employee, grant that employee special leave without pay for any special or personal reason.

(b) Use of Annual Leave

The employer may, upon the request of an employee and with sufficient cause being shown, which may in the circumstances be with little notice, grant that employee single days of annual leave for pressing personal emergencies.

20.—ALLOWANCES

(1) Where an employee subject to this Agreement is paid an allowance as provided under the Hospital Salaried Officers Award No. 39 of 1968, which is calculated as a percentage of a salary rate prescribed by that Award, the allowance shall for the life of this Agreement, now be calculated using the salary rates as prescribed at Clause 22.—Salaries of this Agreement.

21.—OVERPAYMENTS

(1) Where an employee is paid for work not subsequently performed or is overpaid in any other manner, the employer is entitled to make adjustment to the subsequent wages or salaries of the employee.

(2) One-off Overpayments

Subject to subclauses (4) and (5), one-off overpayments may be recovered by the employer in the pay period immediately following the pay period in which the overpayment was made, or in the period immediately following the pay period in which it was discovered that overpayment has occurred.

(3) Cumulative Overpayments

Subject to subclauses (4) and (5), cumulative overpayments may be recovered by the employer at a rate agreed between the employer and the employee, provided that the rate at which the overpayment is recovered is not at a lesser rate than the rate at which it was overpaid or $50 per week, depending on which is the lesser amount per pay period.

(4) In exceptional circumstances, other arrangements for the recovery of overpayments may be agreed between the employer and the employee.

(5) the employer is required to notify the employee of their intention to recoup overpayment and to consult with the employee as to the appropriate recovery rate.

22.—SALARIES

This clause replaces Schedule A—Minimum Salaries of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Subject to the provision of Clause 9.—Salaries of the Award and to the provisions of this Clause the minimum annual salaries for employees bound by this Agreement are set in this Clause and shall apply from date of registration until the expiry of this Agreement.

(2) Minimum Salaries are detailed as follows. The rates of pay have been adjusted to reflect the increase in Clause 10 of the Agreement and represent full and final settlement of wage adjustments provided for in this Agreement.

LEVELS	Award Rate + 2 ASNA + 5% + 2% effective prior to date of registration Salary P/Annum	Award Rate + 2 ASNA +5% + 2% + 5% effective from date of registration Salary P/Annum
LEVEL 1		
under 17 years of age	11,654	12,237
17 years of age	13,609	14,289
18 years of age	15,886	16,680
19 years of age	18,387	19,306
20 years of age	20,649	21,681
1st year of full-time equivalent adult service	22,682	23,816
2nd year of full-time equivalent adult service	23,382	24,551
3rd year of full-time equivalent adult service	24,078	25,282
4th year of full-time equivalent adult service	24,772	26,011
LEVEL 2	25,469	26,742
	26,167	27,475
	26,969	28,317
	27,524	28,900
	28,343	29,760
LEVEL 3	29,311	30,777
	30,064	31,567
	30,856	32,399
	32,118	33,724
LEVEL 4	32,779	34,418
	33,770	35,459
	34,788	36,527
	36,235	38,047
LEVEL 5	36,989	38,838
	38,025	39,926
	39,090	41,045
	40,187	42,196
LEVEL 6	42,299	44,414
	43,867	46,060
	46,095	48,400
LEVEL 7	47,287	49,651
	48,797	51,237
	50,362	52,880
LEVEL 8	52,648	55,280
	54,522	57,248
LEVEL 9	57,358	60,226
	59,331	62,298
LEVEL 10	61,491	64,566
	64,966	68,214
LEVEL 11	67,741	71,128
	70,563	74,091
LEVEL 12	74,432	78,154
	77,047	80,899
	80,028	84,029
CLASS 1	84,537	88,764
CLASS 2	89,046	93,498
CLASS 3	93,553	98,231
CLASS 4	98,062	102,965

(a) An employee, who is 21 years of age or older on appointment to a classification equivalent to Level 1, may be appointed to the minimum rate of pay based on years of service, not on age.

(b) A Medical Typist or Medical Secretary shall be paid a medical terminology allowance of $1000 per annum.

For the purposes of this subclause 'Medical Typist' and 'Medical Secretary' shall mean those workers classified on a classification equivalent to Level 1,2, or 3 who spend at least 50% of their time typing from tapes, shorthand, and/or Doctor's notes of case histories, summaries, reports or similar material involving a broad range of medical terminology.

(3) Salaries.—Specified Callings and Other Professionals are detailed as follows. The rates of pay have been adjusted to reflect the increases in Clause 10 of the Agreement, and represent full and final settlement of wage adjustments provided for in this Agreement.

(a) Employees, who possess a relevant tertiary level qualification, or equivalent as agreed between the union and the employers, and who are employed in the callings of Architect, Audiologist, Bio Engineer, Chemist, Dietitian, Engineer, Medical Scientist, Librarian, Occupational Therapist, Physiotherapist, Physicist, Pharmacist, Clinical Psychologist, Psychologist, Research Officer, Scientific Officer, Social Worker, Speech Pathologist, Podiatrist, Medical Imaging Technologist, Nuclear Medicine Technologist, Radiation Therapist, Orthotist, or any other professional calling as agreed between the Union and employers, shall be entitled to Annual Salaries as follows—

LEVELS	Award Rate + 2 ASNA + 5% + 2% effective prior to date of registration Salary P/Annum	Award Rate + 2 ASNA +5% + 2% + 5% effective date of registration Salary P/Annum
LEVEL 3/5	29,311	30,777
	30,856	32,399
	32,779	34,418
	34,788	36,527
	38,025	39,926
	40,187	42,196
LEVEL 6	42,299	44,414
	43,867	46,060
	46,095	48,400
LEVEL 7	47,287	49,651
	48,797	51,237
	50,362	52,880
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	80,028	84,029
CLASS 1	84,537	88,764
CLASS 2	89,046	93,498
CLASS 3	93,553	98,231
CLASS 4	98,062	102,965

(b) Subject to paragraph (d) of this sub clause, on appointment or promotion to the Level 3/5 under this sub clause—

(i) Employees, who have completed an approved three academic year tertiary qualification, relevant to their calling, shall commence at the first year increment;

(ii) Employees, who have completed an approved four academic year tertiary qualification, relevant to their calling, shall commence at the second year increment;

(iii) Employees, who have completed an approved Masters or PhD Degree relevant to their calling shall commence on the third year increment;

Provided that employees who attain a higher tertiary level qualification after appointment shall not be entitled to any advanced progression through the range.

(c) The employer and union shall be responsible for determining the relevant acceptable qualifications for appointment for the callings covered by this sub clause and shall maintain a manual setting out such qualifications.

(d) The employer in allocating levels pursuant to paragraph (b) of this sub clause may determine a commencing salary above Level 3/5 for a particular calling/s.

(4) The following conditions shall apply to employees in the callings detailed below—

Engineers—

Employees employed in the calling of Engineer and who are classified Level 3/5 under this Agreement shall be paid a minimum salary at the rate prescribed for the maximum of Level 3/5 where the employee is an "experienced engineer" as defined.

For the purposes of this paragraph "experienced engineer" shall mean—

(a) An engineer appointed to perform professional engineering duties and who is a Corporate Member of The Institution of Engineers, Australia, or who attains that status during service.

(b) An engineer appointed to perform professional duties who is not a Corporate Member of the Institution of Engineers, Australia but who possesses a degree or diploma from a University, College, or Institution acceptable to the employer on the recommendation of the Institution of Engineers, Australia, and who—

(i) having graduated in a four or five academic year course at a University or Institution recognised by the employer, has had four years experience on professional engineering duties acceptable to the employer since becoming a qualified engineer, or

(ii) not having a University degree but possessing a diploma recognised by the employer, has had five year's experience on professional engineering duties, recognised by the employer since becoming a qualified engineer.

(5) The rates of pay in this Agreement include the first $8.00 per week arbitrated safety net adjustment payable under the December, 1994 State Wage Decision. This first $8.00 per week arbitrated safety net adjustment may be offset to the extent of any wage increase as a result of agreements reached at enterprise level since 1 November, 1991. Increases made 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 arbitrated safety net adjustments.

(6) The rates of pay in this Agreement include the second $8.00 per week arbitrated safety net adjustment payable under the December 1994 State Wage Decision. This second $8.00 per week arbitrated safety net adjustment may be offset to the extent of any wage increase payable since 1 November, 1991, pursuant to enterprise agreements in so far as that wage increase has not previously been used to offset an arbitrated safety net adjustment. Increases made 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 arbitrated safety net adjustments.

(7) The first and second arbitrated safety net increases have, for the purposes of this agreement been offered against past productivity improvements.

(8) The third arbitrated safety net adjustment has been absorbed.

23.—RATIFICATION

The signatories that follow testify to the fact that this Agreement shall come into effect as of the date of registration.

Michael Hartland

common seal affixed

(signed by M Hartland)	3/12/97
(Signature)	(Date)

President, for and on behalf of the Hospital Salaried Officers Association of Western Australia (Union of Workers)

Daniel P Hill

common seal affixed

(signed by D Hill)	3-12-97
(Signature)	(Date)

Secretary, for and on behalf of the Hospital Salaried Officers Association of Western Australia (Union of Workers)

Garry England

(signed by G England)	3 Dec 1997
(Signature)	(Date)

General Manager, Kalamunda Health Service, for and on behalf of the Metropolitan Health Service Board

ATTACHMENT 1—MODEL FOR IDENTIFYING PRODUCTIVITY INCREASES

The following model is to be used as a guide only and it is expected that it will be modified to meet the needs of Kalamunda Health Service as required.

A Model for Identifying Productivity Increases

The primary focus of Enterprise Bargaining in the workplace will be on best practice, efficiency, effectiveness, competitiveness and cost saving.

Employees to focus on the following areas—

- Productivity Improvements which can be made: Identification of all possibilities for improving productivity through looking at possible changes in what work is done, how the work is done, who does the work, who could better do the work, when the work is done, whether the work should be done (ie. whether a particular task can be performed less often and still achieve a satisfactory output) possibilities for multi-skilling and opportunities to reduce costs (including financial costs) and reduce waste.
- Barriers to Productivity Improvements: Identification of any significant barriers to improving productivity, such as, need for training, need for equipment, problems with computer programs, demarcation problems and arguments about who should do what, award constraints, information or guidelines problems, problems in regard to supervision, whether too much or not enough, or of poor quality, opportunities and barriers to self management, physical barriers such as the location of various functions which interact with each other and barriers to communication.

Employers, in consultation with their Employees, to focus on all of the above plus macro issues impacting on productivity—

- Structural Matters: Management may need to look at the structures within which the work is done and how they can be improved upon.
- Management Style: Management style and its appropriateness may need to be examined at both an organisational and departmental level.
- Best Practice, Benchmarking, Continuous Improvement and New Opportunities: Initiatives in these areas will in general need to be initiated by management. This is an important area given that one of its outcomes should be improved competitiveness.

  Where barriers to competitiveness beyond the control of the employer/health service are identified, these should be drawn to the attention of the Health Department so that they can be addressed on an industry basis.
- Culture and Environment: Management culture and organisational culture may need to be examined in light of the overall direction of health management and where appropriate programs and training be introduced to address any identified problems.

Quality of Employment—Issues to be Examined by Both Employees and Employers—

This area does not necessarily impact on productivity, as such, but may have a positive impact financially and/or an improvement in the non-wage rewards of employment and is therefore a very valuable, win-win, area for both employees and employers. Matters to be examined under this heading include, but are not confined to—

- Occupational Health and Safety
- Unplanned Absences
- Health and Welfare of the Workforce
- Family needs and other demands on workers: better ways to accommodate and acknowledge these

without losing focus on the main objectives in regard to responsibility for service to the employer.

- Use of Leave
- Equal Opportunity
- Career paths, including access to special project work, providing opportunities for development and recognition
- Employee Recognition, through feedback, support, acknowledgment, enablement, empowerment, consultation and non-financial rewards
- Training and Development
- Equity Issues

HOSPITAL SALARIED OFFICERS KALGOORLIE-BOULDER HEALTH SERVICE ENTERPRISE BARGAINING AGREEMENT 1997.
No. PSA AG 27 of 1997.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Kalgoorlie-Boulder Health Service

and

Hospital Salaried Officers Association of Western Australia (Union of Workers).

No. PSA AG 27 of 1997.

16 December 1997.

Order.

REGISTRATION OF AN INDUSTRIAL AGREEMENT
No. PSA AG 27 OF 1997.

HAVING heard Ms H. Harvey on behalf of the first named party and Mr C. Panizza on behalf of the second named party; and

WHEREAS an agreement has been presented to the Public Service Arbitrator for registration as an Industrial Agreement; and

WHEREAS the Public Service Arbitrator is satisfied that the aforementioned agreement complies with s.41A, s.49A and s.49B of the Industrial Relations Act, 1979;

NOW THEREFORE the Public Service Arbitrator, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement titled the Hospital Salaried Officers Kalgorrlie-Boulder Health Service Enterprise Bargaining Agreement 1997, filed in the Commission on 3 December 1997, signed by me for identification, be and is hereby registered as an Industrial Agreement.

(Sgd.) C.B. PARKS,
[L.S.] Public Service Arbitrator.

AGREEMENT

1.—TITLE

This Agreement shall be titled the Hospital Salaried Officers Kalgoorlie-Boulder Health Service Enterprise Bargaining Agreement 1997.

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Purpose of Agreement
4. Application and Parties Bound
5. Term of Agreement
6. No Extra Claims
7. Objectives, Principles and Commitments
8. Framework and Principles for further Productivity Bargaining
9. Awards, Agreements and Workplace Agreements
10. Rates of Pay and their Adjustment
11. Resources for Productivity Negotiations
12. Dispute Avoidance and Settlement Procedures
13. Hours
14. Part-Time Employees
15. Medical Imaging Technologists
16. Public Holidays
17. Long Service Leave
18. Sick Leave
19. Family, Bereavement and Personal Leave
20. Allowances
21. Overpayments
22. Salaries
23. Ratification

ATTACHMENT 1 Model for Identifying Productivity Increases

3.—PURPOSE OF AGREEMENT

(1) This Agreement aims to achieve improvements in productivity and efficiency and the enhanced performance of Kalgoorlie-Boulder Health Service along with allowing the benefits from those improvements to be shared by employees, Kalgoorlie-Boulder Health Service and the Government on behalf of the Community.

(2) This Agreement places priority on the parties at Kalgoorlie-Boulder Health Service taking responsibility for their own labour relations affairs and reaching agreement on issues appropriate to Kalgoorlie-Boulder Health Service.

(3) This Agreement is entered into in accordance with the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996.

4.—APPLICATION AND PARTIES BOUND

(1) This agreement applies to the Hospital Salaried Officers Association of Western Australia (Union of Workers) (HSOA), the Employees covered by the HSOA's Public Sector Awards employed by the Board of Management of Kalgoorlie-Boulder Health Service, (hereinafter referred to as Kalgoorlie-Boulder Health Service) subject to the extent to which it employs employees covered by the Hospital Salaried Officers Award No. 39 of 1968.

(2) The estimated number of employees bound by this Agreement at the time of registration is 82 employees.

(3) This Agreement shall be read in conjunction with the Hospital Salaried Officers Award No. 39 of 1968 (hereafter referred to as the Award) and shall replace the provisions of that Award where expressly stated herein.

(4) This Agreement replaces the Hospital Salaried Officers Kalgoorlie-Boulder Health Service Enterprise Bargaining Agreement PSA AG50 of 1996.

5.—TERM OF AGREEMENT

(1) This Agreement shall operate from the date of Registration until 31 December 1997, provided that this Agreement, including allowances and salaries, may be varied or replaced prior to its expiry in order to implement any agreement arising out of this Agreement or the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996.

(2) The parties to this Agreement agree to re-open negotiations forthwith.

6.—NO EXTRA CLAIMS

(1) Subject to the agreed award consolidation and the mandatory core items for the first salary increase as outlined in Clause 13(1) of the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996, this Agreement is in settlement of Application Number P59/94.

(2) (i) For the life of this Agreement or any agreement replacing this Agreement, the Hospital Salaried Officers Association shall make no further claims at Industry or Health Service level for productivity improvements which occurred prior to 1 January 1997.

(i) For the life of this Agreement or any agreement replacing this Agreement, the Hospital Salaried Officers Association shall

make no further claims at Health Service level for productivity improvements which occurred between 1 January 1997 and 1 July 1997 and which have been documented as being identified in justifying wage increases under this Agreement.

7.—OBJECTIVES, PRINCIPLES AND COMMITMENTS

(1) The parties agree that the objectives of this Agreement are to—

(a) improve the productivity and efficiency of Kalgoorlie-Boulder Health Service;

(b) facilitate greater decentralisation and flexibility in negotiating employment conditions and work arrangements at Kalgoorlie-Boulder Health Service;

(c) ensure high quality patient services in a safe, healthy and equitable work environment;

(d) ensure high quality of employment and jobs; and

(e) provide a pathway to providing a wage increase to employees based upon the achievement of improved productivity and efficiency.

(2) By—

(a) ensuring that gains achieved through agreed improved productivity and changes in workplace culture are shared by employees, Kalgoorlie-Boulder Health Service and its clients and the Government on behalf of the community;

(b) ensuring that Kalgoorlie-Boulder Health Service operates in a manner consistent with the principles outlined in Section 7 of the Public Sector Management Act;

(c) developing and pursuing changes on a co-operative basis; and

(d) ensuring that Kalgoorlie-Boulder Health Service operates as effectively, efficiently and competitively as possible.

(3) The Hospital Salaried Officers Association and Kalgoorlie-Boulder Health Service, Management and Employees bound by this Agreement are committed to—

(a) Support and actively contribute to health service continuous quality improvement, including best practice, where best practice—

(i) is simply the best way of doing things;

(ii) is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to health service issues;

(iii) practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues;

(iv) is outcome rather than simply activity based;

(v) provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used;

(vi) depends on effective training, empowerment and participation of both management and employees to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process; and

(vii) are to be based on the following principles—

- customer/patient focus
- management commitment
- employee participation
- leadership
- information analysis
- policies and plans
- appropriate standards
- hospital/health service performance
- cost effectiveness
- working smarter

(b) Support the clinical, teaching, research and organisation goals of the health service and contribute to the achievement of those goals as active members of the health service community.

(c) Support and actively contribute to the achievement and/or maintenance of ACHS Accreditation.

(d) Actively contribute to the achievement of health service budgets.

(e) Assist with achieving Health department defined waiting list priorities and day surgery targets.

(f) Co-operate with the development and implementation of strategies to achieve length of stay targets.

(g) Participate in a Multidisciplinary approach to patient care.

(h) The principles of public sector administration, in particular to the principles contained in Sections 7., 8. and 9. of the Public Sector Management Act 1994.

In addition, Kalgoorlie-Boulder Health Service is committed to facilitating and encouraging the participation and commitment of employees.

8.—FRAMEWORK AND PRINCIPLES FOR FURTHER PRODUCTIVITY BARGAINING

(1) (a) Following the receipt of a request from the HSOA to negotiate an amendment to this Agreement with Kalgoorlie-Boulder Health Service, a representative from Kalgoorlie-Boulder Health Service will meet with a representative from the HSOA to discuss the request as soon as practicable but in any event within five working days of the receipt of the request.

These discussions should include process issues such as what sort of bargaining mechanism will be established, what consultative process can be used or needs to be put in place, possible initiatives to be considered and the time frame.

Negotiations will be conducted in a manner and time frame agreed by the parties to this Agreement.

(b) The negotiations should occur on the basis of a broad agenda of initiatives designed to improve efficiency, effectiveness, productivity, patient care and flexibility within Kalgoorlie-Boulder Health Service.

(c) The agenda should include but not be limited to—

(i) changes in work organisation, job design and working patterns and arrangements;

(ii) examination of terms and conditions of employment to ensure they are suited to Kalgoorlie-Boulder Health Service's operational requirements;

(iii) identification and implementation of best practice across all areas of service delivery;

(iv) (i), (ii) and (iii) can be achieved by means including but not limited to;

(aa) new training and skills development programs as and where required;

(bb) the optimum use of human and capital resources including new technology;

(cc) quality assurance and continuous improvement programs;

(dd) having due regard to operational requirements, allowing sufficient flexibility to enable employees to meet their family responsibilities; and

(ee) active occupational health and safety risk reduction, training and rehabilitation programs.

(2) In negotiating further salary increases in return for productivity improvements, the parties should ensure that the following issues have been addressed and/or applied—

(a) Productivity Improvements

Productivity improvements are changes which increase the efficiency and effectiveness of Kalgoorlie-Boulder Health Service in meeting its agreed and contracted service programs and outcomes. Productivity improvements may be related to work practices or arrangements. They may be things which go to minimise the cost of what is done, to the way things are done, to when they are done, to the quality of what is done or to improve the ability of the provider to meet patient and customer needs. They may or may not require changes from Award conditions.

Without limiting any of the above, in practice, the primary focus of Enterprise Bargaining in the workplace is likely to be on best practice, efficiency, effectiveness, competitiveness, cost savings, and quality of employment.

(b) Sharing Gains from Productivity Improvement

The parties accept that there is no precise formula for the sharing of gains from productivity improvements, but in any agreement, in addition to employee benefits, there must be a clear and specific return to Kalgoorlie-Boulder Health Service and/or the Government. Productivity improvements may be related to work practices or arrangements, subject to acceptance that where capital expenditure requires changes in work methods and/or the number of employees and the changes are of a nature that enhances the investment, it shall qualify as a productivity improvement, provided that there is a net quantifiable benefit to Kalgoorlie-Boulder Health Service.

Any agreement reached should not rely primarily on improvements which are merely the result of new technology or financial reforms or other such initiatives. For example; in the case of capital investment (technology), changes arising from capital expenditure for which Kalgoorlie-Boulder Health Service takes the risk and which require a reasonable return on the funds invested, do not necessarily count as a productivity improvement.

The treatment of improved efficiency arising from major capital expenditure is to be agreed by Kalgoorlie-Boulder Health Service and the HSOA and shall take into account factors such as the cost of capital.

Where employees repackage or exchange employment conditions, all or most of the saving or productivity improvement made by Kalgoorlie-Boulder Health Service can be returned to the employees.

(c) Identifying Productivity Increases

To assist in such a review a model for identifying productivity increases is contained in Attachment 5 of the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996. The model is included as a guide only and it is expected that it will be modified to meet the needs of Kalgoorlie-Boulder Health Service as required.

(d) Quantum and Timing of Increases

The aggregate productivity gains negotiated at Kalgoorlie-Boulder Health Service could result in increases greater than the targeted amount, however there are practical limits on how much can be paid and when the increases can be paid for specific operational improvements.

9.—AWARDS, AGREEMENTS AND WORKPLACE AGREEMENTS

(1) Relationship Between Agreements and Awards

Consistent with the Industrial Relations Act 1979 and the State Wage Principles, this Agreement shall provide the whole of the employees' wage increases for the life of the Agreement.

(2) Subject to the Industrial Relations Act 1979 and the State Wage Principles, the parties reserve their rights to seek to amend this Agreement to provide for further salary increases in return for productivity improvements at the Health Service.

(3) Choice between this Agreement and Workplace Agreements

(a) The parties accept that Employees will be given an informed and free choice between this Agreement and Workplace Agreements;

(b) To facilitate the making of an informed and free choice—

(i) Employees who are to be offered a choice between this Agreement and a workplace agreement may only be required to indicate their choice after the employee has been offered the position.

(ii) Where an employee has been offered a choice the employee shall have a minimum of seven days in which to decide which alternative to take, provided that where it is necessary to fill a position within a period of less than seven days or where an employer agrees to an employee commencing within a period of less than seven days, the employee shall have up to the date of formal acceptance.

(iii) The employee shall be provided with—

(aa) a copy of an agreed summary of this Agreement; and

(bb) a copy of a summary of the Workplace Agreement.

(iv) At the request of an employee, the employee shall be provided with;

(aa) access to a copy of this Agreement and the Workplace Agreement;

(bb) any other relevant documentation, such as information on salary packaging; and

(cc) information on where they can obtain further advice and on how to contact the Union.

For its part, the Union undertakes to advise all employees on the matter of choice whether or not they are members of the Union.

(c) If agreement on any aspect of this clause is not able to be reached the dispute settlement procedure set out in Clause 12 of this Agreement is to be followed.

(4) By agreement between the employer and the employee, an employee who has signed a Workplace Agreement prior to the registration of this S.41 Industrial Agreement can revisit the Workplace Agreement in light of this Agreement.

(5) All staff transferred or redeployed to Kalgoorlie-Boulder Health Service from within the Public Sector or within the Government Health Industry may be offered the choice of a Workplace Agreement or this Agreement subject to the discretion of Kalgoorlie-Boulder Health Service.

(6) All promotional positions and new staff recruited by Kalgoorlie-Boulder Health Service from outside the Public Sector may be provided with the choice of a Workplace Agreement or S41 Industrial Agreement, subject to the discretion of Kalgoorlie-Boulder Health Service.

(7) In the exercising of the discretion to only offer a Workplace Agreement under subclauses (5) and (6) of this clause, Kalgoorlie-Boulder Health Service shall ensure that the decision to only offer a Workplace Agreement is made for legitimate operational reasons. In exercising their discretion to only offer a Workplace Agreement, Kalgoorlie-Boulder Health Service is to liaise with the HSOA to ensure it is not done to circumvent the option of choice.

10.—RATES OF PAY AND THEIR ADJUSTMENT

Pursuant to the replacement of agreement no PSA AG50 of 1996, this agreement provides for a 5% salary increase effective from the date of registration of the agreement.

11.—RESOURCES FOR PRODUCTIVITY NEGOTIATIONS

(1) It is recognised that enterprise bargaining places considerable obligations upon the parties at Kalgoorlie-Boulder Health Service.

(2) (a) To assist in meeting these obligations, Kalgoorlie-Boulder Health Service will assist by providing appropriate resources having regard to the operational requirements of Kalgoorlie-Boulder Health Service and resource requirements associated with developing amendments to this Agreement aimed at achieving further salary increases in return for productivity improvements;

(b) It is accepted that employees of Kalgoorlie-Boulder Health Service who are involved in the enterprise bargaining process will be allowed reasonable paid time to fulfil their responsibilities in this process;

(c) Access to resources shall be negotiated with Kalgoorlie-Boulder Health Service and shall not unreasonably affect the operation of Kalgoorlie-Boulder Health Service;

(d) Any paid time or resources shall be provided in a manner suitable to both parties and to enable negotiations to occur and to assist in the achievement of agreement.

(e) The parties accept that the process of bargaining in good faith includes disclosing relevant information, as appropriate for the purposes of the negotiations and confidentiality and privacy in the negotiation process will be respected at all times.

(f) The parties accept that on occasions the nature of certain information may prejudice a party's position or not assist in the resolution of the matter. Subject to the rights of the parties to invoke Clause 12.—Dispute Avoidance and Settlement Procedures of this Agreement, a decision on whether or not to exchange or divulge information will be a matter for the relevant party to decide, provided that information shall not be unreasonably withheld;

(g) Where information of a commercial or sensitive nature is exchanged, the parties agree not to use or divulge that information outside of the negotiating forums.

(3) No officer or employee will be discriminated against as a result of activities conducted in accordance with this clause.

12.—DISPUTE AVOIDANCE AND SETTLEMENT PROCEDURES

(1) The objective of this Clause is to provide a set of procedures for dealing with any questions disputes or difficulties arising under this Agreement and for dealing with any questions, dispute or difficulty between the parties during negotiations for amendments to this Agreement.

(2) Subject to the Public Sector Management Act 1994, in the event of any question, dispute or difficulty between the parties as to the application of Government policy and the Wage Principles and/or their effect upon this Agreement, the Health Department and/or the Department of Productivity and Labour Relations (DOPLAR) are to provide advice to Kalgoorlie-Boulder Health Service in an attempt to resolve the matter.

(3) Subject to the Public Sector Management Act 1994, in the event of any question, dispute or difficulty arising under this Agreement, the following procedures shall apply, provided that nothing in these procedures shall prevent the Secretary of the HSOA (or his/her nominee) from intervening to assist in the process—

(a) The matter is to be discussed between the HSOA employee representative and the employer representative and an attempt made to resolve the matter;

(b) If the matter is unable to be resolved through discussions between the HSOA employee representative and the Kalgoorlie-Boulder Health Service representative, the matter is to be discussed between the employee representative and the Chief Executive Officer of Kalgoorlie-Boulder Health Service or his/her nominee, as soon as practicable but within five working days. Notification of any question, dispute or difficulty may be made verbally and/or in writing;

(c) The parties may individually or collectively seek advice from any appropriate organisation or person in an attempt to resolve the matter;

(d) If the matter is not resolved within five working days of the date of notification in (b) hereof, either party may notify the Secretary of the HSOA (or his/her nominee), or the Chief Executive Officer of Kalgoorlie-Boulder Health Service (or his/her nominee) of the existence of a dispute or disagreement;

(e) The Secretary of the HSOA (or his/her nominee) and the Chief Executive Officer of Kalgoorlie-Boulder Health Service (or his/her nominee) shall confer on the matters notified by the parties within five working days and—

(i) where there is agreement on the matters in dispute the parties shall be advised within two working days;

(ii) where there is disagreement on any matter it may be submitted to the Western Australian Industrial Relation Commission.

(4) Where any matter is referred to the Western Australian Industrial Relations Commission and the matter is not resolved by conciliation, then the matter remaining in dispute may be resolved by arbitration in accordance with the provisions of the Industrial Relations Act 1979 and the State Wage Principles.

13.—HOURS

This clause replaces Clause 13.—Hours of the Hospital Salaried Officers Award No. 39 of 1968.

(1) (a) The ordinary hours of work shall be an average of thirty eight per week and shall be worked by one of the following arrangements—

(i) Ordinary hours of work of thirty eight per week;

(ii) Flexitime roster covering a settlement period of four weeks;

(iii) Actual hours of seventy six over nine days with the tenth day to be taken as a paid rostered day off;

(iv) Such other arrangements as are agreed between the employer and employee. Provided that proposed hours of duty where set outside the terms of this Agreement shall be subject to ratification of the WA Industrial Commission.

(v) In addition to the above arrangements, where the employee and the employer so agree in writing, shifts of not more than 12 hours may be worked.

(b) Subject to the following, where the employer and an employee or group of employees agree in writing, shifts of up to 12 hours may be worked provided the average normal hours worked in a shift cycle or settlement period does not exceed 76 per fortnight.

(i) While recognising that in the course of an averaging process there may be some individual variances, the terms and conditions of the shift agreement shall on balance be no less favourable than those prescribed by this Agreement;

(ii) The period of the shift cycle or settlement period over which the arrangement may extend shall be clearly defined;

(iii) The arrangement shall allow for a minimum of one clear day off in each 7 days;

(iv) The arrangement may allow for additional time off in lieu of penalty rates;

(v) The arrangement may allow for salary averaging of regular penalties and allowances including penalties for working on a public holiday;

(vi) Any proposed arrangement or agreement which extends beyond these parameters must be referred to the Industrial Relations Commission for ratification.

(c) Where the employer has made a definite decision to introduce changes to shift rosters or employees' ordinary hours, the employer shall notify the employees who may be affected by the proposed changes and the Union as soon as the decision has been made and before the changes are to be introduced. Discussion with the employees and union shall occur consistent with the Introduction of Change clause of the Hospital Salaried Officers Award No. 39 of 1968.

(d) The operation of working arrangements prescribed in paragraph (a) above, shall be consistent with the working arrangements prescribed in this clause.

(2) Ordinary Hours

Subject to the Award clauses other than those expressly replaced by this Agreement, the spread of ordinary hours will be from 6.00am to 6.00pm Monday to Friday inclusive with a meal break of not less than 30 minutes nor more than 60 minutes to be taken between 12.00noon and 2.00pm, provided that an employee may with prior approval of their supervisor be allowed to extend the meal break beyond 60 minutes to a maximum of 90 minutes.

(3) Other Working Arrangements

(a) The ordinary hours of duty observed may be varied in accordance with subclause (1)(a)(iv) so as to make provisions for—

(i) the attendance of employees for duty on a Saturday, Sunday, or Public Holidays.

(ii) the performance of shift work including work on Saturdays, Sundays or Public Holidays; and

(iii) the nature of the duties of an employee or class of employees in fulfilling the responsibilities of their office.

provided that where the hours of duty are so varied an employee shall not be required to work more than five hours continuously without a break unless agreed in writing between the employee and the employer.

(b) Notwithstanding the above, where it is considered necessary to provide a more economic operation, the employer may authorise the operation of alternative working arrangements in the hospital/health service, or any branch or section thereof.

The continuing operation of any alternative working arrangements, so approved, will depend on the employer being satisfied that the efficient functioning of the hospital/health service is being enhanced by its operation.

Such alternative working arrangements shall be in accordance with subclause (1)(a)and (d).

(4) Flexitime Arrangements

(a) Flexitime Roster

(i) The authorisation of a flexitime roster shall be the responsibility of the employer. The roster will indicate the minimum staffing and any other requirements in respect to starting and finishing times, lunch break coverage and flexileave.

(ii) The roster shall cover a settlement period of four weeks and shall be made available to all affected employees no later than three days prior to the settlement period commencing.

(iii) The roster shall be prepared in consultation with the affected employees, subject to the employer retaining the right to determine arrangements to suit the operational needs of the department.

(iv) Subject to four weeks notice being given to affected employees, the employer may withdraw authorisation of a flexitime roster.

(b) Hours of Duty

(i) The ordinary hours of duty may be an average of 7 hours 36 minutes per day which may be worked with flexible commencement and finishing times in accordance with the provisions of this subclause, provided that the required hours of duty for each four week settlement period shall be 152 hours.

(ii) For the purpose of leave and Public Holidays, a day shall be credited as 7 hours 36 minutes.

(c) Flexitime Periods

Within the constraints of the prepared roster and subject to the concurrence of the supervisor, employees may select their own starting and finishing times within the following periods—

6.00 am to 9.30 am

11.00 am to 2.30 pm (Minimum half an hour break)

3.30 pm to 6.00 pm

(d) Core Periods

Core periods may be set by agreement between the employer and the employee.

(e) Lunch Break

(i) An employee shall be allowed to extend the meal break between 11 am and 2.30 pm of not less than 30 minutes but not exceeding 60 minutes except as provided below.

(ii) An employee may be allowed to extend the meal break beyond 60 minutes to a maximum of 90 minutes. Such an extension is subject to prior approval of the employee's supervisor.

(f) Flexileave

(i) Within the constraints of the prepared roster and subject to the prior approval of the supervisor, an employee may be allowed a maximum of two full days or any combination of half days and full days that does not in total exceed two days in any one settlement period.

(ii) Approval to take flexileave is subject to the employee having accrued sufficient credit hours to cover the absence prior to taking the leave. In exceptional circumstances and with the approval of the employer, flexileave may be taken before accrual subject to such conditions as the employer may impose.

(g) Settlement Period

(i) For recording time worked, there shall be a settlement period which shall consist of four weeks.

(ii) The settlement period shall commence at the beginning of a pay period.

(iii) The required hours of duty for a settlement period shall be 152 hours.

(h) Credit Hours

(i) Credit hours in excess of the required 152 hours to a maximum of 7 hours 36 minutes are permitted at the end of each settlement period. Such credit hours shall be carried forward to the next settlement period.

(ii) Credit hours in excess of 7 hours 36 minutes at the end of a settlement period shall be lost.

(iii) Credit hours at any point within the settlement period shall not exceed 20 hours.

(i) Debit Hours

(i) Debit hours below the required 152 hours to a maximum of 4 hours are permitted at the end of each settlement period.

Such debit hours shall be carried forward to the next settlement period.

(ii) For debit hours in excess of 4 hours, an employee shall be required to take leave without pay for the period necessary to reduce debit hours to those specified in subparagraph (i) of this subclause.

(iii) Employees having excessive debit hours may be required to work standard working hours in addition to not being paid for the number of hours in excess of the debit hours permitted at the end of each settlement period.

(j) Maximum Daily Working Hours

Subject to subclause (1)(b), a maximum of 10 hours may be worked in any one day.

(k) Study Leave

Where study leave has been approved by the employer, credits will be given for education commitments falling within the ordinary hours of duty and for which "time off" is necessary to allow for attendance at formal classes.

(l) Overtime

(i) Employees receiving at least one day's prior notice of overtime shall be required to work the ordinary hours of duty determined by the employer under subclause (1) of this clause.

(ii) Where an employee is required to work overtime at the conclusion of a day with less than one day's notice, and

(aa) where the employee has at the commencement of that day 2 hours or more flexitime credits, the employee shall be paid overtime after 5 hours work on that day, or for time worked after 3.30 pm, whichever is the later, or

(bb) where that employee has commenced duty prior to 8.30 am and has, at the commencement of that day, less than 2 hours flexitime credits, the employee shall be paid overtime, for time worked after the completion of ordinary hours of duty or after working 7 hours 36 minutes on that day, whichever is the earlier, or

(cc) where that employee has commenced work after 8.30 am and has, at the commencement of that day, less than 2 hours flexitime credits, the employee shall be paid overtime for time worked after 5.30 pm or after working 7 hours 36 minutes, on that day whichever is the earlier.

(iii) Where an employee is required to work overtime at the beginning of a day with less than one day's notice, that employee shall be paid overtime for any time worked prior to the commencing time for ordinary hours of duty determined by the employer under subclause (1) of this clause.

(5) Nine Day Fortnight

(a) Hours of Duty

(i) The employer may authorise the operation of a nine day fortnight where the ordinary hours of duty of 76 hours a fortnight are worked over nine days of the fortnight, exclusive of work performed on Saturday, Sunday and the special rostered day off, with each day consisting of 8 hours and 27 minutes.

(ii) The employer shall determine employees' commencing and finishing times between the spread of 6.00 am and 6.00 pm, in order to ensure that departmental requirements are met on each day.

(b) Lunch Break

A meal break shall be allowed and taken in accordance with the standard provisions of this clause.

(c) Special Rostered Day Off

Each employee shall be allowed one special rostered day off each fortnight in accordance with a roster prepared by management showing days and hours of duty and special rostered days off for each employee.

(d) Leave and Public Holidays.

For the purposes of leave and Public Holidays, a day shall be credited as 8 hours 27 minutes notwithstanding the following—

(i) When a Public Holiday falls on an employee's special rostered day off the employee shall be granted a day in lieu of the holiday prior to the conclusion of the current fortnight.

(ii) For a Public Holiday occurring during a period of annual leave, an additional day will be added to the period of leave irrespective of whether it falls on a rostered work day or special rostered day off.

(iii) A four week annual leave entitlement is equivalent to 152 hours, the equivalent to eighteen rostered working days of 8 hours 27 minutes, and two special rostered days off.

(iv) An employee who is sick on a special rostered day off will not be granted sick leave for that day, and will not be credited with an additional day off in lieu.

(e) Overtime

The provisions of the relevant overtime clause, shall apply for work performed prior to an employee's nominated starting time and after an employee's nominated ceasing time in accordance with subparagraph (a)(ii) and on an employee's special rostered day off.

(f) Study Leave

Credits for Study Leave will be given for educational commitments falling due between and employee's nominated starting and finishing times.

14.—PART-TIME EMPLOYEES

To be read in conjunction with Clause 34.—Part-time Employees of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Part-time workers aged 21 years or more shall be paid at a rate pro-rata to the rate prescribed for the class of work for which they are engaged in the proportion to which their fortnightly hours bear to 76 hours per fortnight.

(2) When a part-time worker as defined by the Hospital Salaried Officers Award No. 39 of 1968, commences employment on or after the 1 July 1996, he/she shall accrue service towards progression onto subsequent salary increments within a salary level, on a pro-rata basis of the number of hours worked to full time hours.

(3) Provided that relevant prior service and experience shall be taken into account when determining at what increment within a specified salary level a part-time employee is appointed.

15.—MEDICAL IMAGING TECHNOLOGISTS

This provision replaces Clause 12. of the Hospital Salaried Officers Award No. 39 of 1968.

Notwithstanding anything contained elsewhere in this Agreement or in the Hospital Salaried Officers Award No. 39 of 1968, Medical Imaging Technologists who were prior to this Agreement employed on a thirty-five hour and four week annual leave basis shall as a result of the registration of this Agreement, be employed on a thirty-five and a half (35.5) hour week and four week annual leave basis.

16.—PUBLIC HOLIDAYS

This provision replaces subclause 16(1)(a) of the Hospital Salaried Officers Award No. 39 of 1968.

(1) The following days or the days observed in lieu thereof shall subject as hereinafter provided, be allowed as holidays without deduction of pay, namely New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties in lieu of any of the days named in this subclause.

(2) With effect from 1 April 1996 employees covered by this Agreement shall not be eligible to receive the two floating holidays otherwise provided for by Operational Instruction 657/95 and Circular to Ministers No. 1 of 1994 issued by the Office of The Premier. Provided that the holiday employees become eligible to receive on 2 January 1996 may be taken in accordance with the above mentioned Circular before 1 January 1997.

17.—LONG SERVICE LEAVE

This clause replaces Clause 19. Long Service Leave of the Hospital Salaried Officers Award No. 39 of 1968 with effect from 1st April 1996.

(1) An employee shall be entitled to thirteen weeks paid long service leave on the completion of ten years of continuous service and an additional thirteen weeks paid long service leave for each subsequent period of ten years of continuous service completed by the employee.

(2) Notwithstanding subclause (1), an employee in employment with an employer respondent to the Hospital Salaried Officers Award N0. 39 of 1968 at the time of the inception of this agreement shall retain the proportion of long service leave accrued at the rate provided by the Award at that time and accrue the balance at the ten year rate.

(3) Upon application by an employee, the employer may (subject to subclause (4) of this Agreement), approve of the taking by the employee—

(a) of double the period of long service leave on half pay, in lieu of the period of long service leave entitlement on full pay; or

(b) of half the period of long service leave on double pay, in lieu of the period of long service leave entitlement on full pay; or

(c) of any portion of his/her long service leave entitlement on full pay or double such period on half pay; or half such period on double pay

(d) A full time employee who, during a qualifying period towards an entitlement of long service leave was employed continuously on both a full time and part time basis may elect to take a lesser period of long

service leave calculated by converting the part time service to equivalent full time service.

(4) Long service leave may be taken in weekly multiples on full, half or compacted pay provided that where an employees remaining portion of accrued untaken leave entitlement is less than a week such portion may be taken.

(5) Any holiday occurring during the period in which an employee is on long service leave will be treated as part of the long service leave, and extra days in lieu thereof shall not be granted.

(6) Long service leave shall be taken as it falls due at the convenience of the employer but within three years next after becoming entitled thereto: Provided that the employer may approve the accumulation of long service leave not exceeding twenty six weeks.

(7) (a) An employee who;

1. at or before the 1st April 1996 was employed by Kalgoorlie-Boulder Health Service, and has completed at least 15 years continuous service within the Western Australian Public Sector; or
2. commenced employment with Kalgoorlie-Boulder Health Service after the 1st April 1996, and has completed at least 15 years continuous service within the Western Australian Public Sector Health Industry;

may, by agreement with the employer, take pro-rata long service leave provided that the employee has completed at least three years continuous service with Kalgoorlie-Boulder Health Service immediately prior to taking this leave.

(b) An employee who resigns from their employment with Kalgoorlie-Boulder Health Service and who;

1. at or before the 1st April 1996 was employed by Kalgoorlie-Boulder Health Service, and has completed at least 15 years continuous service within the Western Australian Public Sector; or
2. commenced employment with Kalgoorlie-Boulder Health Service after the 1st April 1996, and has completed at least 15 years continuous service within the Western Australian Public Sector Health Industry;

shall, in addition to any accrued long service leave be paid pro-rata long service leave, provided that the employee has completed at least three years continuous service with Kalgoorlie-Boulder Health Service immediately prior to his/her resignation.

(8) For the purposes of subclause (7), the Western Australian Public Sector Health Industry shall mean the Minister for Health, the Commissioner of Health and all Public Sector Hospitals, Health Services and Agencies constituted under the Hospitals and Health Services Act 1927.

(9) Where an Employee has been redeployed at the direction of a Western Australian Public Sector Employer, 3 years continuous service for the purposes of subclauses (7) of this Clause shall be calculated including the service with such previous employer or employers.

(10) An employee who resigns having not qualified to be paid pro-rata long service leave in accordance with subclause (8) shall, subject to subclause (12), be entitled to payment for accrued long service leave only.

(11) An employee who is dismissed, shall not be entitled to long service leave or payment for long service leave other than leave that had accrued to the employee prior to the date of the offence for which the employee is dismissed provided that an employee who is dismissed through no fault of his/her own and who having completed at least 15 years continuous service, calculated in accordance with the provisions of this Clause, and having completed at least three years continuous service, calculated in accordance with the provisions of this Clause, with Kalgoorlie-Boulder Health Service immediately prior to dismissal shall, in addition to any accrued long service leave be paid pro-rata long service leave.

(12) A lump sum payment for long service leave accrued in accordance with this clause and for pro-rata long service leave shall be made in the following cases—

(a) To an employee who retires at or over the age of fifty-five years or who has retired on the grounds of ill health, provided that no payment shall be made for pro-rata long service leave unless the employee has completed not less than twelve months' continuous service.

(b) To an employee who has retired for any other cause: Provided that no payment shall be made for pro-rata long service leave unless the employee had completed not less than three years' continuous service before the date of his/her retirement.

(c) To the widow or widower of an employee or such other person as may be approved by the employer in the event of the death of an employee: Provided that no payment shall be made for pro-rata long service leave unless the employee had completed not less than twelve months' continuous service prior to the date of his/her death.

(13) A calculation of the amount due for long service leave accrued and for pro-rata long service leave shall be made at the rate of salary of an employee at the date of retirement, resignation or death, whichever applies and no such payment shall exceed the equivalent of twelve months' salary.

(14) Long service leave accrued prior to the issue of the Hospital Salaried Officers Award No. 39 of 1968 shall remain to the credit of each employee.

(15) Subject to the provisions of subclauses (6), (10), (11), (12) and (16) of this clause, the service of an employee shall not be deemed to have been broken—

(a) by resignation, where he/she resigned from the employment of an employer a party to the Award and commenced with another employer a party to the Award within one working week of the expiration of any period for which payment in lieu of annual leave or holidays has been made by an employer party to the Award from whom he/she resigned or, if no such payment has been made, within one working week of the day on which his/her resignation became effective;

(b) if his/her employment was ended by his/her employer who is party to the Award, for any reason other than misconduct or unsatisfactory service but only if—

(i) the employee resumed employment with an employer party to the Award not later than six months from the day on which his/her employment ended; and

(ii) payment pursuant to subclause (11) of this clause has not been made; or

(c) by any absence approved by the employer as leave whether with or without pay.

(16) The expression "continuous service" in this clause includes any period during which an employee is absent on full pay or part pay, from his/her duties with any employer party to the Award, but does not include—

(a) any cumulative period exceeding two weeks in any one anniversary year during which the employee is absent on leave without pay;

(b) Any service of the employee who resigns or is dismissed, other than service prior to such resignation or to the date of any offence in respect of which the employee is dismissed when such prior service has actually entitled the employee to long service leave, including pro-rata long service leave, under this clause.

(17) Portability

(a) Where an employee was, immediately prior to being employed by Kalgoorlie-Boulder Health Service, employed in the service of—

- The Commonwealth of Australia, or
- Any other State Government of Australia, or
- Any Western Australian State public sector or state government employer,

and the period between the date when the employee ceased previous employment and the date of commencing employment by a respondent to this Agreement does not exceed one week, that employee shall be 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 of appointment under the Public Sector Management Act, shall be 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 shall be 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 shall be calculated upon appointment by a respondent to this Agreement in accordance with the provisions of this clause.

(b) Nothing in this clause confers or shall be deemed to confer on any employee previously employed by the Commonwealth or by any other State of Australia any entitlement to a complete period of long service leave that accrued in the employee's favour prior to the date on which the employee commenced with Kalgoorlie-Boulder Health Service.

(18) At the request of the employee and with the agreement of the employer, an employee faced with pressing personal needs, may be paid in lieu of taking a portion of long service leave.

18.—SICK LEAVE

This provision replaces subclause (7) of Clause 18.—Sick Leave of the Hospital Salaried Officers Award No. 39 of 1968.

The basis for the cumulative accrual of sick leave shall be—

	Leave On Full Pay Working Days
(a) On date of employment of the employee	5
(b) On completion by the employee of six months' service	5
(c) On completion by the employee of twelve months' service	10
(d) On completion of each additional twelve months' service by the employee	10

Provided that where an employee has accrued sick leave on half days pay prior to the date upon which this Agreement comes into effect those accrued half days shall be converted to the equivalent of full days sick leave and shall remain to the employee's credit until such time as they may be taken.

19.—FAMILY, BEREAVEMENT AND PERSONAL LEAVE

This clause replaces Clause 17.—Short Leave of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Family Leave

(a) In this subclause "family member" means the employee's spouse, defacto spouse, child, step child, parent, step parent. This entitlement will also apply to another person who lives with the employee as a member of the employee's family.

(b) The employee is entitled to use up to 38 hours of his/her personal accrued sick leave to care for an ill family member each year, providing the employee must maintain a minimum of 10 days of sick leave available for personal use in each year. Subject to subclause (e), all family leave taken is deducted from the employee's sick leave entitlement.

(c) Family leave is not cumulative from year to year.

(d) Medical certificate requirements are as per those for Sick Leave under the Award.

(e) Where an employee has insufficient accrued sick leave, by mutual agreement, up to five days of annual leave may be used for the purpose of family leave.

(2) Bereavement Leave

(a) An employee shall on the death of—

(i) the spouse of the employee;

(ii) the child or step-child of the employee;

(iii) the parent or step-parent of the employee;

(iv) the brother, sister, step brother or step sister; or

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

be eligible for up to two (2) days bereavement leave, provided that at the request of an employee the employer may exercise a discretion to grant bereavement leave to an employee in respect of some other person with whom the employee has a special relationship.

(b) The 2 days need not be consecutive.

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

(d) An employee who claims to be entitled to paid leave under paragraph (a) of this subclause is to provide to the employer, if so requested, evidence that would satisfy a reasonable person as to—

(i) the death that is the subject of the leave sought; and

(ii) the relationship of the employee to the deceased person.

(e) An employee requiring more than two days bereavement leave in order to travel overseas in the event of the death overseas of a member of the employees immediate family may, upon providing adequate proof, in addition to any bereavement leave to which the employee is eligible, have immediate access to annual leave and/or accrued long service leave in weekly multiples and/or leave without pay provided all accrued leave is exhausted.

(3) Special Personal Leave

(a) Without Pay

The employer may upon the request of an employee, grant that employee special leave without pay for any special or personal reason.

(b) Use of Annual Leave

The employer may, upon the request of an employee and with sufficient cause being shown, which may in the circumstances be with little notice, grant that employee single days of annual leave for pressing personal emergencies.

20.—ALLOWANCES

(1) Where an employee subject to this Agreement is paid an allowance as provided under the Hospital Salaried Officers Award No. 39 of 1968, which is calculated as a percentage of a salary rate prescribed by that Award, the allowance shall for the life of this Agreement, now be calculated using the salary rates as prescribed at Clause 22.—Salaries of this Agreement.

21.—OVERPAYMENTS

(1) Where an employee is paid for work not subsequently performed or is overpaid in any other manner, the employer is entitled to make adjustment to the subsequent wages or salaries of the employee.

(2) One-off Overpayments

Subject to subclauses (4) and (5), one-off overpayments may be recovered by the employer in the pay period immediately following the pay period in which the overpayment was made, or in the period immediately following the pay period in which it was discovered that overpayment has occurred.

(3) Cumulative Overpayments

Subject to subclauses (4) and (5), cumulative overpayments may be recovered by the employer at a rate agreed between the employer and the employee, provided that the rate at which the overpayment is recovered is not at a lesser rate than the rate at which it was overpaid or $50 per week, depending on which is the lesser amount per pay period.

(4) In exceptional circumstances, other arrangements for the recovery of overpayments may be agreed between the employer and the employee.

(5) the employer is required to notify the employee of their intention to recoup overpayment and to consult with the employee as to the appropriate recovery rate.

22.—SALARIES

This clause replaces Schedule A—Minimum Salaries of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Subject to the provision of Clause 9.—Salaries of the Award and to the provisions of this Clause the minimum annual salaries for employees bound by this Agreement are set in this Clause and shall apply from date of registration until the expiry of this Agreement.

(2) Minimum Salaries are detailed as follows. The rates of pay have been adjusted to reflect the increase in Clause 10 of the Agreement and represent full and final settlement of wage adjustments provided for in this Agreement.

LEVELS	Award Rate + 2 ASNA + 5% + 2% effective prior to date of registration Salary P/Annum	Award Rate + 2 ASNA +5% + 2% + 5% effective from date of registration Salary P/Annum
LEVEL 1		
under 17 years of age	11,654	12,237
17 years of age	13,609	14,289
18 years of age	15,886	16,680
19 years of age	18,387	19,306
20 years of age	20,649	21,681
1st year of full-time equivalent adult service	22,682	23,816
2nd year of full-time equivalent adult service	23,382	24,551
3rd year of full-time equivalent adult service	24,078	25,282
4th year of full-time equivalent adult service	24,772	26,011
LEVEL 2	25,469	26,742
	26,167	27,475
	26,969	28,317
	27,524	28,900
	28,343	29,760
LEVEL 3	29,311	30,777
	30,064	31,567
	30,856	32,399
	32,118	33,724
LEVEL 4	32,779	34,418
	33,770	35,459
	34,788	36,527
	36,235	38,047
LEVEL 5	36,989	38,838
	38,025	39,926
	39,090	41,045
	40,187	42,196
LEVEL 6	42,299	44,414
	43,867	46,060
	46,095	48,400
LEVEL 7	47,287	49,651
	48,797	51,237
	50,362	52,880
LEVEL 8	52,648	55,280
	54,522	57,248
LEVEL 9	57,358	60,226
	59,331	62,298
LEVEL 10	61,491	64,566
	64,966	68,214
LEVEL 11	67,741	71,128
	70,563	74,091
LEVEL 12	74,432	78,154
	77,047	80,899
	80,028	84,029
CLASS 1	84,537	88,764
CLASS 2	89,046	93,498
CLASS 3	93,553	98,231
CLASS 4	98,062	102,965

(a) An employee, who is 21 years of age or older on appointment to a classification equivalent to Level 1, may be appointed to the minimum rate of pay based on years of service, not on age.

(b) A Medical Typist or Medical Secretary shall be paid a medical terminology allowance of $1000 per annum.

For the purposes of this subclause 'Medical Typist' and 'Medical Secretary' shall mean those workers classified on a classification equivalent to Level 1,2, or 3 who spend at least 50% of their time typing from tapes, shorthand, and/or Doctor's notes of case histories, summaries, reports or similar material involving a broad range of medical terminology.

(3) Salaries.—Specified Callings and Other Professionals are detailed as follows. The rates of pay have been adjusted to reflect the increases in Clause 10 of the Agreement, and represent full and final settlement of wage adjustments provided for in this Agreement.

(a) Employees, who possess a relevant tertiary level qualification, or equivalent as agreed between the union and the employers, and who are employed in the callings of Architect, Audiologist, Bio Engineer, Chemist, Dietitian, Engineer, Medical Scientist, Librarian, Occupational Therapist, Physiotherapist, Physicist, Pharmacist, Clinical Psychologist, Psychologist, Research Officer, Scientific Officer, Social Worker, Speech Pathologist, Podiatrist, Medical Imaging Technologist, Nuclear Medicine Technologist, Radiation Therapist, Orthotist, or any other professional calling as agreed between the Union and employers, shall be entitled to Annual Salaries as follows—

LEVELS	Award Rate + 2 ASNA + 5% + 2% effective prior to date of registration Salary P/Annum	Award Rate + 2 ASNA +5% + 2% + 5% effective date of registration Salary P/Annum
LEVEL 3/5	29,311	30,777
	30,856	32,399
	32,779	34,418
	34,788	36,527
	38,025	39,926
	40,187	42,196
LEVEL 6	42,299	44,414
	43,867	46,060
	46,095	48,400
LEVEL 7	47,287	49,651
	48,797	51,237
	50,362	52,880
LEVEL 8	52,648	55,280
	54,522	57,248
LEVEL 9	57,358	60,226
	59,331	62,298
LEVEL 10	61,491	64,566
	64,966	68,214
LEVEL 11	67,741	71,128
	70,563	74,091
LEVEL 12	74,432	78,154
	77,047	80,899
	80,028	84,029
CLASS 1	84,537	88,764
CLASS 2	89,046	93,498
CLASS 3	93,553	98,231
CLASS 4	98,062	102,965

(b) Subject to paragraph (d) of this sub clause, on appointment or promotion to the Level 3/5 under this sub clause—

(i) Employees, who have completed an approved three academic year tertiary qualification, relevant to their calling, shall commence at the first year increment;

(ii) Employees, who have completed an approved four academic year tertiary qualification, relevant to their calling, shall commence at the second year increment;

(iii) Employees, who have completed an approved Masters or PhD Degree relevant to their calling shall commence on the third year increment;

Provided that employees who attain a higher tertiary level qualification after appointment shall not be entitled to any advanced progression through the range.

(c) The employer and union shall be responsible for determining the relevant acceptable qualifications for appointment for the callings covered by this sub clause and shall maintain a manual setting out such qualifications.

(d) The employer in allocating levels pursuant to paragraph (b) of this sub clause may determine a commencing salary above Level 3/5 for a particular calling/s.

(4) The following conditions shall apply to employees in the callings detailed below—

Engineers—

Employees employed in the calling of Engineer and who are classified Level 3/5 under this Agreement shall be paid a minimum salary at the rate prescribed for the maximum of Level 3/5 where the employee is an "experienced engineer" as defined.

For the purposes of this paragraph "experienced engineer" shall mean—

(a) An engineer appointed to perform professional engineering duties and who is a Corporate Member of The Institution of Engineers, Australia, or who attains that status during service.

(b) An engineer appointed to perform professional duties who is not a Corporate Member of the Institution of Engineers, Australia but who possesses a degree or diploma from a University, College, or Institution acceptable to the employer on the recommendation of the Institution of Engineers, Australia, and who—

(i) having graduated in a four or five academic year course at a University or Institution recognised by the employer, has had four years experience on professional engineering duties acceptable to the employer since becoming a qualified engineer, or

(ii) not having a University degree but possessing a diploma recognised by the employer, has had five year's experience on professional engineering duties, recognised by the employer since becoming a qualified engineer.

(5) The rates of pay in this Agreement include the first $8.00 per week arbitrated safety net adjustment payable under the December, 1994 State Wage Decision. This first $8.00 per week arbitrated safety net adjustment may be offset to the extent of any wage increase as a result of agreements reached at enterprise level since 1 November, 1991. Increases made 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 arbitrated safety net adjustments.

(6) The rates of pay in this Agreement include the second $8.00 per week arbitrated safety net adjustment payable under the December 1994 State Wage Decision. This second $8.00 per week arbitrated safety net adjustment may be offset to the extent of any wage increase payable since 1 November, 1991, pursuant to enterprise agreements in so far as that wage increase has not previously been used to offset an arbitrated safety net adjustment. Increases made 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 arbitrated safety net adjustments.

(7) The first and second arbitrated safety net increases have, for the purposes of this agreement been offered against past productivity improvements.

(8) The third arbitrated safety net adjustment has been absorbed.

23.—RATIFICATION

The signatories that follow testify to the fact that this Agreement shall come into effect as of the date of registration.

Michael Hartland

common seal affixed

(signed by M Hartland) 2/12/97

(Signature) (Date)

President, for and on behalf of the Hospital Salaried Officers Association of Western Australia (Union of Workers)

Daniel P Hill

common seal affixed

(signed by D Hill) 2-12-97

(Signature) (Date)

Secretary, for and on behalf of the Hospital Salaried Officers Association of Western Australia (Union of Workers)

Peter Broad

(signed by P Broad) _____

(Signature) (Date)

Peter Broad Chairman for and on behalf of the Kalgoorlie Boulder Health Service Board of Management

ATTACHMENT 1—MODEL FOR IDENTIFYING PRODUCTIVITY INCREASES

The following model is to be used as a guide only and it is expected that it will be modified to meet the needs of Kalgoorlie-Boulder Health Service as required.

A Model for Identifying Productivity Increases

The primary focus of Enterprise Bargaining in the workplace will be on best practice, efficiency, effectiveness, competitiveness and cost saving.

Employees to focus on the following areas—

- Productivity Improvements which can be made: Identification of all possibilities for improving productivity through looking at possible changes in what work is done, how the work is done, who does the work, who could better do the work, when the work is done, whether the work should be done (ie. whether a particular task can be performed less often and still achieve a satisfactory output) possibilities for multi-skilling and opportunities to reduce costs (including financial costs) and reduce waste.
- Barriers to Productivity Improvements: Identification of any significant barriers to improving productivity, such as, need for training, need for equipment, problems with computer programs, demarcation problems and arguments about who should do what, award constraints, information or guidelines problems, problems in regard to supervision, whether too much or not enough, or of poor quality, opportunities and barriers to self management, physical barriers such as the location of various functions which interact with each other and barriers to communication.

Employers, in consultation with their Employees, to focus on all of the above plus macro issues impacting on productivity—

- Structural Matters: Management may need to look at the structures within which the work is done and how they can be improved upon.
- Management Style: Management style and its appropriateness may need to be examined at both an organisational and departmental level.
- Best Practice, Benchmarking, Continuous Improvement and New Opportunities: Initiatives in these areas will in general need to be initiated by management. This is an important area given that one of its outcomes should be improved competitiveness.

  Where barriers to competitiveness beyond the control of the employer/health service are identified, these should be drawn to the attention of the Health Department so that they can be addressed on an industry basis.
- Culture and Environment: Management culture and organisational culture may need to be examined in light of the overall direction of health management

and where appropriate programs and training be introduced to address any identified problems.

Quality of Employment—Issues to be Examined by Both Employees and Employers—

This area does not necessarily impact on productivity, as such, but may have a positive impact financially and/or an improvement in the non-wage rewards of employment and is therefore a very valuable, win-win, area for both employees and employers. Matters to be examined under this heading include, but are not confined to—

- Occupational Health and Safety
- Unplanned Absences
- Health and Welfare of the Workforce
- Family needs and other demands on workers: better ways to accommodate and acknowledge these without losing focus on the main objectives in regard to responsibility for service to the employer.
- Use of Leave
- Equal Opportunity
- Career paths, including access to special project work, providing opportunities for development and recognition
- Employee Recognition, through feedback, support, acknowledgment, enablement, empowerment, consultation and non-financial rewards
- Training and Development
- Equity Issues

HOSPITAL SALARIED OFFICERS KIMBERLEY HEALTH SERVICE (EAST) ENTERPRISE BARGAINING AGREEMENT 1997.
No. PSA AG 19 of 1997.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Kimberley Health Service

and

Hospital Salaried Officers Association of Western Australia (Union Of Workers).

No. PSA AG 19 of 1997.

15 December 1997.

Order.

REGISTRATION OF AN INDUSTRIAL AGREEMENT.
No. PSA AG 19 OF 1997.

HAVING heard Ms H. Harvey on behalf of the first named party and Ms C. Thomas on behalf of the second named party; and

WHEREAS an agreement has been presented to the Public Service Arbitrator for registration as an Industrial Agreement; and

WHEREAS the Public Service Arbitrator is satisfied that the aforementioned agreement complies with s.41A, s.49A and s.49B of the Industrial Relations Act, 1979;

NOW THEREFORE the Public Service Arbitrator, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement titled the Hospital Salaried Officers Kimberley Health Service (East) Enterprise Bargaining Agreement 1997, filed in the Commission on 25 November 1997, signed by me for identification, be and is hereby registered as an Industrial Agreement.

(Sgd.) C.B. PARKS,
[L.S.] Public Service Arbitrator.

AGREEMENT

1.—TITLE

This Agreement shall be titled the Hospital Salaried Officers Kimberley Health Service (East) Enterprise Bargaining Agreement 1997.

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Purpose of Agreement
4. Application and Parties Bound
5. Term of Agreement
6. No Extra Claims
7. Objectives, Principles and Commitments
8. Framework and Principles for further Productivity Bargaining
9. Awards, Agreements and Workplace Agreements
10. Rates of Pay and their Adjustment
11. Resources for Productivity Negotiations
12. Dispute Avoidance and Settlement Procedures
13. Hours
14. Part-Time Employees
15. Medical Imaging Technologists
16. Public Holidays
17. Long Service Leave
18. Sick Leave
19. Family, Bereavement and Personal Leave
20. Allowances
21. Overpayments
22. Salaries
23. Ratification

ATTACHMENT 1 Model for Identifying Productivity Increases

3.—PURPOSE OF AGREEMENT

(1) This Agreement aims to achieve improvements in productivity and efficiency and the enhanced performance of Kimberley Health Service (East) along with allowing the benefits from those improvements to be shared by employees, Kimberley Health Service (East) and the Government on behalf of the Community.

(2) This Agreement places priority on the parties at Kimberley Health Service (East) taking responsibility for their own labour relations affairs and reaching agreement on issues appropriate to Kimberley Health Service (East).

(3) This Agreement is entered into in accordance with the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996.

4.—APPLICATION AND PARTIES BOUND

(1) This agreement applies to the Hospital Salaried Officers Association of Western Australia (Union of Workers) (HSOA), and the Employees covered by the HSOA's Public Sector Awards employed by the Board of Management of Kimberley Health Service in the area known as Kimberley (East), (hereinafter referred to as Kimberley Health Service (East)) subject to the extent to which it employs employees covered by the Hospital Salaried Officers Award No. 39 of 1968.

(2) The estimated number of employees bound by this Agreement at the time of registration is 30 employees.

(3) This Agreement shall be read in conjunction with the Hospital Salaried Officers Award No. 39 of 1968 (hereafter referred to as the Award) and shall replace the provisions of that Award where expressly stated herein.

(4) This Agreement replaces the Hospital Salaried Officers Kununurra, Wyndham and Halls Creek District Hospitals Enterprise Bargaining Agreements respectively numbered PSA AG58 of 1996, PSA AG113 of 1996 and PSA AG44 of 1996.

5.—TERM OF AGREEMENT

(1) This Agreement shall operate from the date of Registration until 31 December 1997, provided that this Agreement, including allowances and salaries, may be varied or replaced prior to its expiry in order to implement any agreement arising out of this Agreement or the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996.

(2) The parties to this Agreement agree to re-open negotiations forthwith.

6.—NO EXTRA CLAIMS

(1) Subject to the agreed award consolidation and the mandatory core items for the first salary increase as outlined in Clause 13(1) of the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996, this Agreement is in settlement of Application Number P59/94.

(2) For the life of this Agreement or any agreement replacing this Agreement, the Hospital Salaried Officers Association shall make no further claims at Industry or Health Service level for productivity improvements which occurred prior to 1 January 1997.

7.—OBJECTIVES, PRINCIPLES AND COMMITMENTS

(1) The parties agree that the objectives of this Agreement are to—

(a) improve the productivity and efficiency of Kimberley Health Service (East);

(b) facilitate greater decentralisation and flexibility in negotiating employment conditions and work arrangements at Kimberley Health Service (East);

(c) ensure high quality patient services in a safe, healthy and equitable work environment;

(d) ensure high quality of employment and jobs; and

(e) provide a pathway to providing a wage increase to employees based upon the achievement of improved productivity and efficiency.

(2) By—

(a) ensuring that gains achieved through agreed improved productivity and changes in workplace culture are shared by employees, Kimberley Health Service (East) and its clients and the Government on behalf of the community;

(b) ensuring that Kimberley Health Service (East) operates in a manner consistent with the principles outlined in Section 7 of the Public Sector Management Act;

(c) developing and pursuing changes on a co-operative basis; and

(d) ensuring that Kimberley Health Service (East) operates as effectively, efficiently and competitively as possible.

(3) The Hospital Salaried Officers Association and Kimberley Health Service (East), Management and Employees bound by this Agreement are committed to—

(a) Support and actively contribute to health service continuous quality improvement, including best practice, where best practice—

(i) is simply the best way of doing things;

(ii) is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to health service issues;

(iii) practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues;

(iv) is outcome rather than simply activity based;

(v) provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used;

(vi) depends on effective training, empowerment and participation of both management and employees to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process; and

(vii) are to be based on the following principles—

- customer/patient focus
- management commitment
- employee participation
- leadership
- information analysis
- policies and plans
- appropriate standards
- hospital/health service performance
- cost effectiveness
- working smarter

(b) Support the clinical, teaching, research and organisation goals of the health service and contribute to the achievement of those goals as active members of the health service community.

(c) Support and actively contribute to the achievement and/or maintenance of ACHS Accreditation.

(d) Actively contribute to the achievement of health service budgets.

(e) Assist with achieving Health department defined waiting list priorities and day surgery targets.

(f) Co-operate with the development and implementation of strategies to achieve length of stay targets.

(g) Participate in a Multidisciplinary approach to patient care.

(h) The principles of public sector administration, in particular to the principles contained in Sections 7., 8. and 9. of the Public Sector Management Act 1994.

In addition, Kimberley Health Service (East) is committed to facilitating and encouraging the participation and commitment of employees.

8.—FRAMEWORK AND PRINCIPLES FOR FURTHER PRODUCTIVITY BARGAINING

(1) (a) Following the receipt of a request from the HSOA to negotiate an amendment to this Agreement with Kimberley Health Service (East), a representative from Kimberley Health Service (East) will meet with a representative from the HSOA to discuss the request as soon as practicable but in any event within five working days of the receipt of the request.

These discussions should include process issues such as what sort of bargaining mechanism will be established, what consultative process can be used or needs to be put in place, possible initiatives to be considered and the time frame.

Negotiations will be conducted in a manner and time frame agreed by the parties to this Agreement.

(b) The negotiations should occur on the basis of a broad agenda of initiatives designed to improve efficiency, effectiveness, productivity, patient care and flexibility within Kimberley Health Service (East).

(c) The agenda should include but not be limited to—

(i) changes in work organisation, job design and working patterns and arrangements;

(ii) examination of terms and conditions of employment to ensure they are suited to Kimberley Health Service (East)'s operational requirements;

(iii) identification and implementation of best practice across all areas of service delivery;

(iv) (i), (ii) and (iii) can be achieved by means including but not limited to;

(aa) new training and skills development programs as and where required;

(bb) the optimum use of human and capital resources including new technology;

(cc) quality assurance and continuous improvement programs;

(dd) having due regard to operational requirements, allowing sufficient flexibility to enable employees to meet their family responsibilities; and

(ee) active occupational health and safety risk reduction, training and rehabilitation programs.

(2) In negotiating further salary increases in return for productivity improvements, the parties should ensure that the following issues have been addressed and/or applied—

(a) Productivity Improvements

Productivity improvements are changes which increase the efficiency and effectiveness of Kimberley Health Service (East) in meeting its agreed and

contracted service programs and outcomes. Productivity improvements may be related to work practices or arrangements. They may be things which go to minimise the cost of what is done, to the way things are done, to when they are done, to the quality of what is done or to improve the ability of the provider to meet patient and customer needs. They may or may not require changes from Award conditions.

Without limiting any of the above, in practice, the primary focus of Enterprise Bargaining in the workplace is likely to be on best practice, efficiency, effectiveness, competitiveness, cost savings, and quality of employment.

(b) Sharing Gains from Productivity Improvement

The parties accept that there is no precise formula for the sharing of gains from productivity improvements, but in any agreement, in addition to employee benefits, there must be a clear and specific return to Kimberley Health Service (East) and/or the Government. Productivity improvements may be related to work practices or arrangements, subject to acceptance that where capital expenditure requires changes in work methods and/or the number of employees and the changes are of a nature that enhances the investment, it shall qualify as a productivity improvement, provided that there is a net quantifiable benefit to Kimberley Health Service (East).

Any agreement reached should not rely primarily on improvements which are merely the result of new technology or financial reforms or other such initiatives. For example; in the case of capital investment (technology), changes arising from capital expenditure for which Kimberley Health Service (East) takes the risk and which require a reasonable return on the funds invested, do not necessarily count as a productivity improvement.

The treatment of improved efficiency arising from major capital expenditure is to be agreed by Kimberley Health Service (East) and the HSOA and shall take into account factors such as the cost of capital.

Where employees repackage or exchange employment conditions, all or most of the saving or productivity improvement made by Kimberley Health Service (East) can be returned to the employees.

(c) Identifying Productivity Increases

To assist in such a review a model for identifying productivity increases is contained in Attachment 5 of the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996. The model is included as a guide only and it is expected that it will be modified to meet the needs of Kimberley Health Service (East) as required.

(d) Quantum and Timing of Increases

The aggregate productivity gains negotiated at Kimberley Health Service (East) could result in increases greater than the targeted amount, however there are practical limits on how much can be paid and when the increases can be paid for specific operational improvements.

9.—AWARDS, AGREEMENTS AND WORKPLACE AGREEMENTS

(1) Relationship Between Agreements and Awards

Consistent with the Industrial Relations Act 1979 and the State Wage Principles, this Agreement shall provide the whole of the employees' wage increases for the life of the Agreement.

(2) Subject to the Industrial Relations Act 1979 and the State Wage Principles, the parties reserve their rights to seek to amend this Agreement to provide for further salary increases in return for productivity improvements at the Health Service.

(3) Choice between this Agreement and Workplace Agreements

(a) The parties accept that Employees will be given an informed and free choice between this Agreement and Workplace Agreements;

(b) To facilitate the making of an informed and free choice—

(i) Employees who are to be offered a choice between this Agreement and a workplace agreement may only be required to indicate their choice after the employee has been offered the position.

(ii) Where an employee has been offered a choice the employee shall have a minimum of seven days in which to decide which alternative to take, provided that where it is necessary to fill a position within a period of less than seven days or where an employer agrees to an employee commencing within a period of less than seven days, the employee shall have up to the date of formal acceptance.

(iii) The employee shall be provided with—

(aa) a copy of an agreed summary of this Agreement; and

(bb) a copy of a summary of the Workplace Agreement.

(iv) At the request of an employee, the employee shall be provided with;

(aa) access to a copy of this Agreement and the Workplace Agreement;

(bb) any other relevant documentation, such as information on salary packaging; and

(cc) information on where they can obtain further advice and on how to contact the Union.

For its part, the Union undertakes to advise all employees on the matter of choice whether or not they are members of the Union.

(c) If agreement on any aspect of this clause is not able to be reached the dispute settlement procedure set out in Clause 12 of this Agreement is to be followed.

(4) By agreement between the employer and the employee, an employee who has signed a Workplace Agreement prior to the registration of this S.41 Industrial Agreement can re-visit the Workplace Agreement in light of this Agreement.

(5) All staff transferred or redeployed to Kimberley Health Service (East) from within the Public Sector or within the Government Health Industry may be offered the choice of a Workplace Agreement or this Agreement subject to the discretion of Kimberley Health Service (East).

(6) All promotional positions and new staff recruited by Kimberley Health Service (East) from outside the Public Sector may be provided with the choice of a Workplace Agreement or S41 Industrial Agreement, subject to the discretion of Kimberley Health Service (East).

(7) In the exercising of the discretion to only offer a Workplace Agreement under subclauses (5) and (6) of this clause, Kimberley Health Service (East) shall ensure that the decision to only offer a Workplace Agreement is made for legitimate operational reasons. In exercising their discretion to only offer a Workplace Agreement, Kimberley Health Service (East) is to liaise with the HSOA to ensure it is not done to circumvent the option of choice.

10.—RATES OF PAY AND THEIR ADJUSTMENT

Pursuant to the replacement of agreements no PSA AG58 of 1996, PSA AG113 of 1996 and PSA AG44 of 1996, this agreement provides for a 5% salary increase effective from the date of registration of the agreement.

11.—RESOURCES FOR PRODUCTIVITY NEGOTIATIONS

(1) It is recognised that enterprise bargaining places considerable obligations upon the parties at Kimberley Health Service (East).

(2) (a) To assist in meeting these obligations, Kimberley Health Service (East) will assist by providing appropriate resources having regard to the operational requirements of Kimberley Health Service (East) and resource requirements associated with developing amendments to this Agreement aimed at achieving further salary increases in return for productivity improvements;

(b) It is accepted that employees of Kimberley Health Service (East) who are involved in the enterprise bargaining process will be allowed reasonable paid time to fulfil their responsibilities in this process;

(c) Access to resources shall be negotiated with Kimberley Health Service (East) and shall not unreasonably affect the operation of Kimberley Health Service (East);

(d) Any paid time or resources shall be provided in a manner suitable to both parties and to enable negotiations to occur and to assist in the achievement of agreement.

(e) The parties accept that the process of bargaining in good faith includes disclosing relevant information, as appropriate for the purposes of the negotiations and confidentiality and privacy in the negotiation process will be respected at all times.

(f) The parties accept that on occasions the nature of certain information may prejudice a party's position or not assist in the resolution of the matter. Subject to the rights of the parties to invoke Clause 12.—Dispute Avoidance and Settlement Procedures of this Agreement, a decision on whether or not to exchange or divulge information will be a matter for the relevant party to decide, provided that information shall not be unreasonably withheld;

(g) Where information of a commercial or sensitive nature is exchanged, the parties agree not to use or divulge that information outside of the negotiating forums.

(3) No officer or employee will be discriminated against as a result of activities conducted in accordance with this clause.

12.—DISPUTE AVOIDANCE AND SETTLEMENT PROCEDURES

(1) The objective of this Clause is to provide a set of procedures for dealing with any questions disputes or difficulties arising under this Agreement and for dealing with any questions, dispute or difficulty between the parties during negotiations for amendments to this Agreement.

(2) Subject to the Public Sector Management Act 1994, in the event of any question, dispute or difficulty between the parties as to the application of Government policy and the Wage Principles and/or their effect upon this Agreement, the Health Department and/or the Department of Productivity and Labour Relations (DOPLAR) are to provide advice to Kimberley Health Service (East) in an attempt to resolve the matter.

(3) Subject to the Public Sector Management Act 1994, in the event of any question, dispute or difficulty arising under this Agreement, the following procedures shall apply, provided that nothing in these procedures shall prevent the Secretary of the HSOA (or his/her nominee) from intervening to assist in the process—

(a) The matter is to be discussed between the HSOA employee representative and the employer representative and an attempt made to resolve the matter;

(b) If the matter is unable to be resolved through discussions between the HSOA employee representative and the Kimberley Health Service (East) representative, the matter is to be discussed between the employee representative and the Chief Executive Officer of Kimberley Health Service (East) or his/her nominee, as soon as practicable but within five working days. Notification of any question, dispute or difficulty may be made verbally and/or in writing;

(c) The parties may individually or collectively seek advice from any appropriate organisation or person in an attempt to resolve the matter;

(d) If the matter is not resolved within five working days of the date of notification in (b) hereof, either party may notify the Secretary of the HSOA (or his/her nominee), or the Chief Executive Officer of Kimberley Health Service (East) (or his/her nominee) of the existence of a dispute or disagreement;

(e) The Secretary of the HSOA (or his/her nominee) and the Chief Executive Officer of Kimberley Health Service (East) (or his/her nominee) shall confer on the matters notified by the parties within five working days and—

(i) where there is agreement on the matters in dispute the parties shall be advised within two working days;

(ii) where there is disagreement on any matter it may be submitted to the Western Australian Industrial Relation Commission.

(4) Where any matter is referred to the Western Australian Industrial Relations Commission and the matter is not resolved by conciliation, then the matter remaining in dispute may be resolved by arbitration in accordance with the provisions of the Industrial Relations Act 1979 and the State Wage Principles.

13.—HOURS

This clause replaces Clause 13.—Hours of the Hospital Salaried Officers Award No. 39 of 1968.

(1) (a) The ordinary hours of work shall be an average of thirty eight per week and shall be worked by one of the following arrangements—

(i) Ordinary hours of work of thirty eight per week;

(ii) Flexitime roster covering a settlement period of four weeks;

(iii) Actual hours of seventy six over nine days with the tenth day to be taken as a paid rostered day off;

(iv) Such other arrangements as are agreed between the employer and employee. Provided that proposed hours of duty where set outside the terms of this Agreement shall be subject to ratification of the WA Industrial Commission.

(v) In addition to the above arrangements, where the employee and the employer so agree in writing, shifts of not more than 12 hours may be worked.

(b) Subject to the following, where the employer and an employee or group of employees agree in writing, shifts of up to 12 hours may be worked provided the average normal hours worked in a shift cycle or settlement period does not exceed 76 per fortnight.

(i) While recognising that in the course of an averaging process there may be some individual variances, the terms and conditions of the shift agreement shall on balance be no less favourable than those prescribed by this Agreement;

(ii) The period of the shift cycle or settlement period over which the arrangement may extend shall be clearly defined;

(iii) The arrangement shall allow for a minimum of one clear day off in each 7 days;

(iv) The arrangement may allow for additional time off in lieu of penalty rates;

(v) The arrangement may allow for salary averaging of regular penalties and allowances including penalties for working on a public holiday;

(vi) Any proposed arrangement or agreement which extends beyond these parameters must be referred to the Industrial Relations Commission for ratification.

(c) Where the employer has made a definite decision to introduce changes to shift rosters or employees' ordinary hours, the employer shall notify the employees who may be affected by the proposed changes and the Union as soon as the decision has been made and before the changes are to be introduced. Discussion with the employees and union shall occur consistent with the Introduction of Change clause of the Hospital Salaried Officers Award No. 39 of 1968.

(d) The operation of working arrangements prescribed in paragraph (a) above, shall be consistent with the working arrangements prescribed in this clause.

(2) Ordinary Hours

Subject to the Award clauses other than those expressly replaced by this Agreement, the spread of ordinary hours will be from 6.00am to 6.00pm Monday to Friday inclusive with a meal break of not less than 30 minutes nor more than 60 minutes to be taken between 12.00noon and 2.00pm, provided that an employee may with prior approval of their supervisor be allowed to extend the meal break beyond 60 minutes to a maximum of 90 minutes.

(3) Other Working Arrangements

(a) The ordinary hours of duty observed may be varied in accordance with subclause (1)(a)(iv) so as to make provisions for—

(i) the attendance of employees for duty on a Saturday, Sunday, or Public Holidays.

(ii) the performance of shift work including work on Saturdays, Sundays or Public Holidays; and

(iii) the nature of the duties of an employee or class of employees in fulfilling the responsibilities of their office.

provided that where the hours of duty are so varied an employee shall not be required to work more than five hours continuously without a break unless agreed in writing between the employee and the employer.

(b) Notwithstanding the above, where it is considered necessary to provide a more economic operation, the employer may authorise the operation of alternative working arrangements in the hospital/health service, or any branch or section thereof.

The continuing operation of any alternative working arrangements, so approved, will depend on the employer being satisfied that the efficient functioning of the hospital/health service is being enhanced by its operation.

Such alternative working arrangements shall be in accordance with subclause (1)(a)and (d).

(4) Flexitime Arrangements

(a) Flexitime Roster

(i) The authorisation of a flexitime roster shall be the responsibility of the employer. The roster will indicate the minimum staffing and any other requirements in respect to starting and finishing times, lunch break coverage and flexileave.

(ii) The roster shall cover a settlement period of four weeks and shall be made available to all affected employees no later than three days prior to the settlement period commencing.

(iii) The roster shall be prepared in consultation with the affected employees, subject to the employer retaining the right to determine arrangements to suit the operational needs of the department.

(iv) Subject to four weeks notice being given to affected employees, the employer may withdraw authorisation of a flexitime roster.

(b) Hours of Duty

(i) The ordinary hours of duty may be an average of 7 hours 36 minutes per day which may be worked with flexible commencement and finishing times in accordance with the provisions of this subclause, provided that the required hours of duty for each four week settlement period shall be 152 hours.

(ii) For the purpose of leave and Public Holidays, a day shall be credited as 7 hours 36 minutes.

(c) Flexitime Periods

Within the constraints of the prepared roster and subject to the concurrence of the supervisor, employees may select their own starting and finishing times within the following periods—

6.00 am to 9.30 am

11.00 am to 2.30 pm (Minimum half an hour break)

3.30 pm to 6.00 pm

(d) Core Periods

Core periods may be set by agreement between the employer and the employee.

(e) Lunch Break

(i) An employee shall be allowed to extend the meal break between 11 am and 2.30 pm of not less than 30 minutes but not exceeding 60 minutes except as provided below.

(ii) An employee may be allowed to extend the meal break beyond 60 minutes to a maximum of 90 minutes. Such an extension is subject to prior approval of the employee's supervisor.

(f) Flexileave

(i) Within the constraints of the prepared roster and subject to the prior approval of the supervisor, an employee may be allowed a maximum of two full days or any combination of half days and full days that does not in total exceed two days in any one settlement period.

(ii) Approval to take flexileave is subject to the employee having accrued sufficient credit hours to cover the absence prior to taking the leave. In exceptional circumstances and with the approval of the employer, flexileave may be taken before accrual subject to such conditions as the employer may impose.

(g) Settlement Period

(i) For recording time worked, there shall be a settlement period which shall consist of four weeks.

(ii) The settlement period shall commence at the beginning of a pay period.

(iii) The required hours of duty for a settlement period shall be 152 hours.

(h) Credit Hours

(i) Credit hours in excess of the required 152 hours to a maximum of 7 hours 36 minutes are permitted at the end of each settlement period. Such credit hours shall be carried forward to the next settlement period.

(ii) Credit hours in excess of 7 hours 36 minutes at the end of a settlement period shall be lost.

(iii) Credit hours at any point within the settlement period shall not exceed 20 hours.

(i) Debit Hours

(i) Debit hours below the required 152 hours to a maximum of 4 hours are permitted at the end of each settlement period.

Such debit hours shall be carried forward to the next settlement period.

(ii) For debit hours in excess of 4 hours, an employee shall be required to take leave without pay for the period necessary to reduce debit hours to those specified in subparagraph (i) of this subclause.

(iii) Employees having excessive debit hours may be required to work standard working hours in addition to not being paid for the number of hours in excess of the debit hours permitted at the end of each settlement period.

(j) Maximum Daily Working Hours

Subject to subclause (1)(b), a maximum of 10 hours may be worked in any one day.

(k) Study Leave

Where study leave has been approved by the employer, credits will be given for education commitments falling within the ordinary hours of duty and for which "time off" is necessary to allow for attendance at formal classes.

(l) Overtime

(i) Employees receiving at least one day's prior notice of overtime shall be required to work the ordinary hours of duty determined by the employer under subclause (1) of this clause.

(ii) Where an employee is required to work overtime at the conclusion of a day with less than one day's notice, and

(aa) where the employee has at the commencement of that day 2 hours or more flexitime credits, the employee shall be paid overtime after 5 hours work on that

day, or for time worked after 3.30 pm, whichever is the later, or

(bb) where that employee has commenced duty prior to 8.30 am and has, at the commencement of that day, less than 2 hours flexitime credits, the employee shall be paid overtime, for time worked after the completion of ordinary hours of duty or after working 7 hours 36 minutes on that day, whichever is the earlier, or

(cc) where that employee has commenced work after 8.30 am and has, at the commencement of that day, less than 2 hours flexitime credits, the employee shall be paid overtime for time worked after 5.30 pm or after working 7 hours 36 minutes, on that day whichever is the earlier.

(iii) Where an employee is required to work overtime at the beginning of a day with less than one day's notice, that employee shall be paid overtime for any time worked prior to the commencing time for ordinary hours of duty determined by the employer under subclause (1) of this clause.

(5) Nine Day Fortnight

(a) Hours of Duty

(i) The employer may authorise the operation of a nine day fortnight where the ordinary hours of duty of 76 hours a fortnight are worked over nine days of the fortnight, exclusive of work performed on Saturday, Sunday and the special rostered day off, with each day consisting of 8 hours and 27 minutes.

(ii) The employer shall determine employees' commencing and finishing times between the spread of 6.00 am and 6.00 pm, in order to ensure that departmental requirements are met on each day.

(b) Lunch Break

A meal break shall be allowed and taken in accordance with the standard provisions of this clause.

(c) Special Rostered Day Off

Each employee shall be allowed one special rostered day off each fortnight in accordance with a roster prepared by management showing days and hours of duty and special rostered days off for each employee.

(d) Leave and Public Holidays.

For the purposes of leave and Public Holidays, a day shall be credited as 8 hours 27 minutes notwithstanding the following—

(i) When a Public Holiday falls on an employee's special rostered day off the employee shall be granted a day in lieu of the holiday prior to the conclusion of the current fortnight.

(ii) For a Public Holiday occurring during a period of annual leave, an additional day will be added to the period of leave irrespective of whether it falls on a rostered work day or special rostered day off.

(iii) A four week annual leave entitlement is equivalent to 152 hours, the equivalent to eighteen rostered working days of 8 hours 27 minutes, and two special rostered days off.

(iv) An employee who is sick on a special rostered day off will not be granted sick leave for that day, and will not be credited with an additional day off in lieu.

(e) Overtime

The provisions of the relevant overtime clause, shall apply for work performed prior to an employee's nominated starting time and after an employee's nominated ceasing time in accordance with subparagraph (a)(ii) and on an employee's special rostered day off.

(f) Study Leave

Credits for Study Leave will be given for educational commitments falling due between and employee's nominated starting and finishing times.

14.—PART-TIME EMPLOYEES

To be read in conjunction with Clause 34.—Part-time Employees of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Part-time workers aged 21 years or more shall be paid at a rate pro-rata to the rate prescribed for the class of work for which they are engaged in the proportion to which their fortnightly hours bear to 76 hours per fortnight.

(2) When a part-time worker as defined by the Hospital Salaried Officers Award No. 39 of 1968, commences employment on or after the 1 July 1996, he/she shall accrue service towards progression onto subsequent salary increments within a salary level, on a pro-rata basis of the number of hours worked to full time hours.

(3) Provided that relevant prior service and experience shall be taken into account when determining at what increment within a specified salary level a part-time employee is appointed.

15.—MEDICAL IMAGING TECHNOLOGISTS

This provision replaces Clause 12. of the Hospital Salaried Officers Award No. 39 of 1968.

Notwithstanding anything contained elsewhere in this Agreement or in the Hospital Salaried Officers Award No. 39 of 1968, Medical Imaging Technologists who were prior to this Agreement employed on a thirty-five hour and four week annual leave basis shall as a result of the registration of this Agreement, be employed on a thirty-five and a half (35.5) hour week and four week annual leave basis.

16.—PUBLIC HOLIDAYS

This provision replaces subclause 16(1)(a) of the Hospital Salaried Officers Award No. 39 of 1968.

(1) The following days or the days observed in lieu thereof shall subject as hereinafter provided, be allowed as holidays without deduction of pay, namely New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties in lieu of any of the days named in this subclause.

(2) With effect from 1 April 1996 employees covered by this Agreement shall not be eligible to receive the two floating holidays otherwise provided for by Operational Instruction 657/95 and Circular to Ministers No. 1 of 1994 issued by the Office of The Premier. Provided that the holiday employees become eligible to receive on 2 January 1996 may be taken in accordance with the above mentioned Circular before 1 January 1997.

17.—LONG SERVICE LEAVE

This clause replaces Clause 19. Long Service Leave of the Hospital Salaried Officers Award No. 39 of 1968 with effect from 1st April 1996.

(1) An employee shall be entitled to thirteen weeks paid long service leave on the completion of ten years of continuous service and an additional thirteen weeks paid long service leave for each subsequent period of ten years of continuous service completed by the employee.

(2) Notwithstanding subclause (1), an employee in employment with an employer respondent to the Hospital Salaried Officers Award N0. 39 of 1968 at the time of the inception of this agreement shall retain the proportion of long service leave accrued at the rate provided by the Award at that time and accrue the balance at the ten year rate.

(3) Upon application by an employee, the employer may (subject to subclause (4) of this Agreement), approve of the taking by the employee—

(a) of double the period of long service leave on half pay, in lieu of the period of long service leave entitlement on full pay; or

(b) of half the period of long service leave on double pay, in lieu of the period of long service leave entitlement on full pay; or

(c) of any portion of his/her long service leave entitlement on full pay or double such period on half pay; or half such period on double pay

(d) A full time employee who, during a qualifying period towards an entitlement of long service leave was employed continuously on both a full time and part time basis may elect to take a lesser period of long service leave calculated by converting the part time service to equivalent full time service.

(4) Long service leave may be taken in weekly multiples on full, half or compacted pay provided that where an employees remaining portion of accrued untaken leave entitlement is less than a week such portion may be taken.

(5) Any holiday occurring during the period in which an employee is on long service leave will be treated as part of the long service leave, and extra days in lieu thereof shall not be granted.

(6) Long service leave shall be taken as it falls due at the convenience of the employer but within three years next after becoming entitled thereto: Provided that the employer may approve the accumulation of long service leave not exceeding twenty six weeks.

(7) (a) An employee who;

1. at or before the 1st April 1996 was employed by Kimberley Health Service (East), and has completed at least 15 years continuous service within the Western Australian Public Sector; or
2. commenced employment with Kimberley Health Service (East) after the 1st April 1996, and has completed at least 15 years continuous service within the Western Australian Public Sector Health Industry;

may, by agreement with the employer, take pro-rata long service leave provided that the employee has completed at least three years continuous service with Kimberley Health Service (East) immediately prior to taking this leave.

(b) An employee who resigns from their employment with Kimberley Health Service (East) and who;

1. at or before the 1st April 1996 was employed by Kimberley Health Service (East), and has completed at least 15 years continuous service within the Western Australian Public Sector; or
2. commenced employment with Kimberley Health Service (East) after the 1st April 1996, and has completed at least 15 years continuous service within the Western Australian Public Sector Health Industry;

shall, in addition to any accrued long service leave be paid pro-rata long service leave, provided that the employee has completed at least three years continuous service with Kimberley Health Service (East) immediately prior to his/her resignation.

(8) For the purposes of subclause (7), the Western Australian Public Sector Health Industry shall mean the Minister for Health, the Commissioner of Health and all Public Sector Hospitals, Health Services and Agencies constituted under the Hospitals and Health Services Act 1927.

(9) Where an Employee has been redeployed at the direction of a Western Australian Public Sector Employer, 3 years continuous service for the purposes of subclauses (7) of this Clause shall be calculated including the service with such previous employer or employers.

(10) An employee who resigns having not qualified to be paid pro-rata long service leave in accordance with subclause (8) shall, subject to subclause (12), be entitled to payment for accrued long service leave only.

(11) An employee who is dismissed, shall not be entitled to long service leave or payment for long service leave other than leave that had accrued to the employee prior to the date of the offence for which the employee is dismissed provided that an employee who is dismissed through no fault of his/her own and who having completed at least 15 years continuous service, calculated in accordance with the provisions of this Clause, and having completed at least three years continuous service, calculated in accordance with the provisions of this Clause, with Kimberley Health Service (East) immediately prior to dismissal shall, in addition to any accrued long service leave be paid pro-rata long service leave.

(12) A lump sum payment for long service leave accrued in accordance with this clause and for pro-rata long service leave shall be made in the following cases—

(a) To an employee who retires at or over the age of fifty-five years or who has retired on the grounds of ill health, provided that no payment shall be made for pro-rata long service leave unless the employee has completed not less than twelve months' continuous service.

(b) To an employee who has retired for any other cause: Provided that no payment shall be made for pro-rata long service leave unless the employee had completed not less than three years' continuous service before the date of his/her retirement.

(c) To the widow or widower of an employee or such other person as may be approved by the employer in the event of the death of an employee: Provided that no payment shall be made for pro-rata long service leave unless the employee had completed not less than twelve months' continuous service prior to the date of his/her death.

(13) A calculation of the amount due for long service leave accrued and for pro-rata long service leave shall be made at the rate of salary of an employee at the date of retirement, resignation or death, whichever applies and no such payment shall exceed the equivalent of twelve months' salary.

(14) Long service leave accrued prior to the issue of the Hospital Salaried Officers Award No. 39 of 1968 shall remain to the credit of each employee.

(15) Subject to the provisions of subclauses (6), (10), (11), (12) and (16) of this clause, the service of an employee shall not be deemed to have been broken—

(a) by resignation, where he/she resigned from the employment of an employer a party to the Award and commenced with another employer a party to the Award within one working week of the expiration of any period for which payment in lieu of annual leave or holidays has been made by an employer party to the Award from whom he/she resigned or, if no such payment has been made, within one working week of the day on which his/her resignation became effective;

(b) if his/her employment was ended by his/her employer who is party to the Award, for any reason other than misconduct or unsatisfactory service but only if—

(i) the employee resumed employment with an employer party to the Award not later than six months from the day on which his/her employment ended; and

(ii) payment pursuant to subclause (11) of this clause has not been made; or

(c) by any absence approved by the employer as leave whether with or without pay.

(16) The expression "continuous service" in this clause includes any period during which an employee is absent on full pay or part pay, from his/her duties with any employer party to the Award, but does not include—

(a) any cumulative period exceeding two weeks in any one anniversary year during which the employee is absent on leave without pay;

(b) Any service of the employee who resigns or is dismissed, other than service prior to such resignation or to the date of any offence in respect of which the employee is dismissed when such prior service has actually entitled the employee to long service leave, including pro-rata long service leave, under this clause.

(17) Portability

(a) Where an employee was, immediately prior to being employed by Kimberley Health Service (East), employed in the service of—

- The Commonwealth of Australia, or

- Any other State Government of Australia, or
- Any Western Australian State public sector or state government employer,

and the period between the date when the employee ceased previous employment and the date of commencing employment by a respondent to this Agreement does not exceed one week, that employee shall be 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 of appointment under the Public Sector Management Act, shall be 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 shall be 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 shall be calculated upon appointment by a respondent to this Agreement in accordance with the provisions of this clause.

(b) Nothing in this clause confers or shall be deemed to confer on any employee previously employed by the Commonwealth or by any other State of Australia any entitlement to a complete period of long service leave that accrued in the employee's favour prior to the date on which the employee commenced with Kimberley Health Service (East).

(18) At the request of the employee and with the agreement of the employer, an employee faced with pressing personal needs, may be paid in lieu of taking a portion of long service leave.

18.—SICK LEAVE

This provision replaces subclause (7) of Clause 18.—Sick Leave of the Hospital Salaried Officers Award No. 39 of 1968.

The basis for the cumulative accrual of sick leave shall be—

	Leave On Full Pay Working Days
(a) On date of employment of the employee	5
(b) On completion by the employee of six months' service	5
(c) On completion by the employee of twelve months' service	10
(d) On completion of each additional twelve months' service by the employee	10

Provided that where an employee has accrued sick leave on half days pay prior to the date upon which this Agreement comes into effect those accrued half days shall be converted to the equivalent of full days sick leave and shall remain to the employee's credit until such time as they may be taken.

19.—FAMILY, BEREAVEMENT AND PERSONAL LEAVE

This clause replaces Clause 17.—Short Leave of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Family Leave

(a) In this subclause "family member" means the employee's spouse, defacto spouse, child, step child, parent, step parent. This entitlement will also apply to another person who lives with the employee as a member of the employee's family.

(b) The employee is entitled to use up to 38 hours of his/her personal accrued sick leave to care for an ill family member each year, provid1ing the employee must maintain a minimum of 10 days of sick leave available for personal use in each year. Subject to subclause (e), all family leave taken is deducted from the employee's sick leave entitlement.

(c) Family leave is not cumulative from year to year.

(d) Medical certificate requirements are as per those for Sick Leave under the Award.

(e) Where an employee has insufficient accrued sick leave, by mutual agreement, up to five days of annual leave may be used for the purpose of family leave.

(2) Bereavement Leave

(a) An employee shall on the death of—

(i) the spouse of the employee;

(ii) the child or step-child of the employee;

(iii) the parent or step-parent of the employee;

(iv) the brother, sister, step brother or step sister; or

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

be eligible for up to two (2) days bereavement leave, provided that at the request of an employee the employer may exercise a discretion to grant bereavement leave to an employee in respect of some other person with whom the employee has a special relationship.

(b) The 2 days need not be consecutive.

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

(d) An employee who claims to be entitled to paid leave under paragraph (a) of this subclause is to provide to the employer, if so requested, evidence that would satisfy a reasonable person as to—

(i) the death that is the subject of the leave sought; and

(ii) the relationship of the employee to the deceased person.

(e) An employee requiring more than two days bereavement leave in order to travel overseas in the event of the death overseas of a member of the employees immediate family may, upon providing adequate proof, in addition to any bereavement leave to which the employee is eligible, have immediate access to annual leave and/or accrued long service leave in weekly multiples and/or leave without pay provided all accrued leave is exhausted.

(3) Special Personal Leave

(a) Without Pay

The employer may upon the request of an employee, grant that employee special leave without pay for any special or personal reason.

(b) Use of Annual Leave

The employer may, upon the request of an employee and with sufficient cause being shown, which may in the circumstances be with little notice, grant that employee single days of annual leave for pressing personal emergencies.

20.—ALLOWANCES

(1) Where an employee subject to this Agreement is paid an allowance as provided under the Hospital Salaried Officers Award No. 39 of 1968, which is calculated as a percentage of a salary rate prescribed by that Award, the allowance shall for the life of this Agreement, now be calculated using the salary rates as prescribed at Clause 22.—Salaries of this Agreement.

21.—OVERPAYMENTS

(1) Where an employee is paid for work not subsequently performed or is overpaid in any other manner, the employer is entitled to make adjustment to the subsequent wages or salaries of the employee.

(2) One-off Overpayments

Subject to subclauses (4) and (5), one-off overpayments may be recovered by the employer in the pay period immediately

following the pay period in which the overpayment was made, or in the period immediately following the pay period in which it was discovered that overpayment has occurred.

(3) Cumulative Overpayments

Subject to subclauses (4) and (5), cumulative overpayments may be recovered by the employer at a rate agreed between the employer and the employee, provided that the rate at which the overpayment is recovered is not at a lesser rate than the rate at which it was overpaid or $50 per week, depending on which is the lesser amount per pay period.

(4) In exceptional circumstances, other arrangements for the recovery of overpayments may be agreed between the employer and the employee.

(5) the employer is required to notify the employee of their intention to recoup overpayment and to consult with the employee as to the appropriate recovery rate.

22.—SALARIES

This clause replaces Schedule A—Minimum Salaries of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Subject to the provision of Clause 9.—Salaries of the Award and to the provisions of this Clause the minimum annual salaries for employees bound by this Agreement are set in this Clause and shall apply from date of registration until the expiry of this Agreement.

(2) Minimum Salaries are detailed as follows. The rates of pay have been adjusted to reflect the increase in Clause 10 of the Agreement and represent full and final settlement of wage adjustments provided for in this Agreement.

LEVELS	Award Rate + 2 ASNA + 5% + 2% effective prior to date of registration Salary P/Annum	Award Rate + 2 ASNA +5% + 2% + 5% effective from date of registration Salary P/Annum
LEVEL 1		
under 17 years of age	11,654	12,237
17 years of age	13,609	14,289
18 years of age	15,886	16,680
19 years of age	18,387	19,306
20 years of age	20,649	21,681
1st year of full-time equivalent adult service	22,682	23,816
2nd year of full-time equivalent adult service	23,382	24,551
3rd year of full-time equivalent adult service	24,078	25,282
4th year of full-time equivalent adult service	24,772	26,011
LEVEL 2	25,469	26,742
	26,167	27,475
	26,969	28,317
	27,524	28,900
	28,343	29,760
LEVEL 3	29,311	30,777
	30,064	31,567
	30,856	32,399
	32,118	33,724
LEVEL 4	32,779	34,418
	33,770	35,459
	34,788	36,527
	36,235	38,047
LEVEL 5	36,989	38,838
	38,025	39,926
	39,090	41,045
	40,187	42,196
LEVEL 6	42,299	44,414
	43,867	46,060
	46,095	48,400
LEVEL 7	47,287	49,651
	48,797	51,237
	50,362	52,880
LEVEL 8	52,648	55,280
	54,522	57,248
LEVEL 9	57,358	60,226
	59,331	62,298
LEVEL 10	61,491	64,566
	64,966	68,214
LEVEL 11	67,741	71,128
	70,563	74,091
LEVEL 12	74,432	78,154
	77,047	80,899
	80,028	84,029
CLASS 1	84,537	88,764
CLASS 2	89,046	93,498
CLASS 3	93,553	98,231
CLASS 4	98,062	102,965

(a) An employee, who is 21 years of age or older on appointment to a classification equivalent to Level 1, may be appointed to the minimum rate of pay based on years of service, not on age.

(b) A Medical Typist or Medical Secretary shall be paid a medical terminology allowance of $1000 per annum.

For the purposes of this subclause 'Medical Typist' and 'Medical Secretary' shall mean those workers classified on a classification equivalent to Level 1,2, or 3 who spend at least 50% of their time typing from tapes, shorthand, and/or Doctor's notes of case histories, summaries, reports or similar material involving a broad range of medical terminology.

(3) Salaries.—Specified Callings and Other Professionals are detailed as follows. The rates of pay have been adjusted to reflect the increases in Clause 10 of the Agreement, and represent full and final settlement of wage adjustments provided for in this Agreement.

(a) Employees, who possess a relevant tertiary level qualification, or equivalent as agreed between the union and the employers, and who are employed in the callings of Architect, Audiologist, Bio Engineer, Chemist, Dietitian, Engineer, Medical Scientist, Librarian, Occupational Therapist, Physiotherapist, Physicist, Pharmacist, Clinical Psychologist, Psychologist, Research Officer, Scientific Officer, Social Worker, Speech Pathologist, Podiatrist, Medical Imaging Technologist, Nuclear Medicine Technologist, Radiation Therapist, Orthotist, or any other professional calling as agreed between the Union and employers, shall be entitled to Annual Salaries as follows—

LEVELS	Award Rate + 2 ASNA + 5% + 2% effective prior to date of registration Salary P/Annum	Award Rate + 2 ASNA +5% + 2% + 5% effective date of registration Salary P/Annum
LEVEL 3/5	29,311	30,777
	30,856	32,399
	32,779	34,418
	34,788	36,527
	38,025	39,926
	40,187	42,196
LEVEL 6	42,299	44,414
	43,867	46,060
	46,095	48,400
LEVEL 7	47,287	49,651
	48,797	51,237
	50,362	52,880
LEVEL 8	52,648	55,280
	54,522	57,248
LEVEL 9	57,358	60,226
	59,331	62,298
LEVEL 10	61,491	64,566
	64,966	68,214
LEVEL 11	67,741	71,128
	70,563	74,091
LEVEL 12	74,432	78,154
	77,047	80,899
	80,028	84,029
CLASS 1	84,537	88,764
CLASS 2	89,046	93,498
CLASS 3	93,553	98,231
CLASS 4	98,062	102,965

(b) Subject to paragraph (d) of this sub clause, on appointment or promotion to the Level 3/5 under this sub clause—

(i) Employees, who have completed an approved three academic year tertiary qualification, relevant to their calling, shall commence at the first year increment;

(ii) Employees, who have completed an approved four academic year tertiary qualification, relevant to their calling, shall commence at the second year increment;

(iii) Employees, who have completed an approved Masters or PhD Degree relevant to their calling shall commence on the third year increment;

Provided that employees who attain a higher tertiary level qualification after appointment shall not be entitled to any advanced progression through the range.

(c) The employer and union shall be responsible for determining the relevant acceptable qualifications for appointment for the callings covered by this sub clause and shall maintain a manual setting out such qualifications.

(d) The employer in allocating levels pursuant to paragraph (b) of this sub clause may determine a commencing salary above Level 3/5 for a particular calling/s.

(4) The following conditions shall apply to employees in the callings detailed below—

Engineers—

Employees employed in the calling of Engineer and who are classified Level 3/5 under this Agreement shall be paid a minimum salary at the rate prescribed for the maximum of Level 3/5 where the employee is an "experienced engineer" as defined.

For the purposes of this paragraph "experienced engineer" shall mean—

(a) An engineer appointed to perform professional engineering duties and who is a Corporate Member of The Institution of Engineers, Australia, or who attains that status during service.

(b) An engineer appointed to perform professional duties who is not a Corporate Member of the Institution of Engineers, Australia but who possesses a degree or diploma from a University, College, or Institution acceptable to the employer on the recommendation of the Institution of Engineers, Australia, and who—

(i) having graduated in a four or five academic year course at a University or Institution recognised by the employer, has had four years experience on professional engineering duties acceptable to the employer since becoming a qualified engineer, or

(ii) not having a University degree but possessing a diploma recognised by the employer, has had five year's experience on professional engineering duties, recognised by the employer since becoming a qualified engineer.

(5) The rates of pay in this Agreement include the first $8.00 per week arbitrated safety net adjustment payable under the December, 1994 State Wage Decision. This first $8.00 per week arbitrated safety net adjustment may be offset to the extent of any wage increase as a result of agreements reached at enterprise level since 1 November, 1991. Increases made 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 arbitrated safety net adjustments.

(6) The rates of pay in this Agreement include the second $8.00 per week arbitrated safety net adjustment payable under the December 1994 State Wage Decision. This second $8.00 per week arbitrated safety net adjustment may be offset to the extent of any wage increase payable since 1 November, 1991, pursuant to enterprise agreements in so far as that wage increase has not previously been used to offset an arbitrated safety net adjustment. Increases made 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 arbitrated safety net adjustments.

(7) The first and second arbitrated safety net increases have, for the purposes of this agreement been offered against past productivity improvements.

(8) The third arbitrated safety net has been absorbed.

23.—RATIFICATION

The signatories that follow testify to the fact that this Agreement shall come into effect as of the date of registration.

Colin McFarlane

common seal affixed

(signed by C McFarlane)	14/10/97
(Signature)	(Date)

pro tempore, President, for and on behalf of the Hospital Salaried Officers Association of Western Australia (Union of Workers)

Daniel P Hill

common seal affixed

(signed by D Hill)	14/10/97
(Signature)	(Date)

Secretary, for and on behalf of the Hospital Salaried Officers Association of Western Australia (Union of Workers)

Eric Dillon

(signed by E. Dillon)	12/10/97
(Signature)	(Date)

For and on behalf of the Board of Management of the Kimberley Health Service.

ATTACHMENT 1—MODEL FOR IDENTIFYING PRODUCTIVITY INCREASES

The following model is to be used as a guide only and it is expected that it will be modified to meet the needs of Kimberley Health Service (East) as required.

A Model for Identifying Productivity Increases

The primary focus of Enterprise Bargaining in the workplace will be on best practice, efficiency, effectiveness, competitiveness and cost saving.

Employees to focus on the following areas—

- Productivity Improvements which can be made: Identification of all possibilities for improving productivity through looking at possible changes in what work is done, how the work is done, who does the work, who could better do the work, when the work is done, whether the work should be done (ie. whether a particular task can be performed less often and still achieve a satisfactory output) possibilities for multi-skilling and opportunities to reduce costs (including financial costs) and reduce waste.
- Barriers to Productivity Improvements: Identification of any significant barriers to improving productivity, such as, need for training, need for equipment, problems with computer programs, demarcation problems and arguments about who should do what, award constraints, information or guidelines problems, problems in regard to supervision, whether too much or not enough, or of poor quality, opportunities and barriers to self management, physical barriers such as the location of various functions which interact with each other and barriers to communication.

Employers, in consultation with their Employees, to focus on all of the above plus macro issues impacting on productivity—

- Structural Matters: Management may need to look at the structures within which the work is done and how they can be improved upon.
- Management Style: Management style and its appropriateness may need to be examined at both an organisational and departmental level.
- Best Practice, Benchmarking, Continuous Improvement and New Opportunities: Initiatives in these

areas will in general need to be initiated by management. This is an important area given that one of its outcomes should be improved competitiveness.

Where barriers to competitiveness beyond the control of the employer/health service are identified, these should be drawn to the attention of the Health Department so that they can be addressed on an industry basis.

- Culture and Environment: Management culture and organisational culture may need to be examined in light of the overall direction of health management and where appropriate programs and training be introduced to address any identified problems.

Quality of Employment—Issues to be Examined by Both Employees and Employers—

This area does not necessarily impact on productivity, as such, but may have a positive impact financially and/or an improvement in the non-wage rewards of employment and is therefore a very valuable, win-win, area for both employees and employers. Matters to be examined under this heading include, but are not confined to—

- Occupational Health and Safety
- Unplanned Absences
- Health and Welfare of the Workforce
- Family needs and other demands on workers: better ways to accommodate and acknowledge these without losing focus on the main objectives in regard to responsibility for service to the employer.
- Use of Leave
- Equal Opportunity
- Career paths, including access to special project work, providing opportunities for development and recognition
- Employee Recognition, through feedback, support, acknowledgment, enablement, empowerment, consultation and non-financial rewards
- Training and Development
- Equity Issues

HOSPITAL SALARIED OFFICERS KING EDWARD MEMORIAL AND PRINCESS MARGARET HOSPITALS ENTERPRISE BARGAINING AGREEMENT 1997.
No. PSA AG 22 of 1997.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Metropolitan Health Service Board—King Edward Memorial and Princess Margaret Hospitals

and

Hospital Salaried Officers Association of Western Australia (Union of Workers).

No. PSA AG 22 of 1997.

16 December 1997.

Order.

REGISTRATION OF AN INDUSTRIAL AGREEMENT.
No. PSA AG 22 OF 1997.

HAVING heard Mr M. Tuttle on behalf of the first named party and Mr C. Panizza on behalf of the second named party; and

WHEREAS an agreement has been presented to the Public Service Arbitrator for registration as an Industrial Agreement; and

WHEREAS the Public Service Arbitrator is satisfied that the aforementioned agreement complies with s.41A, s.49A and s.49B of the Industrial Relations Act, 1979;

NOW THEREFORE the Public Service Arbitrator, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement titled the Hospital Salaried Officers King Edward Memorial and Princess Margaret Hospitals Enterprise Bargaining Agreement 1997, filed in the Commission on 1 December 1997, signed by me for identification, be and is hereby registered as an Industrial Agreement.

(Sgd.) C. B. PARKS,
[L.S.] Public Service Arbitrator.

AGREEMENT

1.—TITLE

This Agreement shall be titled the Hospital Salaried Officers King Edward Memorial and Princess Margaret Hospitals Enterprise Bargaining Agreement 1997.

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Purpose of Agreement
4. Application and Parties Bound
5. Term of Agreement
6. No Extra Claims
7. Objectives, Principles and Commitments
8. Framework and Principles for further Productivity Bargaining
9. Awards, Agreements and Workplace Agreements
10. Rates of Pay and their Adjustment
11. Resources for Productivity Negotiations
12. Dispute Avoidance and Settlement Procedures
13. Hours
14. Part-Time Employees
15. Medical Imaging Technologists
16. Public Holidays
17. Long Service Leave
18. Sick Leave
19. Family, Bereavement and Personal Leave
20. Allowances
21. Overpayments
22. Salaries
23. Ratification

ATTACHMENT 1 Model for Identifying Productivity Increases

3.—PURPOSE OF AGREEMENT

(1) This Agreement aims to achieve improvements in productivity and efficiency and the enhanced performance of King Edward Memorial and Princess Margaret Hospitals along with allowing the benefits from those improvements to be shared by employees, King Edward Memorial and Princess Margaret Hospitals and the Government on behalf of the Community.

(2) This Agreement places priority on the parties at King Edward Memorial and Princess Margaret Hospitals taking responsibility for their own labour relations affairs and reaching agreement on issues appropriate to King Edward Memorial and Princess Margaret Hospitals.

(3) This Agreement is entered into in accordance with the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996.

4.—APPLICATION AND PARTIES BOUND

(1) This agreement applies to the Hospital Salaried Officers Association of Western Australia (Union of Workers) (HSOA), the Employees covered by the HSOA's Public Sector Awards employed by the Metropolitan Health Service Board at King Edward Memorial and Princess Margaret Hospitals and/or at any facility or service managed, controlled or operated by King Edward Memorial and Princess Margaret Hospitals, (hereinafter referred to as King Edward Memorial and Princess Margaret Hospitals) subject to the extent to which it employs employees covered by the Hospital Salaried Officers Award No. 39 of 1968.

(2) The estimated number of employees bound by this Agreement at the time of registration is 948 employees.

(3) This Agreement shall be read in conjunction with the Hospital Salaried Officers Award No. 39 of 1968 (hereafter referred to as the Award) and shall replace the provisions of that Award where expressly stated herein.

(4) This Agreement replaces the Hospital Salaried Officers King Edward Memorial and Princess Margaret Hospitals Enterprise Bargaining Agreement No. PSA AG53 of 1996.

5.—TERM OF AGREEMENT

(1) This Agreement shall operate from the date of Registration until 31 December 1997, provided that this Agreement, including allowances and salaries, may be varied or replaced prior to its expiry in order to implement any agreement arising out of this Agreement or the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996.

(2) The parties to this Agreement agree to re-open negotiations forthwith.

6.—NO EXTRA CLAIMS

(1) Subject to the agreed award consolidation and the mandatory core items for the first salary increase as outlined in Clause 13(1) of the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996, this Agreement is in settlement of Application Number P59/94.

(2) For the life of this Agreement or any agreement replacing this Agreement, the Hospital Salaried Officers Association shall make no further claims at Industry or Health Service level for productivity improvements which occurred between 1 January 1997 and 1 July 1997 and which were documented as being identified in justifying wage increases under this Agreement.

7.—OBJECTIVES, PRINCIPLES AND COMMITMENTS

(1) The parties agree that the objectives of this Agreement are to—

(a) improve the productivity and efficiency of King Edward Memorial and Princess Margaret Hospitals;

(b) facilitate greater decentralisation and flexibility in negotiating employment conditions and work arrangements at King Edward Memorial and Princess Margaret Hospitals;

(c) ensure high quality patient services in a safe, healthy and equitable work environment;

(d) ensure high quality of employment and jobs; and

(e) provide a pathway to providing a wage increase to employees based upon the achievement of improved productivity and efficiency.

(2) By—

(a) ensuring that gains achieved through agreed improved productivity and changes in workplace culture are shared by employees, King Edward Memorial and Princess Margaret Hospitals and its clients and the Government on behalf of the community;

(b) ensuring that King Edward Memorial and Princess Margaret Hospitals operates in a manner consistent with the principles outlined in Section 7 of the Public Sector Management Act;

(c) developing and pursuing changes on a co-operative basis; and

(d) ensuring that King Edward Memorial and Princess Margaret Hospitals operates as effectively, efficiently and competitively as possible.

(3) The Hospital Salaried Officers Association and King Edward Memorial and Princess Margaret Hospitals, Management and Employees bound by this Agreement are committed to—

(a) Support and actively contribute to health service continuous quality improvement, including best practice, where best practice—

(i) is simply the best way of doing things;

(ii) is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to health service issues;

(iii) practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues;

(iv) is outcome rather than simply activity based;

(v) provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used;

(vi) depends on effective training, empowerment and participation of both management and employees to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process; and

(vii) are to be based on the following principles—

- customer/patient focus
- management commitment
- employee participation
- leadership
- information analysis
- policies and plans
- appropriate standards
- hospital/health service performance
- cost effectiveness
- working smarter

(b) Support the clinical, teaching, research and organisation goals of the health service and contribute to the achievement of those goals as active members of the health service community.

(c) Support and actively contribute to the achievement and/or maintenance of ACHS Accreditation.

(d) Actively contribute to the achievement of health service budgets.

(e) Assist with achieving Health department defined waiting list priorities and day surgery targets.

(f) Co-operate with the development and implementation of strategies to achieve length of stay targets.

(g) Participate in a Multidisciplinary approach to patient care.

(h) The principles of public sector administration, in particular to the principles contained in Sections 7., 8. and 9. of the Public Sector Management Act 1994.

In addition, King Edward Memorial and Princess Margaret Hospitals is committed to facilitating and encouraging the participation and commitment of employees.

8.—FRAMEWORK AND PRINCIPLES FOR FURTHER PRODUCTIVITY BARGAINING

(1) (a) Following the receipt of a request from the HSOA to negotiate an amendment to this Agreement with King Edward Memorial and Princess Margaret Hospitals, a representative from King Edward Memorial and Princess Margaret Hospitals will meet with a representative from the HSOA to discuss the request as soon as practicable but in any event within five working days of the receipt of the request.

These discussions should include process issues such as what sort of bargaining mechanism will be established, what consultative process can be used or needs to be put in place, possible initiatives to be considered and the time frame.

Negotiations will be conducted in a manner and time frame agreed by the parties to this Agreement.

(b) The negotiations should occur on the basis of a broad agenda of initiatives designed to improve efficiency, effectiveness, productivity, patient care and flexibility within King Edward Memorial and Princess Margaret Hospitals.

(c) The agenda should include but not be limited to—

(i) changes in work organisation, job design and working patterns and arrangements;

(ii) examination of terms and conditions of employment to ensure they are suited to King Edward Memorial and Princess Margaret Hospitals' operational requirements;

(iii) identification and implementation of best practice across all areas of service delivery;

(iv) (i), (ii) and (iii) can be achieved by means including but not limited to;

(aa) new training and skills development programs as and where required;

(bb) the optimum use of human and capital resources including new technology;

(cc) quality assurance and continuous improvement programs;

(dd) having due regard to operational requirements, allowing sufficient flexibility to enable employees to meet their family responsibilities; and

(ee) active occupational health and safety risk reduction, training and rehabilitation programs.

(2) In negotiating further salary increases in return for productivity improvements, the parties should ensure that the following issues have been addressed and/or applied—

(a) Productivity Improvements

Productivity improvements are changes which increase the efficiency and effectiveness of King Edward Memorial and Princess Margaret Hospitals in meeting its agreed and contracted service programs and outcomes. Productivity improvements may be related to work practices or arrangements. They may be things which go to minimise the cost of what is done, to the way things are done, to when they are done, to the quality of what is done or to improve the ability of the provider to meet patient and customer needs. They may or may not require changes from Award conditions.

Without limiting any of the above, in practice, the primary focus of Enterprise Bargaining in the workplace is likely to be on best practice, efficiency, effectiveness, competitiveness, cost savings, and quality of employment.

(b) Sharing Gains from Productivity Improvement

The parties accept that there is no precise formula for the sharing of gains from productivity improvements, but in any agreement, in addition to employee benefits, there must be a clear and specific return to King Edward Memorial and Princess Margaret Hospitals and/or the Government. Productivity improvements may be related to work practices or arrangements, subject to acceptance that where capital expenditure requires changes in work methods and/or the number of employees and the changes are of a nature that enhances the investment, it shall qualify as a productivity improvement, provided that there is a net quantifiable benefit to King Edward Memorial and Princess Margaret Hospitals.

Any agreement reached should not rely primarily on improvements which are merely the result of new technology or financial reforms or other such initiatives. For example; in the case of capital investment (technology), changes arising from capital expenditure for which King Edward Memorial and Princess Margaret Hospitals takes the risk and which require a reasonable return on the funds invested, do not necessarily count as a productivity improvement.

The treatment of improved efficiency arising from major capital expenditure is to be agreed by King Edward Memorial and Princess Margaret Hospitals and the HSOA and shall take into account factors such as the cost of capital.

Where employees repackage or exchange employment conditions, all or most of the saving or productivity improvement made by King Edward Memorial and Princess Margaret Hospitals can be returned to the employees.

(c) Identifying Productivity Increases

To assist in such a review a model for identifying productivity increases is contained in Attachment 5 of the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996. The model is included as a guide only and it is expected that it will be modified to meet the needs of King Edward Memorial and Princess Margaret Hospitals as required.

(d) Quantum and Timing of Increases

The aggregate productivity gains negotiated at King Edward Memorial and Princess Margaret Hospitals could result in increases greater than the targeted amount, however there are practical limits on how much can be paid and when the increases can be paid for specific operational improvements.

9.—AWARDS, AGREEMENTS AND WORKPLACE AGREEMENTS

(1) Relationship Between Agreements and Awards

Consistent with the Industrial Relations Act 1979 and the State Wage Principles, this Agreement shall provide the whole of the employees' wage increases for the life of the Agreement.

(2) Subject to the Industrial Relations Act 1979 and the State Wage Principles, the parties reserve their rights to seek to amend this Agreement to provide for further salary increases in return for productivity improvements at the Health Service.

(3) Choice between this Agreement and Workplace Agreements

(a) The parties accept that Employees will be given an informed and free choice between this Agreement and Workplace Agreements;

(b) To facilitate the making of an informed and free choice—

(i) Employees who are to be offered a choice between this Agreement and a workplace agreement may only be required to indicate their choice after the employee has been offered the position.

(ii) Where an employee has been offered a choice the employee shall have a minimum of seven days in which to decide which alternative to take, provided that where it is necessary to fill a position within a period of less than seven days or where an employer agrees to an employee commencing within a period of less than seven days, the employee shall have up to the date of formal acceptance.

(iii) The employee shall be provided with—

(aa) a copy of an agreed summary of this Agreement; and

(bb) a copy of a summary of the Workplace Agreement.

(iv) At the request of an employee, the employee shall be provided with;

(aa) access to a copy of this Agreement and the Workplace Agreement;

(bb) any other relevant documentation, such as information on salary packaging; and

(cc) information on where they can obtain further advice and on how to contact the Union.

For its part, the Union undertakes to advise all employees on the matter of choice whether or not they are members of the Union.

(c) If agreement on any aspect of this clause is not able to be reached the dispute settlement procedure set out in Clause 12 of this Agreement is to be followed.

(4) By agreement between the employer and the employee, an employee who has signed a Workplace Agreement prior to the registration of this S.41 Industrial Agreement can revisit the Workplace Agreement in light of this Agreement.

(5) All staff transferred or redeployed to King Edward Memorial and Princess Margaret Hospitals from within the Public Sector or within the Government Health Industry may be offered the choice of a Workplace Agreement or this Agreement subject to the discretion of King Edward Memorial and Princess Margaret Hospitals.

(6) All promotional positions and new staff recruited by King Edward Memorial and Princess Margaret Hospitals from outside the Public Sector may be provided with the choice of a Workplace Agreement or S41 Industrial Agreement, subject to the discretion of King Edward Memorial and Princess Margaret Hospitals.

(7) In the exercising of the discretion to only offer a Workplace Agreement under subclauses (5) and (6) of this clause, King Edward Memorial and Princess Margaret Hospitals shall ensure that the decision to only offer a Workplace Agreement is made for legitimate operational reasons. In exercising their discretion to only offer a Workplace Agreement, King Edward Memorial and Princess Margaret Hospitals is to liaise with the HSOA to ensure it is not done to circumvent the option of choice.

10.—RATES OF PAY AND THEIR ADJUSTMENT

Pursuant to the replacement of agreement no PSA AG53 of 1996, this agreement provides for a 5% salary increase effective from the date of registration of the agreement.

11.—RESOURCES FOR PRODUCTIVITY NEGOTIATIONS

(1) It is recognised that enterprise bargaining places considerable obligations upon the parties at King Edward Memorial and Princess Margaret Hospitals.

(2) (a) To assist in meeting these obligations, King Edward Memorial and Princess Margaret Hospitals will assist by providing appropriate resources having regard to the operational requirements of King Edward Memorial and Princess Margaret Hospitals and resource requirements associated with developing amendments to this Agreement aimed at achieving further salary increases in return for productivity improvements;

(b) It is accepted that employees of King Edward Memorial and Princess Margaret Hospitals who are involved in the enterprise bargaining process will be allowed reasonable paid time to fulfil their responsibilities in this process;

(c) Access to resources shall be negotiated with King Edward Memorial and Princess Margaret Hospitals and shall not unreasonably affect the operation of King Edward Memorial and Princess Margaret Hospitals;

(d) Any paid time or resources shall be provided in a manner suitable to both parties and to enable negotiations to occur and to assist in the achievement of agreement.

(e) The parties accept that the process of bargaining in good faith includes disclosing relevant information, as appropriate for the purposes of the negotiations and confidentiality and privacy in the negotiation process will be respected at all times.

(f) The parties accept that on occasions the nature of certain information may prejudice a party's position or not assist in the resolution of the matter. Subject to the rights of the parties to invoke Clause 12.—Dispute Avoidance and Settlement Procedures of this Agreement, a decision on whether or not to exchange or divulge information will be a matter for the relevant party to decide, provided that information shall not be unreasonably withheld;

(g) Where information of a commercial or sensitive nature is exchanged, the parties agree not to use or divulge that information outside of the negotiating forums.

(3) No officer or employee will be discriminated against as a result of activities conducted in accordance with this clause.

12.—DISPUTE AVOIDANCE AND SETTLEMENT PROCEDURES

(1) The objective of this Clause is to provide a set of procedures for dealing with any questions disputes or difficulties arising under this Agreement and for dealing with any questions, dispute or difficulty between the parties during negotiations for amendments to this Agreement.

(2) Subject to the Public Sector Management Act 1994, in the event of any question, dispute or difficulty between the parties as to the application of Government policy and the Wage Principles and/or their effect upon this Agreement, the Health Department and/or the Department of Productivity and Labour Relations (DOPLAR) are to provide advice to King Edward Memorial and Princess Margaret Hospitals in an attempt to resolve the matter.

(3) Subject to the Public Sector Management Act 1994, in the event of any question, dispute or difficulty arising under this Agreement, the following procedures shall apply, provided that nothing in these procedures shall prevent the Secretary of the HSOA (or his/her nominee) from intervening to assist in the process—

(a) The matter is to be discussed between the HSOA employee representative and the employer representative and an attempt made to resolve the matter;

(b) If the matter is unable to be resolved through discussions between the HSOA employee representative and the King Edward Memorial and Princess Margaret Hospitals representative, the matter is to be discussed between the employee representative and the Chief Executive Officer of King Edward Memorial and Princess Margaret Hospitals or his/her nominee, as soon as practicable but within five working days. Notification of any question, dispute or difficulty may be made verbally and/or in writing;

(c) The parties may individually or collectively seek advice from any appropriate organisation or person in an attempt to resolve the matter;

(d) If the matter is not resolved within five working days of the date of notification in (b) hereof, either party may notify the Secretary of the HSOA (or his/her nominee), or the Chief Executive Officer of King Edward Memorial and Princess Margaret Hospitals (or his/her nominee) of the existence of a dispute or disagreement;

(e) The Secretary of the HSOA (or his/her nominee) and the Chief Executive Officer of King Edward Memorial and Princess Margaret Hospitals (or his/her nominee) shall confer on the matters notified by the parties within five working days and—

(i) where there is agreement on the matters in dispute the parties shall be advised within two working days;

(ii) where there is disagreement on any matter it may be submitted to the Western Australian Industrial Relation Commission.

(4) Where any matter is referred to the Western Australian Industrial Relations Commission and the matter is not resolved by conciliation, then the matter remaining in dispute may be resolved by arbitration in accordance with the provisions of the Industrial Relations Act 1979 and the State Wage Principles.

13.—HOURS

This clause replaces Clause 13.—Hours of the Hospital Salaried Officers Award No. 39 of 1968.

(1) (a) The ordinary hours of work shall be an average of thirty eight per week and shall be worked by one of the following arrangements—

(i) Ordinary hours of work of thirty eight per week;

(ii) Flexitime roster covering a settlement period of four weeks;

(iii) Actual hours of seventy six over nine days with the tenth day to be taken as a paid rostered day off;

(iv) Such other arrangements as are agreed between the employer and employee. Provided that proposed hours of duty where set outside the terms of this Agreement shall be subject to ratification of the WA Industrial Commission.

(v) In addition to the above arrangements, where the employee and the employer so agree in writing, shifts of not more than 12 hours may be worked.

(b) Subject to the following, where the employer and an employee or group of employees agree in writing, shifts of up to 12 hours may be worked provided the average normal hours worked in a shift cycle or settlement period does not exceed 76 per fortnight.

(i) While recognising that in the course of an averaging process there may be some individual variances, the terms and conditions of the shift agreement shall on balance be no less favourable than those prescribed by this Agreement;

(ii) The period of the shift cycle or settlement period over which the arrangement may extend shall be clearly defined;

(iii) The arrangement shall allow for a minimum of one clear day off in each 7 days;

(iv) The arrangement may allow for additional time off in lieu of penalty rates;

(v) The arrangement may allow for salary averaging of regular penalties and allowances including penalties for working on a public holiday;

(vi) Any proposed arrangement or agreement which extends beyond these parameters must be referred to the Industrial Relations Commission for ratification.

(c) Where the employer has made a definite decision to introduce changes to shift rosters or employees' ordinary hours, the employer shall notify the employees who may be affected by the proposed changes and the Union as soon as the decision has been made and before the changes are to be introduced. Discussion with the employees and union shall occur consistent with the Introduction of Change clause of the Hospital Salaried Officers Award No. 39 of 1968.

(d) The operation of working arrangements prescribed in paragraph (a) above, shall be consistent with the working arrangements prescribed in this clause.

(2) Ordinary Hours

Subject to the Award clauses other than those expressly replaced by this Agreement, the spread of ordinary hours will be from 6.00am to 6.00pm Monday to Friday inclusive with a meal break of not less than 30 minutes nor more than 60 minutes to be taken between 12.00noon and 2.00pm, provided that an employee may with prior approval of their supervisor be allowed to extend the meal break beyond 60 minutes to a maximum of 90 minutes.

(3) Other Working Arrangements

(a) The ordinary hours of duty observed may be varied in accordance with subclause (1)(a)(iv) so as to make provisions for—

(i) the attendance of employees for duty on a Saturday, Sunday, or Public Holidays.

(ii) the performance of shift work including work on Saturdays, Sundays or Public Holidays; and

(iii) the nature of the duties of an employee or class of employees in fulfilling the responsibilities of their office.

provided that where the hours of duty are so varied an employee shall not be required to work more than five hours continuously without a break unless agreed in writing between the employee and the employer.

(b) Notwithstanding the above, where it is considered necessary to provide a more economic operation, the employer may authorise the operation of alternative working arrangements in the hospital/health service, or any branch or section thereof.

The continuing operation of any alternative working arrangements, so approved, will depend on the employer being satisfied that the efficient functioning of the hospital/health service is being enhanced by its operation.

Such alternative working arrangements shall be in accordance with subclause (1)(a)and (d).

(4) Flexitime Arrangements

(a) Flexitime Roster

(i) The authorisation of a flexitime roster shall be the responsibility of the employer. The roster will indicate the minimum staffing and any other requirements in respect to starting and finishing times, lunch break coverage and flexileave.

(ii) The roster shall cover a settlement period of four weeks and shall be made available to all affected employees no later than three days prior to the settlement period commencing.

(iii) The roster shall be prepared in consultation with the affected employees, subject to the employer retaining the right to determine arrangements to suit the operational needs of the department.

(iv) Subject to four weeks notice being given to affected employees, the employer may withdraw authorisation of a flexitime roster.

(b) Hours of Duty

(i) The ordinary hours of duty may be an average of 7 hours 36 minutes per day which may be worked with flexible commencement and finishing times in accordance with the provisions of this subclause, provided that the required hours of duty for each four week settlement period shall be 152 hours.

(ii) For the purpose of leave and Public Holidays, a day shall be credited as 7 hours 36 minutes.

(c) Flexitime Periods

Within the constraints of the prepared roster and subject to the concurrence of the supervisor, employees may select their own starting and finishing times within the following periods—

6.00 am to 9.30 am
11.00 am to 2.30 pm (Minimum half an hour break)
3.30 pm to 6.00 pm

(d) Core Periods

Core periods may be set by agreement between the employer and the employee.

(e) Lunch Break

(i) An employee shall be allowed to extend the meal break between 11 am and 2.30 pm of not less than 30 minutes but not exceeding 60 minutes except as provided below.

(ii) An employee may be allowed to extend the meal break beyond 60 minutes to a maximum of 90 minutes. Such an extension is subject to prior approval of the employee's supervisor.

(f) Flexileave

(i) Within the constraints of the prepared roster and subject to the prior approval of the supervisor, an employee may be allowed a maximum of two full days or any combination of half days and full days that does not in total exceed two days in any one settlement period.

(ii) Approval to take flexileave is subject to the employee having accrued sufficient credit hours to cover the absence prior to taking the leave. In exceptional circumstances and with the approval of the employer, flexileave may be taken before accrual subject to such conditions as the employer may impose.

(g) Settlement Period

(i) For recording time worked, there shall be a settlement period which shall consist of four weeks.

(ii) The settlement period shall commence at the beginning of a pay period.

(iii) The required hours of duty for a settlement period shall be 152 hours.

(h) Credit Hours

(i) Credit hours in excess of the required 152 hours to a maximum of 7 hours 36 minutes are permitted at the end of each settlement period. Such credit hours shall be carried forward to the next settlement period.

(ii) Credit hours in excess of 7 hours 36 minutes at the end of a settlement period shall be lost.

(iii) Credit hours at any point within the settlement period shall not exceed 20 hours.

(i) Debit Hours

(i) Debit hours below the required 152 hours to a maximum of 4 hours are permitted at the end of each settlement period.

Such debit hours shall be carried forward to the next settlement period.

(ii) For debit hours in excess of 4 hours, an employee shall be required to take leave without pay for the period necessary to reduce debit hours to those specified in subparagraph (i) of this subclause.

(iii) Employees having excessive debit hours may be required to work standard working hours in addition

to not being paid for the number of hours in excess of the debit hours permitted at the end of each settlement period.

(j) Maximum Daily Working Hours

Subject to subclause (1)(b), a maximum of 10 hours may be worked in any one day.

(k) Study Leave

Where study leave has been approved by the employer, credits will be given for education commitments falling within the ordinary hours of duty and for which "time off" is necessary to allow for attendance at formal classes.

(l) Overtime

(i) Employees receiving at least one day's prior notice of overtime shall be required to work the ordinary hours of duty determined by the employer under subclause (1) of this clause.

(ii) Where an employee is required to work overtime at the conclusion of a day with less than one day's notice, and

(aa) where the employee has at the commencement of that day 2 hours or more flexitime credits, the employee shall be paid overtime after 5 hours work on that day, or for time worked after 3.30 pm, whichever is the later, or

(bb) where that employee has commenced duty prior to 8.30 am and has, at the commencement of that day, less than 2 hours flexitime credits, the employee shall be paid overtime, for time worked after the completion of ordinary hours of duty or after working 7 hours 36 minutes on that day, whichever is the earlier, or

(cc) where that employee has commenced work after 8.30 am and has, at the commencement of that day, less than 2 hours flexitime credits, the employee shall be paid overtime for time worked after 5.30 pm or after working 7 hours 36 minutes, on that day whichever is the earlier.

(iii) Where an employee is required to work overtime at the beginning of a day with less than one day's notice, that employee shall be paid overtime for any time worked prior to the commencing time for ordinary hours of duty determined by the employer under subclause (1) of this clause.

(5) Nine Day Fortnight

(a) Hours of Duty

(i) The employer may authorise the operation of a nine day fortnight where the ordinary hours of duty of 76 hours a fortnight are worked over nine days of the fortnight, exclusive of work performed on Saturday, Sunday and the special rostered day off, with each day consisting of 8 hours and 27 minutes.

(ii) The employer shall determine employees' commencing and finishing times between the spread of 6.00 am and 6.00 pm, in order to ensure that departmental requirements are met on each day.

(b) Lunch Break

A meal break shall be allowed and taken in accordance with the standard provisions of this clause.

(c) Special Rostered Day Off

Each employee shall be allowed one special rostered day off each fortnight in accordance with a roster prepared by management showing days and hours of duty and special rostered days off for each employee.

(d) Leave and Public Holidays.

For the purposes of leave and Public Holidays, a day shall be credited as 8 hours 27 minutes notwithstanding the following—

(i) When a Public Holiday falls on an employee's special rostered day off the employee shall be granted a day in lieu of the holiday prior to the conclusion of the current fortnight.

(ii) For a Public Holiday occurring during a period of annual leave, an additional day will be added to the period of leave irrespective of whether it falls on a rostered work day or special rostered day off.

(iii) A four week annual leave entitlement is equivalent to 152 hours, the equivalent to eighteen rostered working days of 8 hours 27 minutes, and two special rostered days off.

(iv) An employee who is sick on a special rostered day off will not be granted sick leave for that day, and will not be credited with an additional day off in lieu.

(e) Overtime

The provisions of the relevant overtime clause, shall apply for work performed prior to an employee's nominated starting time and after an employee's nominated ceasing time in accordance with subparagraph (a)(ii) and on an employee's special rostered day off.

(f) Study Leave

Credits for Study Leave will be given for educational commitments falling due between and employee's nominated starting and finishing times.

14.—PART-TIME EMPLOYEES

To be read in conjunction with Clause 34.—Part-time Employees of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Part-time workers aged 21 years or more shall be paid at a rate pro-rata to the rate prescribed for the class of work for which they are engaged in the proportion to which their fortnightly hours bear to 76 hours per fortnight.

(2) When a part-time worker as defined by the Hospital Salaried Officers Award No. 39 of 1968, commences employment on or after the 1 July 1996, he/she shall accrue service towards progression onto subsequent salary increments within a salary level, on a pro-rata basis of the number of hours worked to full time hours.

(3) Provided that relevant prior service and experience shall be taken into account when determining at what increment within a specified salary level a part-time employee is appointed.

15.—MEDICAL IMAGING TECHNOLOGISTS

This provision replaces Clause 12. of the Hospital Salaried Officers Award No. 39 of 1968.

Notwithstanding anything contained elsewhere in this Agreement or in the Hospital Salaried Officers Award No. 39 of 1968, Medical Imaging Technologists who were prior to this Agreement employed on a thirty-five hour and four week annual leave basis shall as a result of the registration of this Agreement, be employed on a thirty-five and a half (35.5) hour week and four week annual leave basis.

16.—PUBLIC HOLIDAYS

This provision replaces subclause 16(1)(a) of the Hospital Salaried Officers Award No. 39 of 1968.

(1) The following days or the days observed in lieu thereof shall subject as hereinafter provided, be allowed as holidays without deduction of pay, namely New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties in lieu of any of the days named in this subclause.

(2) With effect from 1 April 1996 employees covered by this Agreement shall not be eligible to receive the two floating holidays otherwise provided for by Operational Instruction 657/95 and Circular to Ministers No. 1 of 1994 issued by the Office of The Premier. Provided that the holiday employees become eligible to receive on 2 January 1996 may be taken in accordance with the above mentioned Circular before 1 January 1997.

17.—LONG SERVICE LEAVE

This clause replaces Clause 19. Long Service Leave of the Hospital Salaried Officers Award No. 39 of 1968 with effect from 1st April 1996.

(1) An employee shall be entitled to thirteen weeks paid long service leave on the completion of ten years of

continuous service and an additional thirteen weeks paid long service leave for each subsequent period of ten years of continuous service completed by the employee.

(2) Notwithstanding subclause (1), an employee in employment with an employer respondent to the Hospital Salaried Officers Award N0. 39 of 1968 at the time of the inception of this agreement shall retain the proportion of long service leave accrued at the rate provided by the Award at that time and accrue the balance at the ten year rate.

(3) Upon application by an employee, the employer may (subject to subclause (4) of this Agreement), approve of the taking by the employee—

(a) of double the period of long service leave on half pay, in lieu of the period of long service leave entitlement on full pay; or

(b) of half the period of long service leave on double pay, in lieu of the period of long service leave entitlement on full pay; or

(c) of any portion of his/her long service leave entitlement on full pay or double such period on half pay; or half such period on double pay

(d) A full time employee who, during a qualifying period towards an entitlement of long service leave was employed continuously on both a full time and part time basis may elect to take a lesser period of long service leave calculated by converting the part time service to equivalent full time service.

(4) Long service leave may be taken in weekly multiples on full, half or compacted pay provided that where an employees remaining portion of accrued untaken leave entitlement is less than a week such portion may be taken.

(5) Any holiday occurring during the period in which an employee is on long service leave will be treated as part of the long service leave, and extra days in lieu thereof shall not be granted.

(6) Long service leave shall be taken as it falls due at the convenience of the employer but within three years next after becoming entitled thereto: Provided that the employer may approve the accumulation of long service leave not exceeding twenty six weeks.

(7) (a) An employee who;

i) at or before the 1st April 1996 was employed by King Edward Memorial and Princess Margaret Hospitals, and has completed at least 15 years continuous service within the Western Australian Public Sector; or

ii) commenced employment with King Edward Memorial and Princess Margaret Hospitals after the 1st April 1996, and has completed at least 15 years continuous service within the Western Australian Public Sector Health Industry;

may, by agreement with the employer, take pro-rata long service leave provided that the employee has completed at least three years continuous service with King Edward Memorial and Princess Margaret Hospitals immediately prior to taking this leave.

(b) An employee who resigns from their employment with King Edward Memorial and Princess Margaret Hospitals and who;

i) at or before the 1st April 1996 was employed by King Edward Memorial and Princess Margaret Hospitals, and has completed at least 15 years continuous service within the Western Australian Public Sector; or

ii) commenced employment with King Edward Memorial and Princess Margaret Hospitals after the 1st April 1996, and has completed at least 15 years continuous service within the Western Australian Public Sector Health Industry;

shall, in addition to any accrued long service leave be paid pro-rata long service leave, provided that the employee has completed at least three years continuous service with King Edward Memorial and Princess Margaret Hospitals immediately prior to his/her resignation.

(8) For the purposes of subclause (7), the Western Australian Public Sector Health Industry shall mean the Minister for Health, the Commissioner of Health and all Public Sector Hospitals, Health Services and Agencies constituted under the Hospitals and Health Services Act 1927.

(9) Where an Employee has been redeployed at the direction of a Western Australian Public Sector Employer, 3 years continuous service for the purposes of subclauses (7) of this Clause shall be calculated including the service with such previous employer or employers.

(10) An employee who resigns having not qualified to be paid pro-rata long service leave in accordance with subclause (8) shall, subject to subclause (12), be entitled to payment for accrued long service leave only.

(11) An employee who is dismissed, shall not be entitled to long service leave or payment for long service leave other than leave that had accrued to the employee prior to the date of the offence for which the employee is dismissed provided that an employee who is dismissed through no fault of his/her own and who having completed at least 15 years continuous service, calculated in accordance with the provisions of this Clause, and having completed at least three years continuous service, calculated in accordance with the provisions of this Clause, with King Edward Memorial and Princess Margaret Hospitals immediately prior to dismissal shall, in addition to any accrued long service leave be paid pro-rata long service leave.

(12) A lump sum payment for long service leave accrued in accordance with this clause and for pro-rata long service leave shall be made in the following cases—

(a) To an employee who retires at or over the age of fifty-five years or who has retired on the grounds of ill health, provided that no payment shall be made for pro-rata long service leave unless the employee has completed not less than twelve months' continuous service.

(b) To an employee who has retired for any other cause: Provided that no payment shall be made for pro-rata long service leave unless the employee had completed not less than three years' continuous service before the date of his/her retirement.

(c) To the widow or widower of an employee or such other person as may be approved by the employer in the event of the death of an employee: Provided that no payment shall be made for pro-rata long service leave unless the employee had completed not less than twelve months' continuous service prior to the date of his/her death.

(13) A calculation of the amount due for long service leave accrued and for pro-rata long service leave shall be made at the rate of salary of an employee at the date of retirement, resignation or death, whichever applies and no such payment shall exceed the equivalent of twelve months' salary.

(14) Long service leave accrued prior to the issue of the Hospital Salaried Officers Award No. 39 of 1968 shall remain to the credit of each employee.

(15) Subject to the provisions of subclauses (6), (10), (11), (12) and (16) of this clause, the service of an employee shall not be deemed to have been broken—

(a) by resignation, where he/she resigned from the employment of an employer a party to the Award and commenced with another employer a party to the Award within one working week of the expiration of any period for which payment in lieu of annual leave or holidays has been made by an employer party to the Award from whom he/she resigned or, if no such payment has been made, within one working week of the day on which his/her resignation became effective;

(b) if his/her employment was ended by his/her employer who is party to the Award, for any reason other than misconduct or unsatisfactory service but only if—

(i) the employee resumed employment with an employer party to the Award not later than six months from the day on which his/her employment ended; and

(ii) payment pursuant to subclause (11) of this clause has not been made; or

(c) by any absence approved by the employer as leave whether with or without pay.

(16) The expression "continuous service" in this clause includes any period during which an employee is absent on full pay or part pay, from his/her duties with any employer party to the Award, but does not include—

(a) any cumulative period exceeding two weeks in any one anniversary year during which the employee is absent on leave without pay;

(b) Any service of the employee who resigns or is dismissed, other than service prior to such resignation or to the date of any offence in respect of which the employee is dismissed when such prior service has actually entitled the employee to long service leave, including pro-rata long service leave, under this clause.

(17) Portability

(a) Where an employee was, immediately prior to being employed by King Edward Memorial and Princess Margaret Hospitals, employed in the service of—

- The Commonwealth of Australia, or
- Any other State Government of Australia, or
- Any Western Australian State public sector or state government employer,

and the period between the date when the employee ceased previous employment and the date of commencing employment by a respondent to this Agreement does not exceed one week, that employee shall be 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 of appointment under the Public Sector Management Act, shall be 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 shall be 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 shall be calculated upon appointment by a respondent to this Agreement in accordance with the provisions of this clause.

(b) Nothing in this clause confers or shall be deemed to confer on any employee previously employed by the Commonwealth or by any other State of Australia any entitlement to a complete period of long service leave that accrued in the employee's favour prior to the date on which the employee commenced with King Edward Memorial and Princess Margaret Hospitals.

(18) At the request of the employee and with the agreement of the employer, an employee faced with pressing personal needs, may be paid in lieu of taking a portion of long service leave.

18.—SICK LEAVE

This provision replaces subclause (7) of Clause 18.—Sick Leave of the Hospital Salaried Officers Award No. 39 of 1968.

The basis for the cumulative accrual of sick leave shall be—

		Leave On Full Pay Working Days
(a)	On date of employment of the employee	5
(b)	On completion by the employee of six months' service	5
(c)	On completion by the employee of twelve months' service	10
(d)	On completion of each additional twelve months' service by the employee	10

Provided that where an employee has accrued sick leave on half days pay prior to the date upon which this Agreement comes into effect those accrued half days shall be converted to the equivalent of full days sick leave and shall remain to the employee's credit until such time as they may be taken.

19.—FAMILY, BEREAVEMENT AND PERSONAL LEAVE

This clause replaces Clause 17.—Short Leave of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Family Leave

(a) In this subclause "family member" means the employee's spouse, defacto spouse, child, step child, parent, step parent. This entitlement will also apply to another person who lives with the employee as a member of the employee's family.

(b) The employee is entitled to use up to 38 hours of his/her personal accrued sick leave to care for an ill family member each year, providing the employee must maintain a minimum of 10 days of sick leave available for personal use in each year. Subject to subclause (e), all family leave taken is deducted from the employee's sick leave entitlement.

(c) Family leave is not cumulative from year to year.

(d) Medical certificate requirements are as per those for Sick Leave under the Award.

(e) Where an employee has insufficient accrued sick leave, by mutual agreement, up to five days of annual leave may be used for the purpose of family leave.

(2) Bereavement Leave

(a) An employee shall on the death of—

(i) the spouse of the employee;

(ii) the child or step-child of the employee;

(iii) the parent or step-parent of the employee;

(iv) the brother, sister, step brother or step sister; or

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

be eligible for up to two (2) days bereavement leave, provided that at the request of an employee the employer may exercise a discretion to grant bereavement leave to an employee in respect of some other person with whom the employee has a special relationship.

(b) The 2 days need not be consecutive.

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

(d) An employee who claims to be entitled to paid leave under paragraph (a) of this subclause is to provide to the employer, if so requested, evidence that would satisfy a reasonable person as to—

(i) the death that is the subject of the leave sought; and

(ii) the relationship of the employee to the deceased person.

(e) An employee requiring more than two days bereavement leave in order to travel overseas in the event of the death overseas of a member of the employees immediate family may, upon providing adequate proof, in addition to any bereavement leave to which the employee is eligible, have immediate access to annual leave and/or accrued long service leave in weekly multiples and/or leave without pay provided all accrued leave is exhausted.

(3) Special Personal Leave

(a) Without Pay

The employer may upon the request of an employee, grant that employee special leave without pay for any special or personal reason.

(b) Use of Annual Leave

The employer may, upon the request of an employee and with sufficient cause being shown, which may in the circumstances be with little notice, grant that employee single days of annual leave for pressing personal emergencies.

20.—ALLOWANCES

(1) Where an employee subject to this Agreement is paid an allowance as provided under the Hospital Salaried Officers Award No. 39 of 1968, which is calculated as a percentage of a salary rate prescribed by that Award, the allowance shall for the life of this Agreement, now be calculated using the salary rates as prescribed at Clause 22.—Salaries of this Agreement.

21.—OVERPAYMENTS

(1) Where an employee is paid for work not subsequently performed or is overpaid in any other manner, the employer is entitled to make adjustment to the subsequent wages or salaries of the employee.

(2) One-off Overpayments

Subject to subclauses (4) and (5), one-off overpayments may be recovered by the employer in the pay period immediately following the pay period in which the overpayment was made, or in the period immediately following the pay period in which it was discovered that overpayment has occurred.

(3) Cumulative Overpayments

Subject to subclauses (4) and (5), cumulative overpayments may be recovered by the employer at a rate agreed between the employer and the employee, provided that the rate at which the overpayment is recovered is not at a lesser rate than the rate at which it was overpaid or $50 per week, depending on which is the lesser amount per pay period.

(4) In exceptional circumstances, other arrangements for the recovery of overpayments may be agreed between the employer and the employee.

(5) the employer is required to notify the employee of their intention to recoup overpayment and to consult with the employee as to the appropriate recovery rate.

22.—SALARIES

This clause replaces Schedule A—Minimum Salaries of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Subject to the provision of Clause 9.—Salaries of the Award and to the provisions of this Clause the minimum annual salaries for employees bound by this Agreement are set in this Clause and shall apply from date of registration until the expiry of this Agreement.

(2) Minimum Salaries are detailed as follows. The rates of pay have been adjusted to reflect the increase in Clause 10 of the Agreement and represent full and final settlement of wage adjustments provided for in this Agreement.

LEVELS	Award Rate + 2 ASNA + 5% + 2% effective prior to date of registration Salary P/Annum	Award Rate + 2 ASNA +5% + 2% + 5% effective from date of registration Salary P/Annum
LEVEL 1		
under 17 years of age	11,654	12,237
17 years of age	13,609	14,289
18 years of age	15,886	16,680
19 years of age	18,387	19,306
20 years of age	20,649	21,681
1st year of full-time equivalent adult service	22,682	23,816
2nd year of full-time equivalent adult service	23,382	24,551
3rd year of full-time equivalent adult service	24,078	25,282
4th year of full-time equivalent adult service	24,772	26,011
LEVEL 2	25,469	26,742
	26,167	27,475
	26,969	28,317
	27,524	28,900
	28,343	29,760
LEVEL 3	29,311	30,777
	30,064	31,567
	30,856	32,399
	32,118	33,724
LEVEL 4	32,779	34,418
	33,770	35,459
	34,788	36,527
	36,235	38,047
LEVEL 5	36,989	38,838
	38,025	39,926
	39,090	41,045
	40,187	42,196
LEVEL 6	42,299	44,414
	43,867	46,060
	46,095	48,400
LEVEL 7	47,287	49,651
	48,797	51,237
	50,362	52,880
LEVEL 8	52,648	55,280
	54,522	57,248
LEVEL 9	57,358	60,226
	59,331	62,298
LEVEL 10	61,491	64,566
	64,966	68,214
LEVEL 11	67,741	71,128
	70,563	74,091
LEVEL 12	74,432	78,154
	77,047	80,899
	80,028	84,029
CLASS 1	84,537	88,764
CLASS 2	89,046	93,498
CLASS 3	93,553	98,231
CLASS 4	98,062	102,965

(a) An employee, who is 21 years of age or older on appointment to a classification equivalent to Level 1, may be appointed to the minimum rate of pay based on years of service, not on age.

(b) A Medical Typist or Medical Secretary shall be paid a medical terminology allowance of $1000 per annum.

For the purposes of this subclause 'Medical Typist' and 'Medical Secretary' shall mean those workers classified on a classification equivalent to Level 1,2, or 3 who spend at least 50% of their time typing from tapes, shorthand, and/or Doctor's notes of case histories, summaries, reports or similar material involving a broad range of medical terminology.

(3) Salaries.—Specified Callings and Other Professionals are detailed as follows. The rates of pay have been adjusted to reflect the increases in Clause 10 of the Agreement, and represent full and final settlement of wage adjustments provided for in this Agreement.

(a) Employees, who possess a relevant tertiary level qualification, or equivalent as agreed between the union and the employers, and who are employed in the callings of Architect, Audiologist, Bio Engineer, Chemist, Dietitian, Engineer, Medical Scientist, Librarian, Occupational Therapist, Physiotherapist, Physicist, Pharmacist, Clinical Psychologist, Psychologist, Research Officer, Scientific Officer, Social Worker, Speech Pathologist, Podiatrist, Medical Imaging Technologist, Nuclear Medicine Technologist, Radiation Therapist, Orthotist, or any other professional calling as agreed between the Union and employers, shall be entitled to Annual Salaries as follows—

LEVELS	Award Rate + 2 ASNA + 5% + 2% effective prior to date of registration Salary P/Annum	Award Rate + 2 ASNA +5% + 2% + 5% effective from date of registration Salary P/Annum
LEVEL 3/5	29,311	30,777
	30,856	32,399
	32,779	34,418
	34,788	36,527
	38,025	39,926
	40,187	42,196
LEVEL 6	42,299	44,414
	43,867	46,060
	46,095	48,400
LEVEL 7	47,287	49,651
	48,797	51,237
	50,362	52,880
LEVEL 8	52,648	55,280
	54,522	57,248
LEVEL 9	57,358	60,226
	59,331	62,298
LEVEL 10	61,491	64,566
	64,966	68,214
LEVEL 11	67,741	71,128
	70,563	74,091
LEVEL 12	74,432	78,154
	77,047	80,899
	80,028	84,029

LEVELS	Award Rate + 2 ASNA + 5% + 2% effective prior to date of registration Salary P/Annum	Award Rate + 2 ASNA +5% + 2% + 5% effective from date of registration Salary P/Annum
CLASS 1	84,537	88,764
CLASS 2	89,046	93,498
CLASS 3	93,553	98,231
CLASS 4	98,062	102,965

(b) Subject to paragraph (d) of this sub clause, on appointment or promotion to the Level 3/5 under this sub clause—

(i) Employees, who have completed an approved three academic year tertiary qualification, relevant to their calling, shall commence at the first year increment;

(ii) Employees, who have completed an approved four academic year tertiary qualification, relevant to their calling, shall commence at the second year increment;

(iii) Employees, who have completed an approved Masters or PhD Degree relevant to their calling shall commence on the third year increment;

Provided that employees who attain a higher tertiary level qualification after appointment shall not be entitled to any advanced progression through the range.

(c) The employer and union shall be responsible for determining the relevant acceptable qualifications for appointment for the callings covered by this sub clause and shall maintain a manual setting out such qualifications.

(d) The employer in allocating levels pursuant to paragraph (b) of this sub clause may determine a commencing salary above Level 3/5 for a particular calling/s.

(4) The following conditions shall apply to employees in the callings detailed below—

Engineers—

Employees employed in the calling of Engineer and who are classified Level 3/5 under this Agreement shall be paid a minimum salary at the rate prescribed for the maximum of Level 3/5 where the employee is an "experienced engineer" as defined.

For the purposes of this paragraph "experienced engineer" shall mean—

(a) An engineer appointed to perform professional engineering duties and who is a Corporate Member of The Institution of Engineers, Australia, or who attains that status during service.

(b) An engineer appointed to perform professional duties who is not a Corporate Member of the Institution of Engineers, Australia but who possesses a degree or diploma from a University, College, or Institution acceptable to the employer on the recommendation of the Institution of Engineers, Australia, and who—

(i) having graduated in a four or five academic year course at a University or Institution recognised by the employer, has had four years experience on professional engineering duties acceptable to the employer since becoming a qualified engineer, or

(ii) not having a University degree but possessing a diploma recognised by the employer, has had five year's experience on professional engineering duties, recognised by the employer since becoming a qualified engineer.

(5) The rates of pay in this Agreement include the first $8.00 per week arbitrated safety net adjustment payable under the December, 1994 State Wage Decision. This first $8.00 per week arbitrated safety net adjustment may be offset to the extent of any wage increase as a result of agreements reached at enterprise level since 1 November, 1991. Increases made 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 arbitrated safety net adjustments.

(6) The rates of pay in this Agreement include the second $8.00 per week arbitrated safety net adjustment payable under the December 1994 State Wage Decision. This second $8.00 per week arbitrated safety net adjustment may be offset to the extent of any wage increase payable since 1 November, 1991, pursuant to enterprise agreements in so far as that wage increase has not previously been used to offset an arbitrated safety net adjustment. Increases made 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 arbitrated safety net adjustments.

(7) The first and second arbitrated safety net increases have, for the purposes of this agreement been offered against past productivity improvements.

(8) The third arbitrated safety net adjustment has been absorbed.

23.—RATIFICATION

The signatories that follow testify to the fact that this Agreement shall come into effect as of the date of registration.

Michael Hartland

common seal affixed

(signed by M Hartland)	26/11/97
(Signature)	(Date)

President, for and on behalf of the Hospital Salaried Officers Association of Western Australia (Union of Workers)

Daniel P Hill

common seal affixed

(signed by D Hill)	26-11-97
(Signature)	(Date)

Secretary, for and on behalf of the Hospital Salaried Officers Association of Western Australia (Union of Workers)

Dr Gareth Goodier

(signed by G Goodier)	27.11.97
(Signature)	(Date)

Chief Executive Officer, King Edward Memorial and Princess Margaret Hospitals, for and on behalf of the Metropolitan Health Service Board.

ATTACHMENT 1—MODEL FOR IDENTIFYING PRODUCTIVITY INCREASES

The following model is to be used as a guide only and it is expected that it will be modified to meet the needs of King Edward Memorial and Princess Margaret Hospitals as required.

A Model for Identifying Productivity Increases

The primary focus of Enterprise Bargaining in the workplace will be on best practice, efficiency, effectiveness, competitiveness and cost saving.

Employees to focus on the following areas—

- Productivity Improvements which can be made: Identification of all possibilities for improving productivity through looking at possible changes in what work is done, how the work is done, who does the work, who could better do the work, when the work is done, whether the work should be done (ie. whether a particular task can be performed less often and still achieve a satisfactory output) possibilities for multi-skilling and opportunities to reduce costs (including financial costs) and reduce waste.
- Barriers to Productivity Improvements: Identification of any significant barriers to improving productivity, such as, need for training, need for equipment, problems with computer programs, demarcation problems and arguments about who should do what, award constraints, information or guidelines problems, problems in regard to supervision, whether too much or not enough, or of poor quality, opportunities and barriers to self management, physical barriers such as the location of various functions which interact with each other and barriers to communication.

Employers, in consultation with their Employees, to focus on all of the above plus macro issues impacting on productivity—

- Structural Matters: Management may need to look at the structures within which the work is done and how they can be improved upon.
- Management Style: Management style and its appropriateness may need to be examined at both an organisational and departmental level.
- Best Practice, Benchmarking, Continuous Improvement and New Opportunities: Initiatives in these areas will in general need to be initiated by management. This is an important area given that one of its outcomes should be improved competitiveness.

  Where barriers to competitiveness beyond the control of the employer/health service are identified, these should be drawn to the attention of the Health Department so that they can be addressed on an industry basis.
- Culture and Environment: Management culture and organisational culture may need to be examined in light of the overall direction of health management and where appropriate programs and training be introduced to address any identified problems.

Quality of Employment—Issues to be Examined by Both Employees and Employers—

This area does not necessarily impact on productivity, as such, but may have a positive impact financially and/or an improvement in the non-wage rewards of employment and is therefore a very valuable, win-win, area for both employees and employers. Matters to be examined under this heading include, but are not confined to—

- Occupational Health and Safety
- Unplanned Absences
- Health and Welfare of the Workforce
- Family needs and other demands on workers: better ways to accommodate and acknowledge these without losing focus on the main objectives in regard to responsibility for service to the employer.
- Use of Leave
- Equal Opportunity
- Career paths, including access to special project work, providing opportunities for development and recognition
- Employee Recognition, through feedback, support, acknowledgment, enablement, empowerment, consultation and non-financial rewards
- Training and Development
- Equity Issues

HOSPITAL SALARIED OFFICERS LAVERTON AND LEONORA HEALTH SERVICE ENTERPRISE BARGAINING AGREEMENT 1997.
No. PSA AG 28 of 1997.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Laverton and Leonora Health Service

and

Hospital Salaried Officers Association of Western Australia (Union of Workers).

No. PSA AG 28 of 1997.

16 December 1997.

Order.

REGISTRATION OF AN INDUSTRIAL AGREEMENT.

No. PSA AG 28 OF 1997.

HAVING heard Ms H. Harvey on behalf of the first named party and Mr C. Panizza on behalf of the second named party; and

WHEREAS an agreement has been presented to the Public Service Arbitrator for registration as an Industrial Agreement; and

WHEREAS the Public Service Arbitrator is satisfied that the aforementioned agreement complies with s.41A, s.49A and s.49B of the Industrial Relations Act, 1979;

NOW THEREFORE the Public Service Arbitrator, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement titled the Hospital Salaried Officers Laverton and Leonora Health Service Enterprise Bargaining Agreement 1997, filed in the Commission on 3 December 1997, signed by me for identification, be and is hereby registered as an Industrial Agreement.

(Sgd.) C. B. PARKS,
[L.S.] Public Service Arbitrator.

AGREEMENT

1.—TITLE

This Agreement shall be titled the Hospital Salaried Officers Laverton and Leonora Health Service Enterprise Bargaining Agreement 1997.

2.—ARRANGEMENT

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3.—PURPOSE OF AGREEMENT

(1) This Agreement aims to achieve improvements in productivity and efficiency and the enhanced performance of Laverton and Leonora Health Service along with allowing the benefits from those improvements to be shared by employees, Laverton and Leonora Health Service and the Government on behalf of the Community.

(2) This Agreement places priority on the parties at Laverton and Leonora Health Service taking responsibility for their own labour relations affairs and reaching agreement on issues appropriate to Laverton and Leonora Health Service.

(3) This Agreement is entered into in accordance with the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996.

4.—APPLICATION AND PARTIES BOUND

(1) This agreement applies to the Hospital Salaried Officers Association of Western Australia (Union of Workers) (HSOA), the Employees covered by the HSOA's Public Sector Awards employed by the Board of Management of Laverton and Leonora Health Service, (hereinafter referred to as Laverton and Leonora Health Service) subject to the extent to which it employs employees covered by the Hospital Salaried Officers Award No. 39 of 1968.

(2) The estimated number of employees bound by this Agreement at the time of registration is 7 employees.

(3) This Agreement shall be read in conjunction with the Hospital Salaried Officers Award No. 39 of 1968 (hereafter referred to as the Award) and shall replace the provisions of that Award where expressly stated herein.

(4) This Agreement replaces the Hospital Salaried Officers Laverton and Leonora Health Service Enterprise Bargaining Agreement PSA AG60 of 1996.

5.—TERM OF AGREEMENT

(1) This Agreement shall operate from the date of Registration until 31 December 1997, provided that this Agreement, including allowances and salaries, may be varied or replaced prior to its expiry in order to implement any agreement arising out of this Agreement or the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996.

(2) The parties to this Agreement agree to re-open negotiations forthwith.

6.—NO EXTRA CLAIMS

(1) Subject to the agreed award consolidation and the mandatory core items for the first salary increase as outlined in Clause 13(1) of the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996, this Agreement is in settlement of Application Number P59/94.

(2) (i) For the life of this Agreement or any agreement replacing this Agreement, the Hospital Salaried Officers Association shall make no further claims at Industry or Health Service level for productivity improvements which occurred prior to 1 January 1997.

(i) For the life of this Agreement or any agreement replacing this Agreement, the Hospital Salaried Officers Association shall make no further claims at Health Service level for productivity improvements which occurred between 1 January 1997 and 1 July 1997 and which have been documented as being identified in justifying wage increases under this Agreement.

7.—OBJECTIVES, PRINCIPLES AND COMMITMENTS

(1) The parties agree that the objectives of this Agreement are to—

(a) improve the productivity and efficiency of Laverton and Leonora Health Service;

(b) facilitate greater decentralisation and flexibility in negotiating employment conditions and work arrangements at Laverton and Leonora Health Service;

(c) ensure high quality patient services in a safe, healthy and equitable work environment;

(d) ensure high quality of employment and jobs; and

(e) provide a pathway to providing a wage increase to employees based upon the achievement of improved productivity and efficiency.

(2) By—

(a) ensuring that gains achieved through agreed improved productivity and changes in workplace culture are shared by employees, Laverton and Leonora Health Service and its clients and the Government on behalf of the community;

(b) ensuring that Laverton and Leonora Health Service operates in a manner consistent with the principles outlined in Section 7 of the Public Sector Management Act;

(c) developing and pursuing changes on a co-operative basis; and

(d) ensuring that Laverton and Leonora Health Service operates as effectively, efficiently and competitively as possible.

(3) The Hospital Salaried Officers Association and Laverton and Leonora Health Service, Management and Employees bound by this Agreement are committed to—

(a) Support and actively contribute to health service continuous quality improvement, including best practice, where best practice—

(i) is simply the best way of doing things;

(ii) is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to health service issues;

(iii) practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues;

(iv) is outcome rather than simply activity based;

(v) provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used;

(vi) depends on effective training, empowerment and participation of both management and employees to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process; and

(vii) are to be based on the following principles—

- customer/patient focus
- management commitment
- employee participation
- leadership
- information analysis
- policies and plans
- appropriate standards
- hospital/health service performance
- cost effectiveness
- working smarter

(b) Support the clinical, teaching, research and organisation goals of the health service and contribute to the achievement of those goals as active members of the health service community.

(c) Support and actively contribute to the achievement and/or maintenance of ACHS Accreditation.

(d) Actively contribute to the achievement of health service budgets.

(e) Assist with achieving Health department defined waiting list priorities and day surgery targets.

(f) Co-operate with the development and implementation of strategies to achieve length of stay targets.

(g) Participate in a Multidisciplinary approach to patient care.

(h) The principles of public sector administration, in particular to the principles contained in Sections 7., 8. and 9. of the Public Sector Management Act 1994.

In addition, Laverton and Leonora Health Service is committed to facilitating and encouraging the participation and commitment of employees.

8.—FRAMEWORK AND PRINCIPLES FOR FURTHER PRODUCTIVITY BARGAINING

(1) (a) Following the receipt of a request from the HSOA to negotiate an amendment to this Agreement with Laverton and Leonora Health Service, a representative from Laverton and Leonora Health Service will meet with a representative from the HSOA to discuss the request as soon as practicable but in any event within five working days of the receipt of the request.

These discussions should include process issues such as what sort of bargaining mechanism will be established, what consultative process can be used or needs to be put in place, possible initiatives to be considered and the time frame.

Negotiations will be conducted in a manner and time frame agreed by the parties to this Agreement.

(b) The negotiations should occur on the basis of a broad agenda of initiatives designed to improve efficiency, effectiveness, productivity, patient care and flexibility within Laverton and Leonora Health Service.

(c) The agenda should include but not be limited to—

(i) changes in work organisation, job design and working patterns and arrangements;

(ii) examination of terms and conditions of employment to ensure they are suited to Laverton and Leonora Health Service's operational requirements;

(iii) identification and implementation of best practice across all areas of service delivery;

(iv) (i), (ii) and (iii) can be achieved by means including but not limited to;

(aa) new training and skills development programs as and where required;

(bb) the optimum use of human and capital resources including new technology;

(cc) quality assurance and continuous improvement programs;

(dd) having due regard to operational requirements, allowing sufficient flexibility to enable employees to meet their family responsibilities; and

(ee) active occupational health and safety risk reduction, training and rehabilitation programs.

(2) In negotiating further salary increases in return for productivity improvements, the parties should ensure that the following issues have been addressed and/or applied—

(a) Productivity Improvements

Productivity improvements are changes which increase the efficiency and effectiveness of Laverton and Leonora Health Service in meeting its agreed and contracted service programs and outcomes. Productivity improvements may be related to work practices or arrangements. They may be things which go to minimise the cost of what is done, to the way things are done, to when they are done, to the quality of what is done or to improve the ability of the provider to meet patient and customer needs. They may or may not require changes from Award conditions.

Without limiting any of the above, in practice, the primary focus of Enterprise Bargaining in the workplace is likely to be on best practice, efficiency, effectiveness, competitiveness, cost savings, and quality of employment.

(b) Sharing Gains from Productivity Improvement

The parties accept that there is no precise formula for the sharing of gains from productivity improvements, but in any agreement, in addition to employee benefits, there must be a clear and specific return to Laverton and Leonora Health Service and/or the Government. Productivity improvements may be related to work practices or arrangements, subject to acceptance that where capital expenditure requires changes in work methods and/or the number of employees and the changes are of a nature that enhances the investment, it shall qualify as a productivity improvement, provided that there is a net quantifiable benefit to Laverton and Leonora Health Service.

Any agreement reached should not rely primarily on improvements which are merely the result of new technology or financial reforms or other such initiatives. For example; in the case of capital investment (technology), changes arising from capital expenditure for which Laverton and Leonora Health Service takes the risk and which require a reasonable return on the funds invested, do not necessarily count as a productivity improvement.

The treatment of improved efficiency arising from major capital expenditure is to be agreed by Laverton and Leonora Health Service and the HSOA and shall take into account factors such as the cost of capital.

Where employees repackage or exchange employment conditions, all or most of the saving or productivity improvement made by Laverton and Leonora Health Service can be returned to the employees.

(c) Identifying Productivity Increases

To assist in such a review a model for identifying productivity increases is contained in Attachment 5 of the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996. The model is included as a guide only and it is expected that it will be modified to meet the needs of Laverton and Leonora Health Service as required.

(d) Quantum and Timing of Increases

The aggregate productivity gains negotiated at Laverton and Leonora Health Service could result in increases greater than the targeted amount, however there are practical limits on how much can be paid and when the increases can be paid for specific operational improvements.

9.—AWARDS, AGREEMENTS AND WORKPLACE AGREEMENTS

(1) Relationship Between Agreements and Awards

Consistent with the Industrial Relations Act 1979 and the State Wage Principles, this Agreement shall provide the whole of the employees' wage increases for the life of the Agreement.

(2) Subject to the Industrial Relations Act 1979 and the State Wage Principles, the parties reserve their rights to seek to amend this Agreement to provide for further salary increases in return for productivity improvements at the Health Service.

(3) Choice between this Agreement and Workplace Agreements

(a) The parties accept that Employees will be given an informed and free choice between this Agreement and Workplace Agreements;

(b) To facilitate the making of an informed and free choice—

(i) Employees who are to be offered a choice between this Agreement and a workplace agreement may only be required to indicate their choice after the employee has been offered the position.

(ii) Where an employee has been offered a choice the employee shall have a minimum of seven days in which to decide which alternative to take, provided that where it is necessary to fill a position within a period of less than seven days or where an employer agrees to an employee commencing within a period of less than seven days, the employee shall have up to the date of formal acceptance.

(iii) The employee shall be provided with—

(aa) a copy of an agreed summary of this Agreement; and

(bb) a copy of a summary of the Workplace Agreement.

(iv) At the request of an employee, the employee shall be provided with;

(aa) access to a copy of this Agreement and the Workplace Agreement;

(bb) any other relevant documentation, such as information on salary packaging; and

(cc) information on where they can obtain further advice and on how to contact the Union.

For its part, the Union undertakes to advise all employees on the matter of choice whether or not they are members of the Union.

(c) If agreement on any aspect of this clause is not able to be reached the dispute settlement procedure set out in Clause 12 of this Agreement is to be followed.

(4) By agreement between the employer and the employee, an employee who has signed a Workplace Agreement prior to the registration of this S.41 Industrial Agreement can revisit the Workplace Agreement in light of this Agreement.

(5) All staff transferred or redeployed to Laverton and Leonora Health Service from within the Public Sector or within the Government Health Industry may be offered the choice of a Workplace Agreement or this Agreement subject to the discretion of Laverton and Leonora Health Service.

(6) All promotional positions and new staff recruited by Laverton and Leonora Health Service from outside the Public Sector may be provided with the choice of a Workplace Agreement or S41 Industrial Agreement, subject to the discretion of Laverton and Leonora Health Service.

(7) In the exercising of the discretion to only offer a Workplace Agreement under subclauses (5) and (6) of this clause, Laverton and Leonora Health Service shall ensure that the decision to only offer a Workplace Agreement is made for legitimate operational reasons. In exercising their discretion to only offer a Workplace Agreement, Laverton and Leonora Health Service is to liaise with the HSOA to ensure it is not done to circumvent the option of choice.

10.—RATES OF PAY AND THEIR ADJUSTMENT

Pursuant to the replacement of agreement no PSA AG60 of 1996, this agreement provides for a 5% salary increase effective from the date of registration of the agreement.

11.—RESOURCES FOR PRODUCTIVITY NEGOTIATIONS

(1) It is recognised that enterprise bargaining places considerable obligations upon the parties at Laverton and Leonora Health Service.

(2) (a) To assist in meeting these obligations, Laverton and Leonora Health Service will assist by providing appropriate resources having regard to the operational requirements of Laverton and Leonora Health Service and resource requirements associated with developing amendments to this Agreement aimed at achieving further salary increases in return for productivity improvements;

(b) It is accepted that employees of Laverton and Leonora Health Service who are involved in the enterprise bargaining process will be allowed reasonable paid time to fulfil their responsibilities in this process;

(c) Access to resources shall be negotiated with Laverton and Leonora Health Service and shall not unreasonably affect the operation of Laverton and Leonora Health Service;

(d) Any paid time or resources shall be provided in a manner suitable to both parties and to enable negotiations to occur and to assist in the achievement of agreement.

(e) The parties accept that the process of bargaining in good faith includes disclosing relevant information, as appropriate for the purposes of the negotiations and confidentiality and privacy in the negotiation process will be respected at all times.

(f) The parties accept that on occasions the nature of certain information may prejudice a party's position or not assist in the resolution of the matter. Subject to the rights of the parties to invoke Clause 12.—Dispute Avoidance and Settlement Procedures of this Agreement, a decision on whether or not to exchange or divulge information will be a matter for the relevant party to decide, provided that information shall not be unreasonably withheld;

(g) Where information of a commercial or sensitive nature is exchanged, the parties agree not to use or divulge that information outside of the negotiating forums.

(3) No officer or employee will be discriminated against as a result of activities conducted in accordance with this clause.

12.—DISPUTE AVOIDANCE AND SETTLEMENT PROCEDURES

(1) The objective of this Clause is to provide a set of procedures for dealing with any questions disputes or difficulties arising under this Agreement and for dealing with any questions, dispute or difficulty between the parties during negotiations for amendments to this Agreement.

(2) Subject to the Public Sector Management Act 1994, in the event of any question, dispute or difficulty between the parties as to the application of Government policy and the Wage Principles and/or their effect upon this Agreement, the Health Department and/or the Department of Productivity and Labour Relations (DOPLAR) are to provide advice to Laverton and Leonora Health Service in an attempt to resolve the matter.

(3) Subject to the Public Sector Management Act 1994, in the event of any question, dispute or difficulty arising under this Agreement, the following procedures shall apply, provided that nothing in these procedures shall prevent the Secretary of the HSOA (or his/her nominee) from intervening to assist in the process—

(a) The matter is to be discussed between the HSOA employee representative and the employer representative and an attempt made to resolve the matter;

(b) If the matter is unable to be resolved through discussions between the HSOA employee representative and the Laverton and Leonora Health Service representative, the matter is to be discussed between the employee representative and the Chief Executive Officer of Laverton and Leonora Health Service or his/her nominee, as soon as practicable but within five working days. Notification of any question, dispute or difficulty may be made verbally and/or in writing;

(c) The parties may individually or collectively seek advice from any appropriate organisation or person in an attempt to resolve the matter;

(d) If the matter is not resolved within five working days of the date of notification in (b) hereof, either party may notify the Secretary of the HSOA (or his/her nominee), or the Chief Executive Officer of Laverton and Leonora Health Service (or his/her nominee) of the existence of a dispute or disagreement;

(e) The Secretary of the HSOA (or his/her nominee) and the Chief Executive Officer of Laverton and Leonora Health Service (or his/her nominee) shall confer on the matters notified by the parties within five working days and—

(i) where there is agreement on the matters in dispute the parties shall be advised within two working days;

(ii) where there is disagreement on any matter it may be submitted to the Western Australian Industrial Relation Commission.

(4) Where any matter is referred to the Western Australian Industrial Relations Commission and the matter is not resolved by conciliation, then the matter remaining in dispute may be resolved by arbitration in accordance with the provisions of the Industrial Relations Act 1979 and the State Wage Principles.

13.—HOURS

This clause replaces Clause 13.—Hours of the Hospital Salaried Officers Award No. 39 of 1968.

(1) (a) The ordinary hours of work shall be an average of thirty eight per week and shall be worked by one of the following arrangements—

(i) Ordinary hours of work of thirty eight per week;

(ii) Flexitime roster covering a settlement period of four weeks;

(iii) Actual hours of seventy six over nine days with the tenth day to be taken as a paid rostered day off;

(iv) Such other arrangements as are agreed between the employer and employee. Provided that proposed hours of duty where set outside the terms of this Agreement shall be subject to ratification of the WA Industrial Commission.

(v) In addition to the above arrangements, where the employee and the employer so agree in writing, shifts of not more than 12 hours may be worked.

(b) Subject to the following, where the employer and an employee or group of employees agree in writing, shifts of up to 12 hours may be worked provided the average normal hours worked in a shift cycle or settlement period does not exceed 76 per fortnight.

(i) While recognising that in the course of an averaging process there may be some individual variances, the terms and conditions of the shift agreement shall on balance be no less favourable than those prescribed by this Agreement;

(ii) The period of the shift cycle or settlement period over which the arrangement may extend shall be clearly defined;

(iii) The arrangement shall allow for a minimum of one clear day off in each 7 days;

(iv) The arrangement may allow for additional time off in lieu of penalty rates;

(v) The arrangement may allow for salary averaging of regular penalties and allowances including penalties for working on a public holiday;

(vi) Any proposed arrangement or agreement which extends beyond these parameters must be referred to the Industrial Relations Commission for ratification.

(c) Where the employer has made a definite decision to introduce changes to shift rosters or employees' ordinary hours, the employer shall notify the employees who may be affected by the proposed changes and the Union as soon as the decision has been made and before the changes are to be introduced. Discussion with the employees and union shall occur consistent with the Introduction of Change clause of the Hospital Salaried Officers Award No. 39 of 1968.

(d) The operation of working arrangements prescribed in paragraph (a) above, shall be consistent with the working arrangements prescribed in this clause.

(2) Ordinary Hours

Subject to the Award clauses other than those expressly replaced by this Agreement, the spread of ordinary hours will be from 6.00am to 6.00pm Monday to Friday inclusive with a meal break of not less than 30 minutes nor more than 60 minutes to be taken between 12.00noon and 2.00pm, provided that an employee may with prior approval of their supervisor be allowed to extend the meal break beyond 60 minutes to a maximum of 90 minutes.

(3) Other Working Arrangements

(a) The ordinary hours of duty observed may be varied in accordance with subclause (1)(a)(iv) so as to make provisions for—

(i) the attendance of employees for duty on a Saturday, Sunday, or Public Holidays.

(ii) the performance of shift work including work on Saturdays, Sundays or Public Holidays; and

(iii) the nature of the duties of an employee or class of employees in fulfilling the responsibilities of their office.

provided that where the hours of duty are so varied an employee shall not be required to work more than five hours continuously without a break unless agreed in writing between the employee and the employer.

(b) Notwithstanding the above, where it is considered necessary to provide a more economic operation, the employer may authorise the operation of alternative working arrangements in the hospital/health service, or any branch or section thereof.

The continuing operation of any alternative working arrangements, so approved, will depend on the employer being satisfied that the efficient functioning of the hospital/health service is being enhanced by its operation.

Such alternative working arrangements shall be in accordance with subclause (1)(a)and (d).

(4) Flexitime Arrangements

(a) Flexitime Roster

(i) The authorisation of a flexitime roster shall be the responsibility of the employer. The roster will indicate the minimum staffing and any other requirements in respect to starting and finishing times, lunch break coverage and flexileave.

(ii) The roster shall cover a settlement period of four weeks and shall be made available to all affected employees no later than three days prior to the settlement period commencing.

(iii) The roster shall be prepared in consultation with the affected employees, subject to the employer retaining the right to determine arrangements to suit the operational needs of the department.

(iv) Subject to four weeks notice being given to affected employees, the employer may withdraw authorisation of a flexitime roster.

(b) Hours of Duty

(i) The ordinary hours of duty may be an average of 7 hours 36 minutes per day which may be worked with flexible commencement and finishing times in accordance with the provisions of this subclause, provided that the required hours of duty for each four week settlement period shall be 152 hours.

(ii) For the purpose of leave and Public Holidays, a day shall be credited as 7 hours 36 minutes.

(c) Flexitime Periods

Within the constraints of the prepared roster and subject to the concurrence of the supervisor, employees may select their own starting and finishing times within the following periods—

6.00 am to 9.30 am

11.00 am to 2.30 pm (Minimum half an hour break)

3.30 pm to 6.00 pm

(d) Core Periods

Core periods may be set by agreement between the employer and the employee.

(e) Lunch Break

(i) An employee shall be allowed to extend the meal break between 11 am and 2.30 pm of not less than 30 minutes but not exceeding 60 minutes except as provided below.

(ii) An employee may be allowed to extend the meal break beyond 60 minutes to a maximum of 90 minutes. Such an extension is subject to prior approval of the employee's supervisor.

(f) Flexileave

(i) Within the constraints of the prepared roster and subject to the prior approval of the supervisor, an employee may be allowed a maximum of two full days or any combination of half days and full days that does not in total exceed two days in any one settlement period.

(ii) Approval to take flexileave is subject to the employee having accrued sufficient credit hours to cover the absence prior to taking the leave. In exceptional circumstances and with the approval of the employer, flexileave may be taken before accrual subject to such conditions as the employer may impose.

(g) Settlement Period

(i) For recording time worked, there shall be a settlement period which shall consist of four weeks.

(ii) The settlement period shall commence at the beginning of a pay period.

(iii) The required hours of duty for a settlement period shall be 152 hours.

(h) Credit Hours

(i) Credit hours in excess of the required 152 hours to a maximum of 7 hours 36 minutes are permitted at the end of each settlement period. Such credit hours shall be carried forward to the next settlement period.

(ii) Credit hours in excess of 7 hours 36 minutes at the end of a settlement period shall be lost.

(iii) Credit hours at any point within the settlement period shall not exceed 20 hours.

(i) Debit Hours

(i) Debit hours below the required 152 hours to a maximum of 4 hours are permitted at the end of each settlement period.

Such debit hours shall be carried forward to the next settlement period.

(ii) For debit hours in excess of 4 hours, an employee shall be required to take leave without pay for the period necessary to reduce debit hours to those specified in subparagraph (i) of this subclause.

(iii) Employees having excessive debit hours may be required to work standard working hours in addition to not being paid for the number of hours in excess of the debit hours permitted at the end of each settlement period.

(j) Maximum Daily Working Hours

Subject to subclause (1)(b), a maximum of 10 hours may be worked in any one day.

(k) Study Leave

Where study leave has been approved by the employer, credits will be given for education commitments falling within the ordinary hours of duty and for which "time off" is necessary to allow for attendance at formal classes.

(l) Overtime

(i) Employees receiving at least one day's prior notice of overtime shall be required to work the ordinary hours of duty determined by the employer under subclause (1) of this clause.

(ii) Where an employee is required to work overtime at the conclusion of a day with less than one day's notice, and

(aa) where the employee has at the commencement of that day 2 hours or more flexitime credits, the employee shall be paid overtime after 5 hours work on that day, or for time worked after 3.30 pm, whichever is the later, or

(bb) where that employee has commenced duty prior to 8.30 am and has, at the commencement of that day, less than 2 hours flexitime credits, the employee shall be paid overtime, for time worked after the completion of ordinary hours of duty or after working 7 hours 36 minutes on that day, whichever is the earlier, or

(cc) where that employee has commenced work after 8.30 am and has, at the commencement of that day, less than 2 hours flexitime credits, the employee shall be paid overtime for time worked after 5.30 pm or after working 7 hours 36 minutes, on that day whichever is the earlier.

(iii) Where an employee is required to work overtime at the beginning of a day with less than one day's notice, that employee shall be paid overtime for any time worked prior to the commencing time for ordinary hours of duty determined by the employer under subclause (1) of this clause.

(5) Nine Day Fortnight

(a) Hours of Duty

(i) The employer may authorise the operation of a nine day fortnight where the ordinary hours of duty of 76 hours a fortnight are worked over nine days of the fortnight, exclusive of work performed on Saturday, Sunday and the special rostered day off, with each day consisting of 8 hours and 27 minutes.

(ii) The employer shall determine employees' commencing and finishing times between the spread of 6.00 am and 6.00 pm, in order to ensure that departmental requirements are met on each day.

(b) Lunch Break

A meal break shall be allowed and taken in accordance with the standard provisions of this clause.

(c) Special Rostered Day Off

Each employee shall be allowed one special rostered day off each fortnight in accordance with a roster prepared by management showing days and hours of duty and special rostered days off for each employee.

(d) Leave and Public Holidays.

For the purposes of leave and Public Holidays, a day shall be credited as 8 hours 27 minutes notwithstanding the following—

(i) When a Public Holiday falls on an employee's special rostered day off the employee shall be granted a day in lieu of the holiday prior to the conclusion of the current fortnight.

(ii) For a Public Holiday occurring during a period of annual leave, an additional day will be added to the period of leave irrespective of whether it falls on a rostered work day or special rostered day off.

(iii) A four week annual leave entitlement is equivalent to 152 hours, the equivalent to eighteen rostered working days of 8 hours 27 minutes, and two special rostered days off.

(iv) An employee who is sick on a special rostered day off will not be granted sick leave for that day, and will not be credited with an additional day off in lieu.

(e) Overtime

The provisions of the relevant overtime clause, shall apply for work performed prior to an employee's nominated starting time and after an employee's nominated ceasing time in accordance with subparagraph (a)(ii) and on an employee's special rostered day off.

(f) Study Leave

Credits for Study Leave will be given for educational commitments falling due between and employee's nominated starting and finishing times.

14.—PART-TIME EMPLOYEES

To be read in conjunction with Clause 34.—Part-time Employees of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Part-time workers aged 21 years or more shall be paid at a rate pro-rata to the rate prescribed for the class of work for which they are engaged in the proportion to which their fortnightly hours bear to 76 hours per fortnight.

(2) When a part-time worker as defined by the Hospital Salaried Officers Award No. 39 of 1968, commences employment on or after the 1 July 1996, he/she shall accrue service towards progression onto subsequent salary increments within a salary level, on a pro-rata basis of the number of hours worked to full time hours.

(3) Provided that relevant prior service and experience shall be taken into account when determining at what increment within a specified salary level a part-time employee is appointed.

15.—MEDICAL IMAGING TECHNOLOGISTS

This provision replaces Clause 12. of the Hospital Salaried Officers Award No. 39 of 1968.

Notwithstanding anything contained elsewhere in this Agreement or in the Hospital Salaried Officers Award No. 39 of 1968, Medical Imaging Technologists who were prior to this Agreement employed on a thirty-five hour and four week annual leave basis shall as a result of the registration of this Agreement, be employed on a thirty-five and a half (35.5) hour week and four week annual leave basis.

16.—PUBLIC HOLIDAYS

This provision replaces subclause 16(1)(a) of the Hospital Salaried Officers Award No. 39 of 1968.

(1) The following days or the days observed in lieu thereof shall subject as hereinafter provided, be allowed as holidays without deduction of pay, namely New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties in lieu of any of the days named in this subclause.

(2) With effect from 1 April 1996 employees covered by this Agreement shall not be eligible to receive the two floating holidays otherwise provided for by Operational Instruction 657/95 and Circular to Ministers No. 1 of 1994 issued by the Office of The Premier. Provided that the holiday employees become eligible to receive on 2 January 1996 may be taken in accordance with the above mentioned Circular before 1 January 1997.

17.—LONG SERVICE LEAVE

This clause replaces Clause 19. Long Service Leave of the Hospital Salaried Officers Award No. 39 of 1968 with effect from 1st April 1996.

(1) An employee shall be entitled to thirteen weeks paid long service leave on the completion of ten years of continuous service and an additional thirteen weeks paid long service leave for each subsequent period of ten years of continuous service completed by the employee.

(2) Notwithstanding subclause (1), an employee in employment with an employer respondent to the Hospital Salaried Officers Award N0. 39 of 1968 at the time of the inception of this agreement shall retain the proportion of long service leave accrued at the rate provided by the Award at that time and accrue the balance at the ten year rate.

(3) Upon application by an employee, the employer may (subject to subclause (4) of this Agreement), approve of the taking by the employee—

(a) of double the period of long service leave on half pay, in lieu of the period of long service leave entitlement on full pay; or

(b) of half the period of long service leave on double pay, in lieu of the period of long service leave entitlement on full pay; or

(c) of any portion of his/her long service leave entitlement on full pay or double such period on half pay; or half such period on double pay

(d) A full time employee who, during a qualifying period towards an entitlement of long service leave was employed continuously on both a full time and part time basis may elect to take a lesser period of long service leave calculated by converting the part time service to equivalent full time service.

(4) Long service leave may be taken in weekly multiples on full, half or compacted pay provided that where an employees remaining portion of accrued untaken leave entitlement is less than a week such portion may be taken.

(5) Any holiday occurring during the period in which an employee is on long service leave will be treated as part of the long service leave, and extra days in lieu thereof shall not be granted.

(6) Long service leave shall be taken as it falls due at the convenience of the employer but within three years next after becoming entitled thereto: Provided that the employer may approve the accumulation of long service leave not exceeding twenty six weeks.

(7) (a) An employee who;

1. at or before the 1st April 1996 was employed by Laverton and Leonora Health Service, and has completed at least 15 years continuous service within the Western Australian Public Sector; or
2. commenced employment with Laverton and Leonora Health Service after the 1st April 1996, and has completed at least 15 years continuous service within the Western Australian Public Sector Health Industry;

may, by agreement with the employer, take pro-rata long service leave provided that the employee has completed at least three years continuous service with Laverton and Leonora Health Service immediately prior to taking this leave.

(b) An employee who resigns from their employment with Laverton and Leonora Health Service and who;

1. at or before the 1st April 1996 was employed by Laverton and Leonora Health Service, and has completed at least 15 years continuous service within the Western Australian Public Sector; or
2. commenced employment with Laverton and Leonora Health Service after the 1st April 1996, and has completed at least 15 years continuous service within the Western Australian Public Sector Health Industry;

shall, in addition to any accrued long service leave be paid pro-rata long service leave, provided that the employee has completed at least three years continuous service with Laverton and Leonora Health Service immediately prior to his/her resignation.

(8) For the purposes of subclause (7), the Western Australian Public Sector Health Industry shall mean the Minister for Health, the Commissioner of Health and all Public Sector Hospitals, Health Services and Agencies constituted under the Hospitals and Health Services Act 1927.

(9) Where an Employee has been redeployed at the direction of a Western Australian Public Sector Employer, 3 years continuous service for the purposes of subclauses (7) of this Clause shall be calculated including the service with such previous employer or employers.

(10) An employee who resigns having not qualified to be paid pro-rata long service leave in accordance with subclause (8) shall, subject to subclause (12), be entitled to payment for accrued long service leave only.

(11) An employee who is dismissed, shall not be entitled to long service leave or payment for long service leave other than leave that had accrued to the employee prior to the date of the offence for which the employee is dismissed provided that an employee who is dismissed through no fault of his/her own and who having completed at least 15 years continuous service, calculated in accordance with the provisions of this Clause, and having completed at least three years continuous service, calculated in accordance with the provisions of this Clause, with Laverton and Leonora Health Service immediately prior to dismissal shall, in addition to any accrued long service leave be paid pro-rata long service leave.

(12) A lump sum payment for long service leave accrued in accordance with this clause and for pro-rata long service leave shall be made in the following cases—

(a) To an employee who retires at or over the age of fifty-five years or who has retired on the grounds of ill health, provided that no payment shall be made for pro-rata long service leave unless the employee has completed not less than twelve months' continuous service.

(b) To an employee who has retired for any other cause: Provided that no payment shall be made for pro-rata long service leave unless the employee had completed not less than three years' continuous service before the date of his/her retirement.

(c) To the widow or widower of an employee or such other person as may be approved by the employer in the event of the death of an employee: Provided that no payment shall be made for pro-rata long service leave unless the employee had completed not less than twelve months' continuous service prior to the date of his/her death.

(13) A calculation of the amount due for long service leave accrued and for pro-rata long service leave shall be made at the rate of salary of an employee at the date of retirement, resignation or death, whichever applies and no such payment shall exceed the equivalent of twelve months' salary.

(14) Long service leave accrued prior to the issue of the Hospital Salaried Officers Award No. 39 of 1968 shall remain to the credit of each employee.

(15) Subject to the provisions of subclauses (6), (10), (11), (12) and (16) of this clause, the service of an employee shall not be deemed to have been broken—

(a) by resignation, where he/she resigned from the employment of an employer a party to the Award and commenced with another employer a party to the

Award within one working week of the expiration of any period for which payment in lieu of annual leave or holidays has been made by an employer party to the Award from whom he/she resigned or, if no such payment has been made, within one working week of the day on which his/her resignation became effective;

(b) if his/her employment was ended by his/her employer who is party to the Award, for any reason other than misconduct or unsatisfactory service but only if—

(i) the employee resumed employment with an employer party to the Award not later than six months from the day on which his/her employment ended; and

(ii) payment pursuant to subclause (11) of this clause has not been made; or

(c) by any absence approved by the employer as leave whether with or without pay.

(16) The expression "continuous service" in this clause includes any period during which an employee is absent on full pay or part pay, from his/her duties with any employer party to the Award, but does not include—

(a) any cumulative period exceeding two weeks in any one anniversary year during which the employee is absent on leave without pay;

(b) Any service of the employee who resigns or is dismissed, other than service prior to such resignation or to the date of any offence in respect of which the employee is dismissed when such prior service has actually entitled the employee to long service leave, including pro-rata long service leave, under this clause.

(17) Portability

(a) Where an employee was, immediately prior to being employed by Laverton and Leonora Health Service, employed in the service of—

- The Commonwealth of Australia, or
- Any other State Government of Australia, or
- Any Western Australian State public sector or state government employer,

and the period between the date when the employee ceased previous employment and the date of commencing employment by a respondent to this Agreement does not exceed one week, that employee shall be 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 of appointment under the Public Sector Management Act, shall be 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 shall be 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 shall be calculated upon appointment by a respondent to this Agreement in accordance with the provisions of this clause.

(b) Nothing in this clause confers or shall be deemed to confer on any employee previously employed by the Commonwealth or by any other State of Australia any entitlement to a complete period of long service leave that accrued in the employee's favour prior to the date on which the employee commenced with Laverton and Leonora Health Service.

(18) At the request of the employee and with the agreement of the employer, an employee faced with pressing personal needs, may be paid in lieu of taking a portion of long service leave.

18.—SICK LEAVE

This provision replaces subclause (7) of Clause 18.—Sick Leave of the Hospital Salaried Officers Award No. 39 of 1968.

The basis for the cumulative accrual of sick leave shall be—

	Leave On Full Pay Working Days
(a) On date of employment of the employee	5
(b) On completion by the employee of six months' service	5
(c) On completion by the employee of twelve months' service	10
(d) On completion of each additional twelve months' service by the employee	10

Provided that where an employee has accrued sick leave on half days pay prior to the date upon which this Agreement comes into effect those accrued half days shall be converted to the equivalent of full days sick leave and shall remain to the employee's credit until such time as they may be taken.

19.—FAMILY, BEREAVEMENT AND PERSONAL LEAVE

This clause replaces Clause 17.—Short Leave of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Family Leave

(a) In this subclause "family member" means the employee's spouse, defacto spouse, child, step child, parent, step parent. This entitlement will also apply to another person who lives with the employee as a member of the employee's family.

(b) The employee is entitled to use up to 38 hours of his/her personal accrued sick leave to care for an ill family member each year, providing the employee must maintain a minimum of 10 days of sick leave available for personal use in each year. Subject to subclause (e), all family leave taken is deducted from the employee's sick leave entitlement.

(c) Family leave is not cumulative from year to year.

(d) Medical certificate requirements are as per those for Sick Leave under the Award.

(e) Where an employee has insufficient accrued sick leave, by mutual agreement, up to five days of annual leave may be used for the purpose of family leave.

(2) Bereavement Leave

(a) An employee shall on the death of—

(i) the spouse of the employee;

(ii) the child or step-child of the employee;

(iii) the parent or step-parent of the employee;

(iv) the brother, sister, step brother or step sister; or

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

be eligible for up to two (2) days bereavement leave, provided that at the request of an employee the employer may exercise a discretion to grant bereavement leave to an employee in respect of some other person with whom the employee has a special relationship.

(b) The 2 days need not be consecutive.

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

(d) An employee who claims to be entitled to paid leave under paragraph (a) of this subclause is to provide to the employer, if so requested, evidence that would satisfy a reasonable person as to—

(i) the death that is the subject of the leave sought; and

(ii) the relationship of the employee to the deceased person.

(e) An employee requiring more than two days bereavement leave in order to travel overseas in the event of the death overseas of a member of the employees immediate family may, upon providing adequate proof, in addition to any bereavement leave to which the employee is eligible, have immediate access to annual leave and/or accrued long service leave in weekly multiples and/or leave without pay provided all accrued leave is exhausted.

(3) Special Personal Leave

(a) Without Pay

The employer may upon the request of an employee, grant that employee special leave without pay for any special or personal reason.

(b) Use of Annual Leave

The employer may, upon the request of an employee and with sufficient cause being shown, which may in the circumstances be with little notice, grant that employee single days of annual leave for pressing personal emergencies.

20.—ALLOWANCES

(1) Where an employee subject to this Agreement is paid an allowance as provided under the Hospital Salaried Officers Award No. 39 of 1968, which is calculated as a percentage of a salary rate prescribed by that Award, the allowance shall for the life of this Agreement, now be calculated using the salary rates as prescribed at Clause 22.—Salaries of this Agreement.

21.—OVERPAYMENTS

(1) Where an employee is paid for work not subsequently performed or is overpaid in any other manner, the employer is entitled to make adjustment to the subsequent wages or salaries of the employee.

(2) One-off Overpayments

Subject to subclauses (4) and (5), one-off overpayments may be recovered by the employer in the pay period immediately following the pay period in which the overpayment was made, or in the period immediately following the pay period in which it was discovered that overpayment has occurred.

(3) Cumulative Overpayments

Subject to subclauses (4) and (5), cumulative overpayments may be recovered by the employer at a rate agreed between the employer and the employee, provided that the rate at which the overpayment is recovered is not at a lesser rate than the rate at which it was overpaid or $50 per week, depending on which is the lesser amount per pay period.

(4) In exceptional circumstances, other arrangements for the recovery of overpayments may be agreed between the employer and the employee.

(5) the employer is required to notify the employee of their intention to recoup overpayment and to consult with the employee as to the appropriate recovery rate.

22.—SALARIES

This clause replaces Schedule A—Minimum Salaries of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Subject to the provision of Clause 9.—Salaries of the Award and to the provisions of this Clause the minimum annual salaries for employees bound by this Agreement are set in this Clause and shall apply from date of registration until the expiry of this Agreement.

(2) Minimum Salaries are detailed as follows. The rates of pay have been adjusted to reflect the increase in Clause 10 of the Agreement and represent full and final settlement of wage adjustments provided for in this Agreement.

LEVELS	Award Rate + 2 ASNA + 5% + 2% effective prior to date of registration Salary P/Annum	Award Rate + 2 ASNA +5% + 2% + 5% effective from date of registration Salary P/Annum
LEVEL 1		
under 17 years of age	11,654	12,237
17 years of age	13,609	14,289
18 years of age	15,886	16,680
19 years of age	18,387	19,306
20 years of age	20,649	21,681
1st year of full-time equivalent adult service	22,682	23,816
2nd year of full-time equivalent adult service	23,382	24,551
3rd year of full-time equivalent adult service	24,078	25,282
4th year of full-time equivalent adult service	24,772	26,011
LEVEL 2	25,469	26,742
	26,167	27,475
	26,969	28,317
	27,524	28,900
	28,343	29,760
LEVEL 3	29,311	30,777
	30,064	31,567
	30,856	32,399
	32,118	33,724
LEVEL 4	32,779	34,418
	33,770	35,459
	34,788	36,527
	36,235	38,047
LEVEL 5	36,989	38,838
	38,025	39,926
	39,090	41,045
	40,187	42,196
LEVEL 6	42,299	44,414
	43,867	46,060
	46,095	48,400
LEVEL 7	47,287	49,651
	48,797	51,237
	50,362	52,880
LEVEL 8	52,648	55,280
	54,522	57,248
LEVEL 9	57,358	60,226
	59,331	62,298
LEVEL 10	61,491	64,566
	64,966	68,214
LEVEL 11	67,741	71,128
	70,563	74,091
LEVEL 12	74,432	78,154
	77,047	80,899
	80,028	84,029
CLASS 1	84,537	88,764
CLASS 2	89,046	93,498
CLASS 3	93,553	98,231
CLASS 4	98,062	102,965

(a) An employee, who is 21 years of age or older on appointment to a classification equivalent to Level 1, may be appointed to the minimum rate of pay based on years of service, not on age.

(b) A Medical Typist or Medical Secretary shall be paid a medical terminology allowance of $1000 per annum.

For the purposes of this subclause 'Medical Typist' and 'Medical Secretary' shall mean those workers classified on a classification equivalent to Level 1,2, or 3 who spend at least 50% of their time typing from tapes, shorthand, and/or Doctor's notes of case histories, summaries, reports or similar material involving a broad range of medical terminology.

(3) Salaries.—Specified Callings and Other Professionals are detailed as follows. The rates of pay have been adjusted to reflect the increases in Clause 10 of the Agreement, and represent full and final settlement of wage adjustments provided for in this Agreement.

(a) Employees, who possess a relevant tertiary level qualification, or equivalent as agreed between the union and the employers, and who are employed in the callings of Architect, Audiologist, Bio Engineer, Chemist, Dietitian, Engineer, Medical Scientist, Librarian, Occupational Therapist, Physiotherapist, Physicist, Pharmacist, Clinical Psychologist, Psychologist, Research Officer, Scientific Officer, Social Worker, Speech Pathologist, Podiatrist, Medical Imaging Technologist, Nuclear Medicine Technologist, Radiation Therapist, Orthotist, or any other professional calling as agreed between

the Union and employers, shall be entitled to Annual Salaries as follows—

LEVELS	Award Rate + 2 ASNA + 5% + 2% effective prior to date of registration Salary P/Annum	Award Rate + 2 ASNA +5% + 2% + 5% effective from date of registration Salary P/Annum
LEVEL 3/5	29,311	30,777
	30,856	32,399
	32,779	34,418
	34,788	36,527
	38,025	39,926
	40,187	42,196
LEVEL 6	42,299	44,414
	43,867	46,060
	46,095	48,400
LEVEL 7	47,287	49,651
	48,797	51,237
	50,362	52,880
LEVEL 8	52,648	55,280
	54,522	57,248
LEVEL 9	57,358	60,226
	59,331	62,298
LEVEL 10	61,491	64,566
	64,966	68,214
LEVEL 11	67,741	71,128
	70,563	74,091
LEVEL 12	74,432	78,154
	77,047	80,899
	80,028	84,029
CLASS 1	84,537	88,764
CLASS 2	89,046	93,498
CLASS 3	93,553	98,231
CLASS 4	98,062	102,965

(b) Subject to paragraph (d) of this sub clause, on appointment or promotion to the Level 3/5 under this sub clause—

(i) Employees, who have completed an approved three academic year tertiary qualification, relevant to their calling, shall commence at the first year increment;

(ii) Employees, who have completed an approved four academic year tertiary qualification, relevant to their calling, shall commence at the second year increment;

(iii) Employees, who have completed an approved Masters or PhD Degree relevant to their calling shall commence on the third year increment;

Provided that employees who attain a higher tertiary level qualification after appointment shall not be entitled to any advanced progression through the range.

(c) The employer and union shall be responsible for determining the relevant acceptable qualifications for appointment for the callings covered by this sub clause and shall maintain a manual setting out such qualifications.

(d) The employer in allocating levels pursuant to paragraph (b) of this sub clause may determine a commencing salary above Level 3/5 for a particular calling/s.

(4) The following conditions shall apply to employees in the callings detailed below—

Engineers—

Employees employed in the calling of Engineer and who are classified Level 3/5 under this Agreement shall be paid a minimum salary at the rate prescribed for the maximum of Level 3/5 where the employee is an "experienced engineer" as defined.

For the purposes of this paragraph "experienced engineer" shall mean—

(a) An engineer appointed to perform professional engineering duties and who is a Corporate Member of The Institution of Engineers, Australia, or who attains that status during service.

(b) An engineer appointed to perform professional duties who is not a Corporate Member of the Institution of Engineers, Australia but who possesses a degree or diploma from a University, College, or Institution acceptable to the employer on the recommendation of the Institution of Engineers, Australia, and who—

(i) having graduated in a four or five academic year course at a University or Institution recognised by the employer, has had four years experience on professional engineering duties acceptable to the employer since becoming a qualified engineer, or

(ii) not having a University degree but possessing a diploma recognised by the employer, has had five year's experience on professional engineering duties, recognised by the employer since becoming a qualified engineer.

(5) The rates of pay in this Agreement include the first $8.00 per week arbitrated safety net adjustment payable under the December, 1994 State Wage Decision. This first $8.00 per week arbitrated safety net adjustment may be offset to the extent of any wage increase as a result of agreements reached at enterprise level since 1 November, 1991. Increases made 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 arbitrated safety net adjustments.

(6) The rates of pay in this Agreement include the second $8.00 per week arbitrated safety net adjustment payable under the December 1994 State Wage Decision. This second $8.00 per week arbitrated safety net adjustment may be offset to the extent of any wage increase payable since 1 November, 1991, pursuant to enterprise agreements in so far as that wage increase has not previously been used to offset an arbitrated safety net adjustment. Increases made 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 arbitrated safety net adjustments.

(7) The first and second arbitrated safety net increases have, for the purposes of this agreement been offered against past productivity improvements.

(8) The third arbitrated safety net adjustment has been absorbed.

23.—RATIFICATION

The signatories that follow testify to the fact that this Agreement shall come into effect as of the date of registration.

Michael Hartland

(signed by M Hartland)	2/12/97
(Signature)	(Date)

President, for and on behalf of the Hospital Salaried Officers Association of Western Australia (Union of Workers)

Daniel P Hill

(signed by D Hill)	2-12-97
(Signature)	(Date)

Secretary, for and on behalf of the Hospital Salaried Officers Association of Western Australia (Union of Workers)

Terry Dyer

(signed by T Dyer JP)	28-11-97
(Signature)	(Date)

Terry Dyer Chairman for and on behalf of the Laverton and Leonora Health Service Board of Management

ATTACHMENT 1—MODEL FOR IDENTIFYING PRODUCTIVITY INCREASES

The following model is to be used as a guide only and it is expected that it will be modified to meet the needs of Laverton and Leonora Health Service as required.

A Model for Identifying Productivity Increases

The primary focus of Enterprise Bargaining in the workplace will be on best practice, efficiency, effectiveness, competitiveness and cost saving.

Employees to focus on the following areas—

- Productivity Improvements which can be made: Identification of all possibilities for improving productivity through looking at possible changes in what work is done, how the work is done, who does the work, who could better do the work, when the work is done, whether the work should be done (ie.

whether a particular task can be performed less often and still achieve a satisfactory output) possibilities for multi-skilling and opportunities to reduce costs (including financial costs) and reduce waste.

- Barriers to Productivity Improvements: Identification of any significant barriers to improving productivity, such as, need for training, need for equipment, problems with computer programs, demarcation problems and arguments about who should do what, award constraints, information or guidelines problems, problems in regard to supervision, whether too much or not enough, or of poor quality, opportunities and barriers to self management, physical barriers such as the location of various functions which interact with each other and barriers to communication.

Employers, in consultation with their Employees, to focus on all of the above plus macro issues impacting on productivity—

- Structural Matters: Management may need to look at the structures within which the work is done and how they can be improved upon.
- Management Style: Management style and its appropriateness may need to be examined at both an organisational and departmental level.
- Best Practice, Benchmarking, Continuous Improvement and New Opportunities: Initiatives in these areas will in general need to be initiated by management. This is an important area given that one of its outcomes should be improved competitiveness.

  Where barriers to competitiveness beyond the control of the employer/health service are identified, these should be drawn to the attention of the Health Department so that they can be addressed on an industry basis.
- Culture and Environment: Management culture and organisational culture may need to be examined in light of the overall direction of health management and where appropriate programs and training be introduced to address any identified problems.

Quality of Employment—Issues to be Examined by Both Employees and Employers—

This area does not necessarily impact on productivity, as such, but may have a positive impact financially and/or an improvement in the non-wage rewards of employment and is therefore a very valuable, win-win, area for both employees and employers. Matters to be examined under this heading include, but are not confined to—

- Occupational Health and Safety
- Unplanned Absences
- Health and Welfare of the Workforce
- Family needs and other demands on workers: better ways to accommodate and acknowledge these without losing focus on the main objectives in regard to responsibility for service to the employer.
- Use of Leave
- Equal Opportunity
- Career paths, including access to special project work, providing opportunities for development and recognition
- Employee Recognition, through feedback, support, acknowledgment, enablement, empowerment, consultation and non-financial rewards
- Training and Development
- Equity Issues

HOSPITAL SALARIED OFFICERS MURCHISON HEALTH SERVICE ENTERPRISE BARGAINING AGREEMENT 1997.
No. PSA AG 26 of 1997.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Murchison Health Service

and

Hospital Salaried Officers Association of Western Australia (Union of Workers)

No. PSA AG 26 of 1997.

16 December 1997.

Order.

REGISTRATION OF AN INDUSTRIAL AGREEMENT.

No. PSA AG 26 of 1997.

HAVING heard Ms H. Harvey on behalf of the first named party and Mr C. Panizza on behalf of the second named party; and

WHEREAS an agreement has been presented to the Public Service Arbitrator for registration as an Industrial Agreement; and

WHEREAS the Public Service Arbitrator is satisfied that the aforementioned agreement complies with s.41A, s.49A and s.49B of the Industrial Relations Act, 1979;

NOW THEREFORE the Public Service Arbitrator, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement titled the Hospital Salaried Officers Murchison Health Service Enterprise Bargaining Agreement 1997, filed in the Commission on 3 December 1997, signed by me for identification, be and is hereby registered as an Industrial Agreement.

(Sgd.) C. B. PARKS,
[L.S.] Public Service Arbitrator.

AGREEMENT

1.—TITLE

This Agreement shall be titled the Hospital Salaried Officers Murchison Health Service Enterprise Bargaining Agreement 1997.

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Purpose of Agreement
4. Application and Parties Bound
5. Term of Agreement
6. No Extra Claims
7. Objectives, Principles and Commitments
8. Framework and Principles for further Productivity Bargaining
9. Awards, Agreements and Workplace Agreements
10. Rates of Pay and their Adjustment
11. Resources for Productivity Negotiations
12. Dispute Avoidance and Settlement Procedures
13. Hours
14. Part-Time Employees
15. Medical Imaging Technologists
16. Public Holidays
17. Long Service Leave
18. Sick Leave
19. Family, Bereavement and Personal Leave
20. Allowances
21. Overpayments
22. Salaries
23. Ratification

ATTACHMENT 1 Model for Identifying Productivity Increases

3.—PURPOSE OF AGREEMENT

(1) This Agreement aims to achieve improvements in productivity and efficiency and the enhanced performance of Murchison Health Service along with allowing the benefits from those improvements to be shared by employees, Murchison Health Service and the Government on behalf of the Community.

(2) This Agreement places priority on the parties at Murchison Health Service taking responsibility for their own labour relations affairs and reaching agreement on issues appropriate to Murchison Health Service.

(3) This Agreement is entered into in accordance with the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996.

4.—APPLICATION AND PARTIES BOUND

(1) This agreement applies to the Hospital Salaried Officers Association of Western Australia (Union of Workers) (HSOA), the Employees covered by the HSOA's Public Sector Awards employed by the Board of Management of Murchison Health Service, (hereinafter referred to as Murchison Health Service) subject to the extent to which it employs employees covered by the Hospital Salaried Officers Award No. 39 of 1968.

(2) The estimated number of employees bound by this Agreement at the time of registration is 7 employees.

(3) This Agreement shall be read in conjunction with the Hospital Salaried Officers Award No. 39 of 1968 (hereafter referred to as the Award) and shall replace the provisions of that Award where expressly stated herein.

(4) This Agreement replaces the Hospital Salaried Officers Cue Nursing Post Enterprise Bargaining Agreement No PSA AG28 of 1996, Sandstone Nursing Post Enterprise Bargaining Agreement No PSAAG95 of 1996, Mt Magnet Health Centre Enterprise Bargaining Agreement No PSA AG70 of 1996 and Meekatharra District Hospital Enterprise Bargaining Agreement No PSA AG64 of 1996.

5.—TERM OF AGREEMENT

(1) This Agreement shall operate from the date of Registration until 31 December 1997, provided that this Agreement, including allowances and salaries, may be varied or replaced prior to its expiry in order to implement any agreement arising out of this Agreement or the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996.

(2) The parties to this Agreement agree to re-open negotiations forthwith.

6.—NO EXTRA CLAIMS

(1) Subject to the agreed award consolidation and the mandatory core items for the first salary increase as outlined in Clause 13(1) of the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996, this Agreement is in settlement of Application Number P59/94.

(2) For the life of this Agreement or any agreement replacing this Agreement, the Hospital Salaried Officers Association shall make no further claims at Industry or Health Service level for productivity improvements which occurred prior to 1 January 1997.

7.—OBJECTIVES, PRINCIPLES AND COMMITMENTS

(1) The parties agree that the objectives of this Agreement are to—

(a) improve the productivity and efficiency of Murchison Health Service;

(b) facilitate greater decentralisation and flexibility in negotiating employment conditions and work arrangements at Murchison Health Service;

(c) ensure high quality patient services in a safe, healthy and equitable work environment;

(d) ensure high quality of employment and jobs; and

(e) provide a pathway to providing a wage increase to employees based upon the achievement of improved productivity and efficiency.

(2) By—

(a) ensuring that gains achieved through agreed improved productivity and changes in workplace culture are shared by employees, Murchison Health Service and its clients and the Government on behalf of the community;

(b) ensuring that Murchison Health Service operates in a manner consistent with the principles outlined in Section 7 of the Public Sector Management Act;

(c) developing and pursuing changes on a co-operative basis; and

(d) ensuring that Murchison Health Service operates as effectively, efficiently and competitively as possible.

(3) The Hospital Salaried Officers Association and Murchison Health Service, Management and Employees bound by this Agreement are committed to—

(a) Support and actively contribute to health service continuous quality improvement, including best practice, where best practice—

(i) is simply the best way of doing things;

(ii) is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to health service issues;

(iii) practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues;

(iv) is outcome rather than simply activity based;

(v) provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used;

(vi) depends on effective training, empowerment and participation of both management and employees to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process; and

(vii) are to be based on the following principles—

- customer/patient focus
- management commitment
- employee participation
- leadership
- information analysis
- policies and plans
- appropriate standards
- hospital/health service performance
- cost effectiveness
- working smarter

(b) Support the clinical, teaching, research and organisation goals of the health service and contribute to the achievement of those goals as active members of the health service community.

(c) Support and actively contribute to the achievement and/or maintenance of ACHS Accreditation.

(d) Actively contribute to the achievement of health service budgets.

(e) Assist with achieving Health department defined waiting list priorities and day surgery targets.

(f) Co-operate with the development and implementation of strategies to achieve length of stay targets.

(g) Participate in a Multidisciplinary approach to patient care.

(h) The principles of public sector administration, in particular to the principles contained in Sections 7., 8. and 9. of the Public Sector Management Act 1994.

In addition, Murchison Health Service is committed to facilitating and encouraging the participation and commitment of employees.

8.—FRAMEWORK AND PRINCIPLES FOR FURTHER PRODUCTIVITY BARGAINING

(1) (a) Following the receipt of a request from the HSOA to negotiate an amendment to this Agreement with Murchison

Health Service, a representative from Murchison Health Service will meet with a representative from the HSOA to discuss the request as soon as practicable but in any event within five working days of the receipt of the request.

These discussions should include process issues such as what sort of bargaining mechanism will be established, what consultative process can be used or needs to be put in place, possible initiatives to be considered and the time frame.

Negotiations will be conducted in a manner and time frame agreed by the parties to this Agreement.

(b) The negotiations should occur on the basis of a broad agenda of initiatives designed to improve efficiency, effectiveness, productivity, patient care and flexibility within Murchison Health Service.

(c) The agenda should include but not be limited to—

(i) changes in work organisation, job design and working patterns and arrangements;

(ii) examination of terms and conditions of employment to ensure they are suited to Murchison Health Service's operational requirements;

(iii) identification and implementation of best practice across all areas of service delivery;

(iv) (i), (ii) and (iii) can be achieved by means including but not limited to;

(aa) new training and skills development programs as and where required;

(bb) the optimum use of human and capital resources including new technology;

(cc) quality assurance and continuous improvement programs;

(dd) having due regard to operational requirements, allowing sufficient flexibility to enable employees to meet their family responsibilities; and

(ee) active occupational health and safety risk reduction, training and rehabilitation programs.

(2) In negotiating further salary increases in return for productivity improvements, the parties should ensure that the following issues have been addressed and/or applied—

(a) Productivity Improvements

Productivity improvements are changes which increase the efficiency and effectiveness of Murchison Health Service in meeting its agreed and contracted service programs and outcomes. Productivity improvements may be related to work practices or arrangements. They may be things which go to minimise the cost of what is done, to the way things are done, to when they are done, to the quality of what is done or to improve the ability of the provider to meet patient and customer needs. They may or may not require changes from Award conditions.

Without limiting any of the above, in practice, the primary focus of Enterprise Bargaining in the workplace is likely to be on best practice, efficiency, effectiveness, competitiveness, cost savings, and quality of employment.

(b) Sharing Gains from Productivity Improvement

The parties accept that there is no precise formula for the sharing of gains from productivity improvements, but in any agreement, in addition to employee benefits, there must be a clear and specific return to Murchison Health Service and/or the Government. Productivity improvements may be related to work practices or arrangements, subject to acceptance that where capital expenditure requires changes in work methods and/or the number of employees and the changes are of a nature that enhances the investment, it shall qualify as a productivity improvement, provided that there is a net quantifiable benefit to Murchison Health Service.

Any agreement reached should not rely primarily on improvements which are merely the result of new technology or financial reforms or other such initiatives. For example; in the case of capital investment (technology), changes arising from capital expenditure for which Murchison Health Service takes the risk and which require a reasonable return on the funds invested, do not necessarily count as a productivity improvement.

The treatment of improved efficiency arising from major capital expenditure is to be agreed by Murchison Health Service and the HSOA and shall take into account factors such as the cost of capital.

Where employees repackage or exchange employment conditions, all or most of the saving or productivity improvement made by Murchison Health Service can be returned to the employees.

(c) Identifying Productivity Increases

To assist in such a review a model for identifying productivity increases is contained in Attachment 5 of the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996. The model is included as a guide only and it is expected that it will be modified to meet the needs of Murchison Health Service as required.

(d) Quantum and Timing of Increases

The aggregate productivity gains negotiated at Murchison Health Service could result in increases greater than the targeted amount, however there are practical limits on how much can be paid and when the increases can be paid for specific operational improvements.

9.—AWARDS, AGREEMENTS AND WORKPLACE AGREEMENTS

(1) Relationship Between Agreements and Awards

Consistent with the Industrial Relations Act 1979 and the State Wage Principles, this Agreement shall provide the whole of the employees' wage increases for the life of the Agreement.

(2) Subject to the Industrial Relations Act 1979 and the State Wage Principles, the parties reserve their rights to seek to amend this Agreement to provide for further salary increases in return for productivity improvements at the Health Service.

(3) Choice between this Agreement and Workplace Agreements

(a) The parties accept that Employees will be given an informed and free choice between this Agreement and Workplace Agreements;

(b) To facilitate the making of an informed and free choice—

(i) Employees who are to be offered a choice between this Agreement and a workplace agreement may only be required to indicate their choice after the employee has been offered the position.

(ii) Where an employee has been offered a choice the employee shall have a minimum of seven days in which to decide which alternative to take, provided that where it is necessary to fill a position within a period of less than seven days or where an employer agrees to an employee commencing within a period of less than seven days, the employee shall have up to the date of formal acceptance.

(iii) The employee shall be provided with—

(aa) a copy of an agreed summary of this Agreement; and

(bb) a copy of a summary of the Workplace Agreement.

(iv) At the request of an employee, the employee shall be provided with;

(aa) access to a copy of this Agreement and the Workplace Agreement;

(bb) any other relevant documentation, such as information on salary packaging; and

(cc) information on where they can obtain further advice and on how to contact the Union.

For its part, the Union undertakes to advise all employees on the matter of choice whether or not they are members of the Union.

(c) If agreement on any aspect of this clause is not able to be reached the dispute settlement procedure set out in Clause 12 of this Agreement is to be followed.

(4) By agreement between the employer and the employee, an employee who has signed a Workplace Agreement prior to the registration of this S.41 Industrial Agreement can re-visit the Workplace Agreement in light of this Agreement.

(5) All staff transferred or redeployed to Murchison Health Service from within the Public Sector or within the Government Health Industry may be offered the choice of a Workplace Agreement or this Agreement subject to the discretion of Murchison Health Service.

(6) All promotional positions and new staff recruited by Murchison Health Service from outside the Public Sector may be provided with the choice of a Workplace Agreement or S41 Industrial Agreement, subject to the discretion of Murchison Health Service.

(7) In the exercising of the discretion to only offer a Workplace Agreement under subclauses (5) and (6) of this clause, Murchison Health Service shall ensure that the decision to only offer a Workplace Agreement is made for legitimate operational reasons. In exercising their discretion to only offer a Workplace Agreement, Murchison Health Service is to liaise with the HSOA to ensure it is not done to circumvent the option of choice.

10.—RATES OF PAY AND THEIR ADJUSTMENT

Pursuant to the replacement of agreement nos PSA AG28 of 1996, 95 of 1996, 70 of 1996 and 64 of 1996, this agreement provides for a 5% salary increase effective from the date of registration of the agreement.

11.—RESOURCES FOR PRODUCTIVITY NEGOTIATIONS

(1) It is recognised that enterprise bargaining places considerable obligations upon the parties at Murchison Health Service.

(2) (a) To assist in meeting these obligations, Murchison Health Service will assist by providing appropriate resources having regard to the operational requirements of Murchison Health Service and resource requirements associated with developing amendments to this Agreement aimed at achieving further salary increases in return for productivity improvements;

(b) It is accepted that employees of Murchison Health Service who are involved in the enterprise bargaining process will be allowed reasonable paid time to fulfil their responsibilities in this process;

(c) Access to resources shall be negotiated with Murchison Health Service and shall not unreasonably affect the operation of Murchison Health Service;

(d) Any paid time or resources shall be provided in a manner suitable to both parties and to enable negotiations to occur and to assist in the achievement of agreement.

(e) The parties accept that the process of bargaining in good faith includes disclosing relevant information, as appropriate for the purposes of the negotiations and confidentiality and privacy in the negotiation process will be respected at all times.

(f) The parties accept that on occasions the nature of certain information may prejudice a party's position or not assist in the resolution of the matter. Subject to the rights of the parties to invoke Clause 12.—Dispute Avoidance and Settlement Procedures of this Agreement, a decision on whether or not to exchange or divulge information will be a matter for the relevant party to decide, provided that information shall not be unreasonably withheld;

(g) Where information of a commercial or sensitive nature is exchanged, the parties agree not to use or divulge that information outside of the negotiating forums.

(3) No officer or employee will be discriminated against as a result of activities conducted in accordance with this clause.

12.—DISPUTE AVOIDANCE AND SETTLEMENT PROCEDURES

(1) The objective of this Clause is to provide a set of procedures for dealing with any questions disputes or difficulties arising under this Agreement and for dealing with any questions, dispute or difficulty between the parties during negotiations for amendments to this Agreement.

(2) Subject to the Public Sector Management Act 1994, in the event of any question, dispute or difficulty between the parties as to the application of Government policy and the Wage Principles and/or their effect upon this Agreement, the Health Department and/or the Department of Productivity and Labour Relations (DOPLAR) are to provide advice to Murchison Health Service in an attempt to resolve the matter.

(3) Subject to the Public Sector Management Act 1994, in the event of any question, dispute or difficulty arising under this Agreement, the following procedures shall apply, provided that nothing in these procedures shall prevent the Secretary of the HSOA (or his/her nominee) from intervening to assist in the process—

(a) The matter is to be discussed between the HSOA employee representative and the employer representative and an attempt made to resolve the matter;

(b) If the matter is unable to be resolved through discussions between the HSOA employee representative and the Murchison Health Service representative, the matter is to be discussed between the employee representative and the Chief Executive Officer of Murchison Health Service or his/her nominee, as soon as practicable but within five working days. Notification of any question, dispute or difficulty may be made verbally and/or in writing;

(c) The parties may individually or collectively seek advice from any appropriate organisation or person in an attempt to resolve the matter;

(d) If the matter is not resolved within five working days of the date of notification in (b) hereof, either party may notify the Secretary of the HSOA (or his/her nominee), or the Chief Executive Officer of Murchison Health Service (or his/her nominee) of the existence of a dispute or disagreement;

(e) The Secretary of the HSOA (or his/her nominee) and the Chief Executive Officer of Murchison Health Service (or his/her nominee) shall confer on the matters notified by the parties within five working days and—

(i) where there is agreement on the matters in dispute the parties shall be advised within two working days;

(ii) where there is disagreement on any matter it may be submitted to the Western Australian Industrial Relation Commission.

(4) Where any matter is referred to the Western Australian Industrial Relations Commission and the matter is not resolved by conciliation, then the matter remaining in dispute may be resolved by arbitration in accordance with the provisions of the Industrial Relations Act 1979 and the State Wage Principles.

13.—HOURS

This clause replaces Clause 13.—Hours of the Hospital Salaried Officers Award No. 39 of 1968.

(1) (a) The ordinary hours of work shall be an average of thirty eight per week and shall be worked by one of the following arrangements—

(i) Ordinary hours of work of thirty eight per week;

(ii) Flexitime roster covering a settlement period of four weeks;

(iii) Actual hours of seventy six over nine days with the tenth day to be taken as a paid rostered day off;

(iv) Such other arrangements as are agreed between the employer and employee. Provided that proposed hours of duty where set outside the terms of this Agreement shall be subject to ratification of the WA Industrial Commission.

(v) In addition to the above arrangements, where the employee and the employer so agree in writing, shifts of not more than 12 hours may be worked.

(b) Subject to the following, where the employer and an employee or group of employees agree in writing, shifts of up to 12 hours may be worked provided the average normal hours

worked in a shift cycle or settlement period does not exceed 76 per fortnight.

(i) While recognising that in the course of an averaging process there may be some individual variances, the terms and conditions of the shift agreement shall on balance be no less favourable than those prescribed by this Agreement;

(ii) The period of the shift cycle or settlement period over which the arrangement may extend shall be clearly defined;

(iii) The arrangement shall allow for a minimum of one clear day off in each 7 days;

(iv) The arrangement may allow for additional time off in lieu of penalty rates;

(v) The arrangement may allow for salary averaging of regular penalties and allowances including penalties for working on a public holiday;

(vi) Any proposed arrangement or agreement which extends beyond these parameters must be referred to the Industrial Relations Commission for ratification.

(c) Where the employer has made a definite decision to introduce changes to shift rosters or employees' ordinary hours, the employer shall notify the employees who may be affected by the proposed changes and the Union as soon as the decision has been made and before the changes are to be introduced. Discussion with the employees and union shall occur consistent with the Introduction of Change clause of the Hospital Salaried Officers Award No. 39 of 1968.

(d) The operation of working arrangements prescribed in paragraph (a) above, shall be consistent with the working arrangements prescribed in this clause.

(2) Ordinary Hours

Subject to the Award clauses other than those expressly replaced by this Agreement, the spread of ordinary hours will be from 6.00am to 6.00pm Monday to Friday inclusive with a meal break of not less than 30 minutes nor more than 60 minutes to be taken between 12.00noon and 2.00pm, provided that an employee may with prior approval of their supervisor be allowed to extend the meal break beyond 60 minutes to a maximum of 90 minutes.

(3) Other Working Arrangements

(a) The ordinary hours of duty observed may be varied in accordance with subclause (1)(a)(iv) so as to make provisions for—

(i) the attendance of employees for duty on a Saturday, Sunday, or Public Holidays.

(ii) the performance of shift work including work on Saturdays, Sundays or Public Holidays; and

(iii) the nature of the duties of an employee or class of employees in fulfilling the responsibilities of their office.

provided that where the hours of duty are so varied an employee shall not be required to work more than five hours continuously without a break unless agreed in writing between the employee and the employer.

(b) Notwithstanding the above, where it is considered necessary to provide a more economic operation, the employer may authorise the operation of alternative working arrangements in the hospital/health service, or any branch or section thereof.

The continuing operation of any alternative working arrangements, so approved, will depend on the employer being satisfied that the efficient functioning of the hospital/health service is being enhanced by its operation.

Such alternative working arrangements shall be in accordance with subclause (1)(a)and (d).

(4) Flexitime Arrangements

(a) Flexitime Roster

(i) The authorisation of a flexitime roster shall be the responsibility of the employer. The roster will indicate the minimum staffing and any other requirements in respect to starting and finishing times, lunch break coverage and flexileave.

(ii) The roster shall cover a settlement period of four weeks and shall be made available to all affected employees no later than three days prior to the settlement period commencing.

(iii) The roster shall be prepared in consultation with the affected employees, subject to the employer retaining the right to determine arrangements to suit the operational needs of the department.

(iv) Subject to four weeks notice being given to affected employees, the employer may withdraw authorisation of a flexitime roster.

(b) Hours of Duty

(i) The ordinary hours of duty may be an average of 7 hours 36 minutes per day which may be worked with flexible commencement and finishing times in accordance with the provisions of this subclause, provided that the required hours of duty for each four week settlement period shall be 152 hours.

(ii) For the purpose of leave and Public Holidays, a day shall be credited as 7 hours 36 minutes.

(c) Flexitime Periods

Within the constraints of the prepared roster and subject to the concurrence of the supervisor, employees may select their own starting and finishing times within the following periods—

6.00 am to 9.30 am
11.00 am to 2.30 pm (Minimum half an hour break)
3.30 pm to 6.00 pm

(d) Core Periods

Core periods may be set by agreement between the employer and the employee.

(e) Lunch Break

(i) An employee shall be allowed to extend the meal break between 11 am and 2.30 pm of not less than 30 minutes but not exceeding 60 minutes except as provided below.

(ii) An employee may be allowed to extend the meal break beyond 60 minutes to a maximum of 90 minutes. Such an extension is subject to prior approval of the employee's supervisor.

(f) Flexileave

(i) Within the constraints of the prepared roster and subject to the prior approval of the supervisor, an employee may be allowed a maximum of two full days or any combination of half days and full days that does not in total exceed two days in any one settlement period.

(ii) Approval to take flexileave is subject to the employee having accrued sufficient credit hours to cover the absence prior to taking the leave. In exceptional circumstances and with the approval of the employer, flexileave may be taken before accrual subject to such conditions as the employer may impose.

(g) Settlement Period

(i) For recording time worked, there shall be a settlement period which shall consist of four weeks.

(ii) The settlement period shall commence at the beginning of a pay period.

(iii) The required hours of duty for a settlement period shall be 152 hours.

(h) Credit Hours

(i) Credit hours in excess of the required 152 hours to a maximum of 7 hours 36 minutes are permitted at the end of each settlement period. Such credit hours shall be carried forward to the next settlement period.

(ii) Credit hours in excess of 7 hours 36 minutes at the end of a settlement period shall be lost.

(iii) Credit hours at any point within the settlement period shall not exceed 20 hours.

(i) Debit Hours

(i) Debit hours below the required 152 hours to a maximum of 4 hours are permitted at the end of each settlement period.

Such debit hours shall be carried forward to the next settlement period.

(ii) For debit hours in excess of 4 hours, an employee shall be required to take leave without pay for the period necessary to reduce debit hours to those specified in subparagraph (i) of this subclause.

(iii) Employees having excessive debit hours may be required to work standard working hours in addition to not being paid for the number of hours in excess of the debit hours permitted at the end of each settlement period.

(j) Maximum Daily Working Hours

Subject to subclause (1)(b), a maximum of 10 hours may be worked in any one day.

(k) Study Leave

Where study leave has been approved by the employer, credits will be given for education commitments falling within the ordinary hours of duty and for which "time off" is necessary to allow for attendance at formal classes.

(l) Overtime

(i) Employees receiving at least one day's prior notice of overtime shall be required to work the ordinary hours of duty determined by the employer under subclause (1) of this clause.

(ii) Where an employee is required to work overtime at the conclusion of a day with less than one day's notice, and

(aa) where the employee has at the commencement of that day 2 hours or more flexitime credits, the employee shall be paid overtime after 5 hours work on that day, or for time worked after 3.30 pm, whichever is the later, or

(bb) where that employee has commenced duty prior to 8.30 am and has, at the commencement of that day, less than 2 hours flexitime credits, the employee shall be paid overtime, for time worked after the completion of ordinary hours of duty or after working 7 hours 36 minutes on that day, whichever is the earlier, or

(cc) where that employee has commenced work after 8.30 am and has, at the commencement of that day, less than 2 hours flexitime credits, the employee shall be paid overtime for time worked after 5.30 pm or after working 7 hours 36 minutes, on that day whichever is the earlier.

(iii) Where an employee is required to work overtime at the beginning of a day with less than one day's notice, that employee shall be paid overtime for any time worked prior to the commencing time for ordinary hours of duty determined by the employer under subclause (1) of this clause.

(5) Nine Day Fortnight

(a) Hours of Duty

(i) The employer may authorise the operation of a nine day fortnight where the ordinary hours of duty of 76 hours a fortnight are worked over nine days of the fortnight, exclusive of work performed on Saturday, Sunday and the special rostered day off, with each day consisting of 8 hours and 27 minutes.

(ii) The employer shall determine employees' commencing and finishing times between the spread of 6.00 am and 6.00 pm, in order to ensure that departmental requirements are met on each day.

(b) Lunch Break

A meal break shall be allowed and taken in accordance with the standard provisions of this clause.

(c) Special Rostered Day Off

Each employee shall be allowed one special rostered day off each fortnight in accordance with a roster prepared by management showing days and hours of duty and special rostered days off for each employee.

(d) Leave and Public Holidays.

For the purposes of leave and Public Holidays, a day shall be credited as 8 hours 27 minutes notwithstanding the following—

(i) When a Public Holiday falls on an employee's special rostered day off the employee shall be granted a day in lieu of the holiday prior to the conclusion of the current fortnight.

(ii) For a Public Holiday occurring during a period of annual leave, an additional day will be added to the period of leave irrespective of whether it falls on a rostered work day or special rostered day off.

(iii) A four week annual leave entitlement is equivalent to 152 hours, the equivalent to eighteen rostered working days of 8 hours 27 minutes, and two special rostered days off.

(iv) An employee who is sick on a special rostered day off will not be granted sick leave for that day, and will not be credited with an additional day off in lieu.

(e) Overtime

The provisions of the relevant overtime clause, shall apply for work performed prior to an employee's nominated starting time and after an employee's nominated ceasing time in accordance with subparagraph (a)(ii) and on an employee's special rostered day off.

(f) Study Leave

Credits for Study Leave will be given for educational commitments falling due between and employee's nominated starting and finishing times.

14.—PART-TIME EMPLOYEES

To be read in conjunction with Clause 34.—Part-time Employees of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Part-time workers aged 21 years or more shall be paid at a rate pro-rata to the rate prescribed for the class of work for which they are engaged in the proportion to which their fortnightly hours bear to 76 hours per fortnight.

(2) When a part-time worker as defined by the Hospital Salaried Officers Award No. 39 of 1968, commences employment on or after the 1 July 1996, he/she shall accrue service towards progression onto subsequent salary increments within a salary level, on a pro-rata basis of the number of hours worked to full time hours.

(3) Provided that relevant prior service and experience shall be taken into account when determining at what increment within a specified salary level a part-time employee is appointed.

15.—MEDICAL IMAGING TECHNOLOGISTS

This provision replaces Clause 12. of the Hospital Salaried Officers Award No. 39 of 1968.

Notwithstanding anything contained elsewhere in this Agreement or in the Hospital Salaried Officers Award No. 39 of 1968, Medical Imaging Technologists who were prior to this Agreement employed on a thirty-five hour and four week annual leave basis shall as a result of the registration of this Agreement, be employed on a thirty-five and a half (35.5) hour week and four week annual leave basis.

16.—PUBLIC HOLIDAYS

This provision replaces subclause 16(1)(a) of the Hospital Salaried Officers Award No. 39 of 1968.

(1) The following days or the days observed in lieu thereof shall subject as hereinafter provided, be allowed as holidays without deduction of pay, namely New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties in lieu of any of the days named in this subclause.

(2) With effect from 1 April 1996 employees covered by this Agreement shall not be eligible to receive the two floating holidays otherwise provided for by Operational Instruction 657/95 and Circular to Ministers No. 1 of 1994 issued by the Office of The Premier. Provided that the holiday employees become eligible to receive on 2 January 1996 may be taken in

accordance with the above mentioned Circular before 1 January 1997.

17.—LONG SERVICE LEAVE

This clause replaces Clause 19. Long Service Leave of the Hospital Salaried Officers Award No. 39 of 1968 with effect from 1st April 1996.

(1) An employee shall be entitled to thirteen weeks paid long service leave on the completion of ten years of continuous service and an additional thirteen weeks paid long service leave for each subsequent period of ten years of continuous service completed by the employee.

(2) Notwithstanding subclause (1), an employee in employment with an employer respondent to the Hospital Salaried Officers Award N0. 39 of 1968 at the time of the inception of this agreement shall retain the proportion of long service leave accrued at the rate provided by the Award at that time and accrue the balance at the ten year rate.

(3) Upon application by an employee, the employer may (subject to subclause (4) of this Agreement), approve of the taking by the employee—

(a) of double the period of long service leave on half pay, in lieu of the period of long service leave entitlement on full pay; or

(b) of half the period of long service leave on double pay, in lieu of the period of long service leave entitlement on full pay; or

(c) of any portion of his/her long service leave entitlement on full pay or double such period on half pay; or half such period on double pay

(d) A full time employee who, during a qualifying period towards an entitlement of long service leave was employed continuously on both a full time and part time basis may elect to take a lesser period of long service leave calculated by converting the part time service to equivalent full time service.

(4) Long service leave may be taken in weekly multiples on full, half or compacted pay provided that where an employees remaining portion of accrued untaken leave entitlement is less than a week such portion may be taken.

(5) Any holiday occurring during the period in which an employee is on long service leave will be treated as part of the long service leave, and extra days in lieu thereof shall not be granted.

(6) Long service leave shall be taken as it falls due at the convenience of the employer but within three years next after becoming entitled thereto: Provided that the employer may approve the accumulation of long service leave not exceeding twenty six weeks.

(7) (a) An employee who;

1. at or before the 1st April 1996 was employed by Murchison Health Service, and has completed at least 15 years continuous service within the Western Australian Public Sector; or
2. commenced employment with Murchison Health Service after the 1st April 1996, and has completed at least 15 years continuous service within the Western Australian Public Sector Health Industry;

may, by agreement with the employer, take pro-rata long service leave provided that the employee has completed at least three years continuous service with Murchison Health Service immediately prior to taking this leave.

(b) An employee who resigns from their employment with Murchison Health Service and who;

1. at or before the 1st April 1996 was employed by Murchison Health Service, and has completed at least 15 years continuous service within the Western Australian Public Sector; or
2. commenced employment with Murchison Health Service after the 1st April 1996, and has completed at least 15 years continuous service within the Western Australian Public Sector Health Industry;

shall, in addition to any accrued long service leave be paid pro-rata long service leave, provided that the employee has completed at least three years continuous service with Murchison Health Service immediately prior to his/her resignation.

(8) For the purposes of subclause (7), the Western Australian Public Sector Health Industry shall mean the Minister for Health, the Commissioner of Health and all Public Sector Hospitals, Health Services and Agencies constituted under the Hospitals and Health Services Act 1927.

(9) Where an Employee has been redeployed at the direction of a Western Australian Public Sector Employer, 3 years continuous service for the purposes of subclauses (7) of this Clause shall be calculated including the service with such previous employer or employers.

(10) An employee who resigns having not qualified to be paid pro-rata long service leave in accordance with subclause (8) shall, subject to subclause (12), be entitled to payment for accrued long service leave only.

(11) An employee who is dismissed, shall not be entitled to long service leave or payment for long service leave other than leave that had accrued to the employee prior to the date of the offence for which the employee is dismissed provided that an employee who is dismissed through no fault of his/her own and who having completed at least 15 years continuous service, calculated in accordance with the provisions of this Clause, and having completed at least three years continuous service, calculated in accordance with the provisions of this Clause, with Murchison Health Service immediately prior to dismissal shall, in addition to any accrued long service leave be paid pro-rata long service leave.

(12) A lump sum payment for long service leave accrued in accordance with this clause and for pro-rata long service leave shall be made in the following cases—

(a) To an employee who retires at or over the age of fifty-five years or who has retired on the grounds of ill health, provided that no payment shall be made for pro-rata long service leave unless the employee has completed not less than twelve months' continuous service.

(b) To an employee who has retired for any other cause: Provided that no payment shall be made for pro-rata long service leave unless the employee had completed not less than three years' continuous service before the date of his/her retirement.

(c) To the widow or widower of an employee or such other person as may be approved by the employer in the event of the death of an employee: Provided that no payment shall be made for pro-rata long service leave unless the employee had completed not less than twelve months' continuous service prior to the date of his/her death.

(13) A calculation of the amount due for long service leave accrued and for pro-rata long service leave shall be made at the rate of salary of an employee at the date of retirement, resignation or death, whichever applies and no such payment shall exceed the equivalent of twelve months' salary.

(14) Long service leave accrued prior to the issue of the Hospital Salaried Officers Award No. 39 of 1968 shall remain to the credit of each employee.

(15) Subject to the provisions of subclauses (6), (10), (11), (12) and (16) of this clause, the service of an employee shall not be deemed to have been broken—

(a) by resignation, where he/she resigned from the employment of an employer a party to the Award and commenced with another employer a party to the Award within one working week of the expiration of any period for which payment in lieu of annual leave or holidays has been made by an employer party to the Award from whom he/she resigned or, if no such payment has been made, within one working week of the day on which his/her resignation became effective;

(b) if his/her employment was ended by his/her employer who is party to the Award, for any reason other than misconduct or unsatisfactory service but only if—

(i) the employee resumed employment with an employer party to the Award not later than six months from the day on which his/her employment ended; and

(ii) payment pursuant to subclause (11) of this clause has not been made; or

(c) by any absence approved by the employer as leave whether with or without pay.

(16) The expression "continuous service" in this clause includes any period during which an employee is absent on full pay or part pay, from his/her duties with any employer party to the Award, but does not include—

(a) any cumulative period exceeding two weeks in any one anniversary year during which the employee is absent on leave without pay;

(b) Any service of the employee who resigns or is dismissed, other than service prior to such resignation or to the date of any offence in respect of which the employee is dismissed when such prior service has actually entitled the employee to long service leave, including pro-rata long service leave, under this clause.

(17) Portability

(a) Where an employee was, immediately prior to being employed by Murchison Health Service, employed in the service of—

- The Commonwealth of Australia, or
- Any other State Government of Australia, or
- Any Western Australian State public sector or state government employer,

and the period between the date when the employee ceased previous employment and the date of commencing employment by a respondent to this Agreement does not exceed one week, that employee shall be 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 of appointment under the Public Sector Management Act, shall be 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 shall be 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 shall be calculated upon appointment by a respondent to this Agreement in accordance with the provisions of this clause.

(b) Nothing in this clause confers or shall be deemed to confer on any employee previously employed by the Commonwealth or by any other State of Australia any entitlement to a complete period of long service leave that accrued in the employee's favour prior to the date on which the employee commenced with Murchison Health Service.

(18) At the request of the employee and with the agreement of the employer, an employee faced with pressing personal needs, may be paid in lieu of taking a portion of long service leave.

18.—SICK LEAVE

This provision replaces subclause (7) of Clause 18.—Sick Leave of the Hospital Salaried Officers Award No. 39 of 1968.

The basis for the cumulative accrual of sick leave shall be—

	Leave On Full Pay Working Days
(a) On date of employment of the employee	5
(b) On completion by the employee of six months' service	5
(c) On completion by the employee of twelve months' service	10
(d) On completion of each additional twelve months' service by the employee	10

Provided that where an employee has accrued sick leave on half days pay prior to the date upon which this Agreement comes into effect those accrued half days shall be converted to the equivalent of full days sick leave and shall remain to the employee's credit until such time as they may be taken.

19.—FAMILY, BEREAVEMENT AND PERSONAL LEAVE

This clause replaces Clause 17.—Short Leave of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Family Leave

(a) In this subclause "family member" means the employee's spouse, defacto spouse, child, step child, parent, step parent. This entitlement will also apply to another person who lives with the employee as a member of the employee's family.

(b) The employee is entitled to use up to 38 hours of his/her personal accrued sick leave to care for an ill family member each year, providing the employee must maintain a minimum of 10 days of sick leave available for personal use in each year. Subject to subclause (e), all family leave taken is deducted from the employee's sick leave entitlement.

(c) Family leave is not cumulative from year to year.

(d) Medical certificate requirements are as per those for Sick Leave under the Award.

(e) Where an employee has insufficient accrued sick leave, by mutual agreement, up to five days of annual leave may be used for the purpose of family leave.

(2) Bereavement Leave

(a) An employee shall on the death of—

(i) the spouse of the employee;

(ii) the child or step-child of the employee;

(iii) the parent or step-parent of the employee;

(iv) the brother, sister, step brother or step sister; or

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

be eligible for up to two (2) days bereavement leave, provided that at the request of an employee the employer may exercise a discretion to grant bereavement leave to an employee in respect of some other person with whom the employee has a special relationship.

(b) The 2 days need not be consecutive.

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

(d) An employee who claims to be entitled to paid leave under paragraph (a) of this subclause is to provide to the employer, if so requested, evidence that would satisfy a reasonable person as to—

(i) the death that is the subject of the leave sought; and

(ii) the relationship of the employee to the deceased person.

(e) An employee requiring more than two days bereavement leave in order to travel overseas in the event of the death overseas of a member of the employees immediate family may, upon providing adequate proof, in addition to any bereavement leave to which the employee is eligible, have immediate access to annual leave and/or accrued long service leave in weekly multiples and/or leave without pay provided all accrued leave is exhausted.

(3) Special Personal Leave

(a) Without Pay

The employer may upon the request of an employee, grant that employee special leave without pay for any special or personal reason.

(b) Use of Annual Leave

The employer may, upon the request of an employee and with sufficient cause being shown, which may in the circumstances be with little notice, grant that employee single days of annual leave for pressing personal emergencies.

20.—ALLOWANCES

(1) Where an employee subject to this Agreement is paid an allowance as provided under the Hospital Salaried Officers Award No. 39 of 1968, which is calculated as a percentage of a salary rate prescribed by that Award, the allowance shall for

the life of this Agreement, now be calculated using the salary rates as prescribed at Clause 22.—Salaries of this Agreement.

21.—OVERPAYMENTS

(1) Where an employee is paid for work not subsequently performed or is overpaid in any other manner, the employer is entitled to make adjustment to the subsequent wages or salaries of the employee.

(2) One-off Overpayments

Subject to subclauses (4) and (5), one-off overpayments may be recovered by the employer in the pay period immediately following the pay period in which the overpayment was made, or in the period immediately following the pay period in which it was discovered that overpayment has occurred.

(3) Cumulative Overpayments

Subject to subclauses (4) and (5), cumulative overpayments may be recovered by the employer at a rate agreed between the employer and the employee, provided that the rate at which the overpayment is recovered is not at a lesser rate than the rate at which it was overpaid or $50 per week, depending on which is the lesser amount per pay period.

(4) In exceptional circumstances, other arrangements for the recovery of overpayments may be agreed between the employer and the employee.

(5) the employer is required to notify the employee of their intention to recoup overpayment and to consult with the employee as to the appropriate recovery rate.

22.—SALARIES

This clause replaces Schedule A—Minimum Salaries of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Subject to the provision of Clause 9.—Salaries of the Award and to the provisions of this Clause the minimum annual salaries for employees bound by this Agreement are set in this Clause and shall apply from date of registration until the expiry of this Agreement.

(2) Minimum Salaries are detailed as follows. The rates of pay have been adjusted to reflect the increase in Clause 10 of the Agreement and represent full and final settlement of wage adjustments provided for in this Agreement.

LEVELS	Award Rate + 2 ASNA + 5% + 2% effective prior to date of registration Salary P/Annum	Award Rate + 2 ASNA +5% + 2% + 5% effective from date of registration Salary P/Annum
LEVEL 1		
under 17 years of age	11,654	12,237
17 years of age	13,609	14,289
18 years of age	15,886	16,680
19 years of age	18,387	19,306
20 years of age	20,649	21,681
1st year of full-time equivalent adult service	22,682	23,816
2nd year of full-time equivalent adult service	23,382	24,551
3rd year of full-time equivalent adult service	24,078	25,282
4th year of full-time equivalent adult service	24,772	26,011
LEVEL 2	25,469	26,742
	26,167	27,475
	26,969	28,317
	27,524	28,900
	28,343	29,760
LEVEL 3	29,311	30,777
	30,064	31,567
	30,856	32,399
	32,118	33,724
LEVEL 4	32,779	34,418
	33,770	35,459
	34,788	36,527
	36,235	38,047
LEVEL 5	36,989	38,838
	38,025	39,926
	39,090	41,045
	40,187	42,196
LEVEL 6	42,299	44,414
	43,867	46,060
	46,095	48,400
LEVEL 7	47,287	49,651
	48,797	51,237
	50,362	52,880
LEVEL 8	52,648	55,280
	54,522	57,248
LEVEL 9	57,358	60,226
	59,331	62,298
LEVEL 10	61,491	64,566
	64,966	68,214
LEVEL 11	67,741	71,128
	70,563	74,091
LEVEL 12	74,432	78,154
	77,047	80,899
	80,028	84,029
CLASS 1	84,537	88,764
CLASS 2	89,046	93,498
CLASS 3	93,553	98,231
CLASS 4	98,062	102,965

(a) An employee, who is 21 years of age or older on appointment to a classification equivalent to Level 1, may be appointed to the minimum rate of pay based on years of service, not on age.

(b) A Medical Typist or Medical Secretary shall be paid a medical terminology allowance of $1000 per annum.

For the purposes of this subclause 'Medical Typist' and 'Medical Secretary' shall mean those workers classified on a classification equivalent to Level 1,2, or 3 who spend at least 50% of their time typing from tapes, shorthand, and/or Doctor's notes of case histories, summaries, reports or similar material involving a broad range of medical terminology.

(3) Salaries.—Specified Callings and Other Professionals are detailed as follows. The rates of pay have been adjusted to reflect the increases in Clause 10 of the Agreement, and represent full and final settlement of wage adjustments provided for in this Agreement.

(a) Employees, who possess a relevant tertiary level qualification, or equivalent as agreed between the union and the employers, and who are employed in the callings of Architect, Audiologist, Bio Engineer, Chemist, Dietitian, Engineer, Medical Scientist, Librarian, Occupational Therapist, Physiotherapist, Physicist, Pharmacist, Clinical Psychologist, Psychologist, Research Officer, Scientific Officer, Social Worker, Speech Pathologist, Podiatrist, Medical Imaging Technologist, Nuclear Medicine Technologist, Radiation Therapist, Orthotist, or any other professional calling as agreed between the Union and employers, shall be entitled to Annual Salaries as follows—

LEVELS	Award Rate + 2 ASNA + 5% + 2% effective prior to date of registration Salary P/Annum	Award Rate + 2 ASNA +5% + 2% + 5% effective from date of registration Salary P/Annum
LEVEL 3/5	29,311	30,777
	30,856	32,399
	32,779	34,418
	34,788	36,527
	38,025	39,926
	40,187	42,196
LEVEL 6	42,299	44,414
	43,867	46,060
	46,095	48,400
LEVEL 7	47,287	49,651
	48,797	51,237
	50,362	52,880
LEVEL 8	52,648	55,280
	54,522	57,248
LEVEL 9	57,358	60,226
	59,331	62,298
LEVEL 10	61,491	64,566
	64,966	68,214

LEVELS	Award Rate + 2 ASNA + 5% + 2% effective prior to date of registration Salary P/Annum	Award Rate + 2 ASNA +5% + 2% + 5% effective from date of registration Salary P/Annum
LEVEL 11	67,741	71,128
	70,563	74,091
LEVEL 12	74,432	78,154
	77,047	80,899
	80,028	84,029
CLASS 1	84,537	88,764
CLASS 2	89,046	93,498
CLASS 3	93,553	98,231
CLASS 4	98,062	102,965

(b) Subject to paragraph (d) of this sub clause, on appointment or promotion to the Level 3/5 under this sub clause—

(i) Employees, who have completed an approved three academic year tertiary qualification, relevant to their calling, shall commence at the first year increment;

(ii) Employees, who have completed an approved four academic year tertiary qualification, relevant to their calling, shall commence at the second year increment;

(iii) Employees, who have completed an approved Masters or PhD Degree relevant to their calling shall commence on the third year increment;

Provided that employees who attain a higher tertiary level qualification after appointment shall not be entitled to any advanced progression through the range.

(c) The employer and union shall be responsible for determining the relevant acceptable qualifications for appointment for the callings covered by this sub clause and shall maintain a manual setting out such qualifications.

(d) The employer in allocating levels pursuant to paragraph (b) of this sub clause may determine a commencing salary above Level 3/5 for a particular calling/s.

(4) The following conditions shall apply to employees in the callings detailed below—

Engineers—

Employees employed in the calling of Engineer and who are classified Level 3/5 under this Agreement shall be paid a minimum salary at the rate prescribed for the maximum of Level 3/5 where the employee is an "experienced engineer" as defined.

For the purposes of this paragraph "experienced engineer" shall mean—

(a) An engineer appointed to perform professional engineering duties and who is a Corporate Member of The Institution of Engineers, Australia, or who attains that status during service.

(b) An engineer appointed to perform professional duties who is not a Corporate Member of the Institution of Engineers, Australia but who possesses a degree or diploma from a University, College, or Institution acceptable to the employer on the recommendation of the Institution of Engineers, Australia, and who—

(i) having graduated in a four or five academic year course at a University or Institution recognised by the employer, has had four years experience on professional engineering duties acceptable to the employer since becoming a qualified engineer, or

(ii) not having a University degree but possessing a diploma recognised by the employer, has had five year's experience on professional engineering duties, recognised by the employer since becoming a qualified engineer.

(5) The rates of pay in this Agreement include the first $8.00 per week arbitrated safety net adjustment payable under the December, 1994 State Wage Decision. This first $8.00 per week arbitrated safety net adjustment may be offset to the extent of any wage increase as a result of agreements reached at enterprise level since 1 November, 1991. Increases made 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 arbitrated safety net adjustments.

(6) The rates of pay in this Agreement include the second $8.00 per week arbitrated safety net adjustment payable under the December 1994 State Wage Decision. This second $8.00 per week arbitrated safety net adjustment may be offset to the extent of any wage increase payable since 1 November, 1991, pursuant to enterprise agreements in so far as that wage increase has not previously been used to offset an arbitrated safety net adjustment. Increases made 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 arbitrated safety net adjustments.

(7) The first and second arbitrated safety net increases have, for the purposes of this agreement been offered against past productivity improvements.

(8) The third arbitrated safety net adjustment has been absorbed.

23.—RATIFICATION

The signatories that follow testify to the fact that this Agreement shall come into effect as of the date of registration.

Michael Hartland

common seal affixed

(signed by M Hartland)	3/12/97
(Signature)	(Date)

President, for and on behalf of the Hospital Salaried Officers Association of Western Australia (Union of Workers)

Daniel P Hill

common seal affixed

(signed by D Hill)	3-12-97
(Signature)	(Date)

Secretary, for and on behalf of the Hospital Salaried Officers Association of Western Australia (Union of Workers)

Garry Agnew

(signed by G Agnew)	2.12.97
(Signature)	(Date)

Chairman, Murchison Health Service Board, for and on behalf of the Murchison Health Service.

ATTACHMENT 1—MODEL FOR IDENTIFYING PRODUCTIVITY INCREASES

The following model is to be used as a guide only and it is expected that it will be modified to meet the needs of Murchison Health Service as required.

A Model for Identifying Productivity Increases

The primary focus of Enterprise Bargaining in the workplace will be on best practice, efficiency, effectiveness, competitiveness and cost saving.

Employees to focus on the following areas—

- Productivity Improvements which can be made: Identification of all possibilities for improving productivity through looking at possible changes in what work is done, how the work is done, who does the work, who could better do the work, when the work is done, whether the work should be done (ie. whether a particular task can be performed less often and still achieve a satisfactory output) possibilities for multi-skilling and opportunities to reduce costs (including financial costs) and reduce waste.
- Barriers to Productivity Improvements: Identification of any significant barriers to improving productivity, such as, need for training, need for equipment, problems with computer programs, demarcation problems and arguments about who should do what, award constraints, information or guidelines problems, problems in regard to supervision, whether too much or not enough, or of poor quality, opportunities and barriers to self management, physical barriers such as the location of various functions which interact with each other and barriers to communication.

Employers, in consultation with their Employees, to focus on all of the above plus macro issues impacting on productivity—

- Structural Matters: Management may need to look at the structures within which the work is done and how they can be improved upon.
- Management Style: Management style and its appropriateness may need to be examined at both an organisational and departmental level.
- Best Practice, Benchmarking, Continuous Improvement and New Opportunities: Initiatives in these areas will in general need to be initiated by management. This is an important area given that one of its outcomes should be improved competitiveness.

  Where barriers to competitiveness beyond the control of the employer/health service are identified, these should be drawn to the attention of the Health Department so that they can be addressed on an industry basis.
- Culture and Environment: Management culture and organisational culture may need to be examined in light of the overall direction of health management and where appropriate programs and training be introduced to address any identified problems.

Quality of Employment—Issues to be Examined by Both Employees and Employers—

This area does not necessarily impact on productivity, as such, but may have a positive impact financially and/or an improvement in the non-wage rewards of employment and is therefore a very valuable, win-win, area for both employees and employers. Matters to be examined under this heading include, but are not confined to—

- Occupational Health and Safety
- Unplanned Absences
- Health and Welfare of the Workforce
- Family needs and other demands on workers: better ways to accommodate and acknowledge these without losing focus on the main objectives in regard to responsibility for service to the employer.
- Use of Leave
- Equal Opportunity
- Career paths, including access to special project work, providing opportunities for development and recognition
- Employee Recognition, through feedback, support, acknowledgment, enablement, empowerment, consultation and non-financial rewards
- Training and Development
- Equity Issues

HOSPITAL SALARIED OFFICERS PERTH DENTAL HOSPITAL ENTERPRISE BARGAINING AGREEMENT 1997.
No. PSA AG 23 of 1997.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Metropolitan Health Service Board—Perth Dental Hospital

and

Hospital Salaried Officers Association of Western Australia (Union of Workers).

No. PSA AG 23 of 1997.

16 December 1997.

Order.

REGISTRATION OF AN INDUSTRIAL AGREEMENT.
No. PSA AG 23 of 1997.

HAVING heard Mr C. Minuta on behalf of the first named party and Mr C. Panizza on behalf of the second named party; and

WHEREAS an agreement has been presented to the Public Service Arbitrator for registration as an Industrial Agreement; and

WHEREAS the Public Service Arbitrator is satisfied that the aforementioned agreement complies with s.41A, s.49A and s.49B of the Industrial Relations Act, 1979;

NOW THEREFORE the Public Service Arbitrator, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement titled the Hospital Salaried Officers Perth Dental Hospital Enterprise Bargaining Agreement 1997, filed in the Commission on 2 December 1997, signed by me for identification, be and is hereby registered as an Industrial Agreement.

(Sgd.) C. B. PARKS,
[L.S.] Public Service Arbitrator.

AGREEMENT

1.—TITLE

This Agreement shall be titled the Hospital Salaried Officers Perth Dental Hospital Enterprise Bargaining Agreement 1997.

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Purpose of Agreement
4. Application and Parties Bound
5. Term of Agreement
6. No Extra Claims
7. Objectives, Principles and Commitments
8. Framework and Principles for further Productivity Bargaining
9. Awards, Agreements and Workplace Agreements
10. Rates of Pay and their Adjustment
11. Resources for Productivity Negotiations
12. Dispute Avoidance and Settlement Procedures
13. Hours
14. Part-Time Employees
15. Public Holidays
16. Sick Leave
17. Family, Bereavement and Personal Leave
18. Allowances
19. Overpayments
20. Salaries
21. Ratification

ATTACHMENT 1 Model for Identifying Productivity Increases

3.—PURPOSE OF AGREEMENT

(1) This Agreement aims to achieve improvements in productivity and efficiency and the enhanced performance of Perth

Dental Hospital along with allowing the benefits from those improvements to be shared by employees, Perth Dental Hospital and the Government on behalf of the Community.

(2) This Agreement places priority on the parties at Perth Dental Hospital taking responsibility for their own labour relations affairs and reaching agreement on issues appropriate to Perth Dental Hospital.

(3) This Agreement is entered into in accordance with the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996.

4.—APPLICATION AND PARTIES BOUND

(1) This agreement applies to the Hospital Salaried Officers Association of Western Australia (Union of Workers) (HSOA), the Employees covered by the HSOA's Public Sector Awards employed by the Metropolitan Health Service Board at Perth Dental Hospital and/or any facility or service managed, controlled or operated by Perth Dental Hospital (hereinafter referred to as Perth Dental Hospital) subject to the extent to which it employs employees covered by the Hospital Salaried Officers Award No. 39 of 1968 and unless and until otherwise determined by the full bench in the S72A matters currently before it.

(2) The estimated number of employees bound by this Agreement at the time of registration is 51 employees.

(3) This Agreement shall be read in conjunction with the Hospital Salaried Officers Award No. 39 of 1968 (hereafter referred to as the Award) and shall replace the provisions of that Award where expressly stated herein.

(4) This Agreement replaces the Hospital Salaried Officers Perth Dental Hospital Enterprise Bargaining Agreement No PSA AG157 of 1996.

5.—TERM OF AGREEMENT

(1) This Agreement shall operate from the date of Registration until 31 December 1997, provided that this Agreement, including allowances and salaries, may be varied or replaced prior to its expiry in order to implement any agreement arising out of this Agreement or the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996.

(2) The parties to this Agreement agree to re-open negotiations forthwith.

6.—NO EXTRA CLAIMS

(1) Subject to the agreed award consolidation and the mandatory core items for the first salary increase as outlined in Clause 13(1) of the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996, this Agreement is in settlement of Application Number P59/94.

(2) For the life of this Agreement or any agreement replacing this Agreement, the Hospital Salaried Officers Association shall make no further claims at Industry or Health Service level for productivity improvements which occurred prior to 1 July 1997.

7.—OBJECTIVES, PRINCIPLES AND COMMITMENTS

(1) The parties agree that the objectives of this Agreement are to—

(a) improve the productivity and efficiency of Perth Dental Hospital;

(b) facilitate greater decentralisation and flexibility in negotiating employment conditions and work arrangements at Perth Dental Hospital;

(c) ensure high quality patient services in a safe, healthy and equitable work environment;

(d) ensure high quality of employment and jobs; and

(e) provide a pathway to providing a wage increase to employees based upon the achievement of improved productivity and efficiency.

(2) By—

(a) ensuring that gains achieved through agreed improved productivity and changes in workplace culture are shared by employees, Perth Dental Hospital and its clients and the Government on behalf of the community;

(b) ensuring that Perth Dental Hospital operates in a manner consistent with the principles outlined in Section 7 of the Public Sector Management Act;

(c) developing and pursuing changes on a co-operative basis; and

(d) ensuring that Perth Dental Hospital operates as effectively, efficiently and competitively as possible.

(3) The Hospital Salaried Officers Association and Perth Dental Hospital, Management and Employees bound by this Agreement are committed to—

(a) Support and actively contribute to health service continuous quality improvement, including best practice, where best practice—

(i) is simply the best way of doing things;

(ii) is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to health service issues;

(iii) practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues;

(iv) is outcome rather than simply activity based;

(v) provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used;

(vi) depends on effective training, empowerment and participation of both management and employees to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process; and

(vii) are to be based on the following principles—

- customer/patient focus
- management commitment
- employee participation
- leadership
- information analysis
- policies and plans
- appropriate standards
- hospital/health service performance
- cost effectiveness
- working smarter

(b) Support the clinical, teaching, research and organisation goals of the health service and contribute to the achievement of those goals as active members of the health service community.

(c) Actively contribute to the achievement of health service budgets.

(d) Assist with achieving Dental Services defined patient treatment priorities and targets.

(e) The principles of public sector administration, in particular to the principles contained in Sections 7., 8. and 9. of the Public Sector Management Act 1994.

In addition, Perth Dental Hospital is committed to facilitating and encouraging the participation and commitment of employees.

8.—FRAMEWORK AND PRINCIPLES FOR FURTHER PRODUCTIVITY BARGAINING

(1) (a) Following the receipt of a request from the HSOA to negotiate an amendment to this Agreement with Perth Dental Hospital, a representative from Perth Dental Hospital will meet with a representative from the HSOA to discuss the request as soon as practicable but in any event within five working days of the receipt of the request.

These discussions should include process issues such as what sort of bargaining mechanism will be established, what consultative process can be used or needs to be put in place, possible initiatives to be considered and the time frame.

Negotiations will be conducted in a manner and time frame agreed by the parties to this Agreement.

(b) The negotiations should occur on the basis of a broad agenda of initiatives designed to improve efficiency,

effectiveness, productivity, patient care and flexibility within Perth Dental Hospital.

(c) The agenda should include but not be limited to—

(i) changes in work organisation, job design and working patterns and arrangements;

(ii) examination of terms and conditions of employment to ensure they are suited to Perth Dental Hospital's operational requirements;

(iii) identification and implementation of best practice across all areas of service delivery;

(iv) (i), (ii) and (iii) can be achieved by means including but not limited to;

(aa) new training and skills development programs as and where required;

(bb) the optimum use of human and capital resources including new technology;

(cc) quality assurance and continuous improvement programs;

(dd) having due regard to operational requirements, allowing sufficient flexibility to enable employees to meet their family responsibilities; and

(ee) active occupational health and safety risk reduction, training and rehabilitation programs.

(2) In negotiating further salary increases in return for productivity improvements, the parties should ensure that the following issues have been addressed and/or applied—

(a) Productivity Improvements

Productivity improvements are changes which increase the efficiency and effectiveness of Perth Dental Hospital in meeting its agreed and contracted service programs and outcomes. Productivity improvements may be related to work practices or arrangements. They may be things which go to minimise the cost of what is done, to the way things are done, to when they are done, to the quality of what is done or to improve the ability of the provider to meet patient and customer needs. They may or may not require changes from Award conditions.

Without limiting any of the above, in practice, the primary focus of Enterprise Bargaining in the workplace is likely to be on best practice, efficiency, effectiveness, competitiveness, cost savings, and quality of employment.

(b) Sharing Gains from Productivity Improvement

The parties accept that there is no precise formula for the sharing of gains from productivity improvements, but in any agreement, in addition to employee benefits, there must be a clear and specific return to Perth Dental Hospital and/or the Government. Productivity improvements may be related to work practices or arrangements, subject to acceptance that where capital expenditure requires changes in work methods and/or the number of employees and the changes are of a nature that enhances the investment, it shall qualify as a productivity improvement, provided that there is a net quantifiable benefit to Perth Dental Hospital.

Any agreement reached should not rely primarily on improvements which are merely the result of new technology or financial reforms or other such initiatives. For example; in the case of capital investment (technology), changes arising from capital expenditure for which Perth Dental Hospital takes the risk and which require a reasonable return on the funds invested, do not necessarily count as a productivity improvement.

The treatment of improved efficiency arising from major capital expenditure is to be agreed by Perth Dental Hospital and the HSOA and shall take into account factors such as the cost of capital.

Where employees repackage or exchange employment conditions, all or most of the saving or productivity improvement made by Perth Dental Hospital can be returned to the employees.

(c) Identifying Productivity Increases

To assist in such a review a model for identifying productivity increases is contained in Attachment 5 of the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996. The model is included as a guide only and it is expected that it will be modified to meet the needs of Perth Dental Hospital as required.

(d) Quantum and Timing of Increases

The aggregate productivity gains negotiated at Perth Dental Hospital could result in increases greater than the targeted amount, however there are practical limits on how much can be paid and when the increases can be paid for specific operational improvements.

9.—AWARDS, AGREEMENTS AND WORKPLACE AGREEMENTS

(1) Relationship Between Agreements and Awards

Consistent with the Industrial Relations Act 1979 and the State Wage Principles, this Agreement shall provide the whole of the employees' wage increases for the life of the Agreement.

(2) Subject to the Industrial Relations Act 1979 and the State Wage Principles, the parties reserve their rights to seek to amend this Agreement to provide for further salary increases in return for productivity improvements at the Health Service.

(3) Choice between this Agreement and Workplace Agreements

(a) The parties accept that Employees will be given an informed and free choice between this Agreement and Workplace Agreements;

(b) To facilitate the making of an informed and free choice—

(i) Employees who are to be offered a choice between this Agreement and a workplace agreement may only be required to indicate their choice after the employee has been offered the position.

(ii) Where an employee has been offered a choice the employee shall have a minimum of seven days in which to decide which alternative to take, provided that where it is necessary to fill a position within a period of less than seven days or where an employer agrees to an employee commencing within a period of less than seven days, the employee shall have up to the date of formal acceptance.

(iii) The employee shall be provided with—

(aa) a copy of an agreed summary of this Agreement; and

(bb) a copy of a summary of the Workplace Agreement.

(iv) At the request of an employee, the employee shall be provided with;

(aa) access to a copy of this Agreement and the Workplace Agreement;

(bb) any other relevant documentation, such as information on salary packaging; and

(cc) information on where they can obtain further advice and on how to contact the Union.

For its part, the Union undertakes to advise all employees on the matter of choice whether or not they are members of the Union.

(c) If agreement on any aspect of this clause is not able to be reached the dispute settlement procedure set out in Clause 12 of this Agreement is to be followed.

(4) By agreement between the employer and the employee, an employee who has signed a Workplace Agreement prior to the registration of this S.41 Industrial Agreement can revisit the Workplace Agreement in light of this Agreement.

(5) All staff transferred or redeployed to Perth Dental Hospital from within the Public Sector or within the Government Health Industry may be offered the choice of a Workplace Agreement or this Agreement subject to the discretion of Perth Dental Hospital.

(6) All promotional positions and new staff recruited by Perth Dental Hospital from outside the Public Sector may be

provided with the choice of a Workplace Agreement or S41 Industrial Agreement, subject to the discretion of Perth Dental Hospital.

(7) In the exercising of the discretion to only offer a Workplace Agreement under subclauses (5) and (6) of this clause, Perth Dental Hospital shall ensure that the decision to only offer a Workplace Agreement is made for legitimate operational reasons. In exercising their discretion to only offer a Workplace Agreement, Perth Dental Hospital is to liaise with the HSOA to ensure it is not done to circumvent the option of choice.

10.—RATES OF PAY AND THEIR ADJUSTMENT

Pursuant to the replacement of agreement no PSA AG157 of 1996, this agreement provides for a 5% salary increase effective from the date of registration of the agreement.

11.—RESOURCES FOR PRODUCTIVITY NEGOTIATIONS

(1) It is recognised that enterprise bargaining places considerable obligations upon the parties at Perth Dental Hospital.

(2) (a) To assist in meeting these obligations, Perth Dental Hospital will assist by providing appropriate resources having regard to the operational requirements of Perth Dental Hospital and resource requirements associated with developing amendments to this Agreement aimed at achieving further salary increases in return for productivity improvements;

(b) It is accepted that employees of Perth Dental Hospital who are involved in the enterprise bargaining process will be allowed reasonable paid time to fulfil their responsibilities in this process;

(c) Access to resources shall be negotiated with Perth Dental Hospital and shall not unreasonably affect the operation of Perth Dental Hospital;

(d) Any paid time or resources shall be provided in a manner suitable to both parties and to enable negotiations to occur and to assist in the achievement of agreement.

(e) The parties accept that the process of bargaining in good faith includes disclosing relevant information, as appropriate for the purposes of the negotiations and confidentiality and privacy in the negotiation process will be respected at all times.

(f) The parties accept that on occasions the nature of certain information may prejudice a party's position or not assist in the resolution of the matter. Subject to the rights of the parties to invoke Clause 12.—Dispute Avoidance and Settlement Procedures of this Agreement, a decision on whether or not to exchange or divulge information will be a matter for the relevant party to decide, provided that information shall not be unreasonably withheld;

(g) Where information of a commercial or sensitive nature is exchanged, the parties agree not to use or divulge that information outside of the negotiating forums.

(3) No officer or employee will be discriminated against as a result of activities conducted in accordance with this clause.

12.—DISPUTE AVOIDANCE AND SETTLEMENT PROCEDURES

(1) The objective of this Clause is to provide a set of procedures for dealing with any questions disputes or difficulties arising under this Agreement and for dealing with any questions, dispute or difficulty between the parties during negotiations for amendments to this Agreement.

(2) Subject to the Public Sector Management Act 1994, in the event of any question, dispute or difficulty between the parties as to the application of Government policy and the Wage Principles and/or their effect upon this Agreement, the Health Department and/or the Department of Productivity and Labour Relations (DOPLAR) are to provide advice to Perth Dental Hospital in an attempt to resolve the matter.

(3) Subject to the Public Sector Management Act 1994, in the event of any question, dispute or difficulty arising under this Agreement, the following procedures shall apply, provided that nothing in these procedures shall prevent the Secretary of the HSOA (or his/her nominee) from intervening to assist in the process—

(a) The matter is to be discussed between the HSOA employee representative and the employer representative and an attempt made to resolve the matter;

(b) If the matter is unable to be resolved through discussions between the HSOA employee representative and the Perth Dental Hospital representative, the matter is to be discussed between the employee representative and the Chief Executive Officer of Perth Dental Hospital or his/her nominee, as soon as practicable but within five working days. Notification of any question, dispute or difficulty may be made verbally and/or in writing;

(c) The parties may individually or collectively seek advice from any appropriate organisation or person in an attempt to resolve the matter;

(d) If the matter is not resolved within five working days of the date of notification in (b) hereof, either party may notify the Secretary of the HSOA (or his/her nominee), or the Chief Executive Officer of Perth Dental Hospital (or his/her nominee) of the existence of a dispute or disagreement;

(e) The Secretary of the HSOA (or his/her nominee) and the Chief Executive Officer of Perth Dental Hospital (or his/her nominee) shall confer on the matters notified by the parties within five working days and—

(i) where there is agreement on the matters in dispute the parties shall be advised within two working days;

(ii) where there is disagreement on any matter it may be submitted to the Western Australian Industrial Relation Commission.

(4) Where any matter is referred to the Western Australian Industrial Relations Commission and the matter is not resolved by conciliation, then the matter remaining in dispute may be resolved by arbitration in accordance with the provisions of the Industrial Relations Act 1979 and the State Wage Principles.

13.—HOURS

This clause replaces Clause 13.—Hours of the Hospital Salaried Officers Award No. 39 of 1968.

(1) (a) The ordinary hours of work shall be an average of thirty eight per week and shall be worked by one of the following arrangements—

(i) Ordinary hours of work of thirty eight and one half per week;

(ii) Flexitime roster covering a settlement period of four weeks;

(iii) Actual hours of seventy seven over nine days with the tenth day to be taken as a paid rostered day off;

(iv) Such other arrangements as are agreed between the employer and employee. Provided that proposed hours of duty where set outside the terms of this Agreement shall be subject to ratification of the WA Industrial Commission.

(v) In addition to the above arrangements, where the employee and the employer so agree in writing, shifts of not more than 12 hours may be worked.

(b) Subject to the following, where the employer and an employee or group of employees agree in writing, shifts of up to 12 hours may be worked provided the average normal hours worked in a shift cycle or settlement period does not exceed 77 per fortnight.

(i) While recognising that in the course of an averaging process there may be some individual variances, the terms and conditions of the shift agreement shall on balance be no less favourable than those prescribed by this Agreement;

(ii) The period of the shift cycle or settlement period over which the arrangement may extend shall be clearly defined;

(iii) The arrangement shall allow for a minimum of one clear day off in each 7 days;

(iv) The arrangement may allow for additional time off in lieu of penalty rates;

(v) The arrangement may allow for salary averaging of regular penalties and allowances including penalties for working on a public holiday;

(vi) Any proposed arrangement or agreement which extends beyond these parameters must be referred to the Industrial Relations Commission for ratification.

(c) Where the employer has made a definite decision to introduce changes to shift rosters or employees' ordinary hours, the employer shall notify the employees who may be affected by the proposed changes and the Union as soon as the decision has been made and before the changes are to be introduced. Discussion with the employees and union shall occur consistent with the Introduction of Change clause of the Hospital Salaried Officers Award No. 39 of 1968.

(d) The operation of working arrangements prescribed in paragraph (a) above, shall be consistent with the working arrangements prescribed in this clause.

(2) Ordinary Hours

Subject to the Award clauses other than those expressly replaced by this Agreement, the spread of ordinary hours will be from 6.00am to 6.00pm Monday to Friday inclusive with a meal break of not less than 30 minutes nor more than 60 minutes to be taken between 12.00noon and 2.00pm, provided that an employee may with prior approval of their supervisor be allowed to extend the meal break beyond 60 minutes to a maximum of 90 minutes.

(3) Other Working Arrangements

(a) The ordinary hours of duty observed may be varied in accordance with subclause (1)(a)(iv) so as to make provisions for—

(i) the attendance of employees for duty on a Saturday, Sunday, or Public Holidays.

(ii) the performance of shift work including work on Saturdays, Sundays or Public Holidays; and

(iii) the nature of the duties of an employee or class of employees in fulfilling the responsibilities of their office.

provided that where the hours of duty are so varied an employee shall not be required to work more than five hours continuously without a break unless agreed in writing between the employee and the employer.

(b) Notwithstanding the above, where it is considered necessary to provide a more economic operation, the employer may authorise the operation of alternative working arrangements in the hospital/health service, or any branch or section thereof.

The continuing operation of any alternative working arrangements, so approved, will depend on the employer being satisfied that the efficient functioning of the hospital/health service is being enhanced by its operation.

Such alternative working arrangements shall be in accordance with subclause (1)(a)and (d).

(4) Flexitime Arrangements

(a) Flexitime Roster

(i) The authorisation of a flexitime roster shall be the responsibility of the employer. The roster will indicate the minimum staffing and any other requirements in respect to starting and finishing times, lunch break coverage and flexileave.

(ii) The roster shall cover a settlement period of four weeks and shall be made available to all affected employees no later than three days prior to the settlement period commencing.

(iii) The roster shall be prepared in consultation with the affected employees, subject to the employer retaining the right to determine arrangements to suit the operational needs of the department.

(iv) Subject to four weeks notice being given to affected employees, the employer may withdraw authorisation of a flexitime roster.

(b) Hours of Duty

(i) The ordinary hours of duty may be an average of 7 hours 42 minutes per day which may be worked with flexible commencement and finishing times in accordance with the provisions of this subclause, provided that the required hours of duty for each four week settlement period shall be 154 hours.

(ii) For the purpose of leave and Public Holidays, a day shall be credited as 7 hours 42 minutes.

(c) Flexitime Periods

Within the constraints of the prepared roster and subject to the concurrence of the supervisor, employees may select their own starting and finishing times within the following periods—

6.00 am to 9.30 am

11.00 am to 2.30 pm (Minimum half an hour break)

3.30 pm to 6.00 pm

(d) Core Periods

Core periods may be set by agreement between the employer and the employee.

(e) Lunch Break

(i) An employee shall be allowed to extend the meal break between 11 am and 2.30 pm of not less than 30 minutes but not exceeding 60 minutes except as provided below.

(ii) An employee may be allowed to extend the meal break beyond 60 minutes to a maximum of 90 minutes. Such an extension is subject to prior approval of the employee's supervisor.

(f) Flexileave

(i) Within the constraints of the prepared roster and subject to the prior approval of the supervisor, an employee may be allowed a maximum of two full days or any combination of half days and full days that does not in total exceed two days in any one settlement period.

(ii) Approval to take flexileave is subject to the employee having accrued sufficient credit hours to cover the absence prior to taking the leave. In exceptional circumstances and with the approval of the employer, flexileave may be taken before accrual subject to such conditions as the employer may impose.

(g) Settlement Period

(i) For recording time worked, there shall be a settlement period which shall consist of four weeks.

(ii) The settlement period shall commence at the beginning of a pay period.

(iii) The required hours of duty for a settlement period shall be 154 hours.

(h) Credit Hours

(i) Credit hours in excess of the required 154 hours to a maximum of 7 hours 42 minutes are permitted at the end of each settlement period. Such credit hours shall be carried forward to the next settlement period.

(ii) Credit hours in excess of 7 hours 42 minutes at the end of a settlement period shall be lost.

(iii) Credit hours at any point within the settlement period shall not exceed 20 hours.

(i) Debit Hours

(i) Debit hours below the required 154 hours to a maximum of 4 hours are permitted at the end of each settlement period.

Such debit hours shall be carried forward to the next settlement period.

(ii) For debit hours in excess of 4 hours, an employee shall be required to take leave without pay for the period necessary to reduce debit hours to those specified in subparagraph (i) of this subclause.

(iii) Employees having excessive debit hours may be required to work standard working hours in addition to not being paid for the number of hours in excess of the debit hours permitted at the end of each settlement period.

(j) Maximum Daily Working Hours

Subject to subclause (1)(b), a maximum of 10 hours may be worked in any one day.

(k) Study Leave

Where study leave has been approved by the employer, credits will be given for education commitments falling within the

ordinary hours of duty and for which "time off" is necessary to allow for attendance at formal classes.

(l) Overtime

(i) Employees receiving at least one day's prior notice of overtime shall be required to work the ordinary hours of duty determined by the employer under subclause (1) of this clause.

(ii) Where an employee is required to work overtime at the conclusion of a day with less than one day's notice, and

(aa) where the employee has at the commencement of that day 2 hours or more flexitime credits, the employee shall be paid overtime after 5 hours work on that day, or for time worked after 3.30 pm, whichever is the later, or

(bb) where that employee has commenced duty prior to 8.30 am and has, at the commencement of that day, less than 2 hours flexitime credits, the employee shall be paid overtime, for time worked after the completion of ordinary hours of duty or after working 7 hours 42 minutes on that day, whichever is the earlier, or

(cc) where that employee has commenced work after 8.30 am and has, at the commencement of that day, less than 2 hours flexitime credits, the employee shall be paid overtime for time worked after 5.30 pm or after working 7 hours 42 minutes, on that day whichever is the earlier.

(iii) Where an employee is required to work overtime at the beginning of a day with less than one day's notice, that employee shall be paid overtime for any time worked prior to the commencing time for ordinary hours of duty determined by the employer under subclause (1) of this clause.

(5) Nine Day Fortnight

(a) Hours of Duty

(i) The employer may authorise the operation of a nine day fortnight where the ordinary hours of duty of 77 hours a fortnight are worked over nine days of the fortnight, exclusive of work performed on Saturday, Sunday and the special rostered day off, with each day consisting of 8 hours and 33 minutes.

(ii) The employer shall determine employees' commencing and finishing times between the spread of 6.00 am and 6.00 pm, in order to ensure that departmental requirements are met on each day.

(b) Lunch Break

A meal break shall be allowed and taken in accordance with the standard provisions of this clause.

(c) Special Rostered Day Off

Each employee shall be allowed one special rostered day off each fortnight in accordance with a roster prepared by management showing days and hours of duty and special rostered days off for each employee.

(d) Leave and Public Holidays.

For the purposes of leave and Public Holidays, a day shall be credited as 8 hours 33 minutes notwithstanding the following—

(i) When a Public Holiday falls on an employee's special rostered day off the employee shall be granted a day in lieu of the holiday prior to the conclusion of the current fortnight.

(ii) For a Public Holiday occurring during a period of annual leave, an additional day will be added to the period of leave irrespective of whether it falls on a rostered work day or special rostered day off.

(iii) A four week annual leave entitlement is equivalent to 154 hours, the equivalent to eighteen rostered working days of 8 hours 33 minutes, and two special rostered days off.

(iv) An employee who is sick on a special rostered day off will not be granted sick leave for that day, and will not be credited with an additional day off in lieu.

(e) Overtime

The provisions of the relevant overtime clause, shall apply for work performed prior to an employee's nominated starting time and after an employee's nominated ceasing time in accordance with subparagraph (a)(ii) and on an employee's special rostered day off.

(f) Study Leave

Credits for Study Leave will be given for educational commitments falling due between and employee's nominated starting and finishing times.

14.—PART-TIME EMPLOYEES

To be read in conjunction with Clause 34.—Part-time Employees of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Part-time workers aged 21 years or more shall be paid at a rate pro-rata to the rate prescribed for the class of work for which they are engaged in the proportion to which their fortnightly hours bear to 77 hours per fortnight.

(2) When a part-time worker as defined by the Hospital Salaried Officers Award No. 39 of 1968, commences employment on or after the 1 July 1996, he/she shall accrue service towards progression onto subsequent salary increments within a salary level, on a pro-rata basis of the number of hours worked to full time hours.

(3) Provided that relevant prior service and experience shall be taken into account when determining at what increment within a specified salary level a part-time employee is appointed.

15.—PUBLIC HOLIDAYS

This provision replaces subclause 16(1)(a) of the Hospital Salaried Officers Award No. 39 of 1968.

(1) The following days or the days observed in lieu thereof shall subject as hereinafter provided, be allowed as holidays without deduction of pay, namely New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties in lieu of any of the days named in this subclause.

(2) With effect from 1 April 1996 employees covered by this Agreement shall not be eligible to receive the two floating holidays otherwise provided for by Operational Instruction 657/95 and Circular to Ministers No. 1 of 1994 issued by the Office of The Premier.

16.—SICK LEAVE

This provision replaces subclause (7) of Clause 18.—Sick Leave of the Hospital Salaried Officers Award No. 39 of 1968.

The basis for the cumulative accrual of sick leave shall be—

	Leave On Full Pay Working Days
(a) On date of employment of the employee	5
(b) On completion by the employee of six months' service	5
(c) On completion by the employee of twelve months' service	10
(d) On completion of each additional twelve months' service by the employee	10

Provided that where an employee has accrued sick leave on half days pay prior to the date upon which this Agreement comes into effect those accrued half days shall be converted to the equivalent of full days sick leave and shall remain to the employee's credit until such time as they may be taken.

17.—FAMILY, BEREAVEMENT AND PERSONAL LEAVE

This clause replaces Clause 17.—Short Leave of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Family Leave

(a) In this subclause "family member" means the employee's spouse, defacto spouse, child, step child, parent, step parent. This entitlement will also apply to another person who lives with the employee as a member of the employee's family.

(b) The employee is entitled to use up to 38 1/2hours of his/her personal accrued sick leave to care for an ill family member each year, providing the employee must maintain a minimum of 10 days of sick leave available for personal use in each year. Subject to subclause (e), all family leave taken is deducted from the employee's sick leave entitlement.

(c) Family leave is not cumulative from year to year.

(d) Medical certificate requirements are as per those for Sick Leave under the Award.

(e) Where an employee has insufficient accrued sick leave, by mutual agreement, up to five days of annual leave may be used for the purpose of family leave.

(2) Bereavement Leave

(a) An employee shall on the death of—

(i) the spouse of the employee;

(ii) the child or step-child of the employee;

(iii) the parent or step-parent of the employee;

(iv) the brother, sister, step brother or step sister; or

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

be eligible for up to two (2) days bereavement leave, provided that at the request of an employee the employer may exercise a discretion to grant bereavement leave to an employee in respect of some other person with whom the employee has a special relationship.

(b) The 2 days need not be consecutive.

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

(d) An employee who claims to be entitled to paid leave under paragraph (a) of this subclause is to provide to the employer, if so requested, evidence that would satisfy a reasonable person as to—

(i) the death that is the subject of the leave sought; and

(ii) the relationship of the employee to the deceased person.

(e) An employee requiring more than two days bereavement leave in order to travel overseas in the event of the death overseas of a member of the employees immediate family may, upon providing adequate proof, in addition to any bereavement leave to which the employee is eligible, have immediate access to annual leave and/or accrued long service leave in weekly multiples and/or leave without pay provided all accrued leave is exhausted.

(3) Special Personal Leave

(a) Without Pay

The employer may upon the request of an employee, grant that employee special leave without pay for any special or personal reason.

(b) Use of Annual Leave

The employer may, upon the request of an employee and with sufficient cause being shown, which may in the circumstances be with little notice, grant that employee single days of annual leave for pressing personal emergencies.

18.—ALLOWANCES

(1) Where an employee subject to this Agreement is paid an allowance as provided under the Hospital Salaried Officers Award No. 39 of 1968, which is calculated as a percentage of a salary rate prescribed by that Award, the allowance shall for the life of this Agreement, now be calculated using the salary rates as prescribed at Clause 20.—Salaries of this Agreement.

19.—OVERPAYMENTS

(1) Where an employee is paid for work not subsequently performed or is overpaid in any other manner, the employer is entitled to make adjustment to the subsequent wages or salaries of the employee.

(2) One-off Overpayments

Subject to subclauses (4) and (5), one-off overpayments may be recovered by the employer in the pay period immediately following the pay period in which the overpayment was made, or in the period immediately following the pay period in which it was discovered that overpayment has occurred.

(3) Cumulative Overpayments

Subject to subclauses (4) and (5), cumulative overpayments may be recovered by the employer at a rate agreed between the employer and the employee, provided that the rate at which the overpayment is recovered is not at a lesser rate than the rate at which it was overpaid or $50 per week, depending on which is the lesser amount per pay period.

(4) In exceptional circumstances, other arrangements for the recovery of overpayments may be agreed between the employer and the employee.

(5) the employer is required to notify the employee of their intention to recoup overpayment and to consult with the employee as to the appropriate recovery rate.

20.—SALARIES

This clause replaces Schedule A—Minimum Salaries of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Subject to the provision of Clause 9.—Salaries of the Award and to the provisions of this Clause the minimum annual salaries for employees bound by this Agreement are set in this Clause and shall apply from date of registration until the expiry of this Agreement.

(2) Minimum Salaries are detailed as follows. The rates of pay have been adjusted to reflect the increase in Clause 10 of the Agreement and represent full and final settlement of wage adjustments provided for in this Agreement.

LEVELS	Award Rate + 2 ASNA + 5% + 2% effective prior to date of registration Salary P/Annum	Award Rate + 2 ASNA +5% + 2% + 5% effective from date of registration Salary P/Annum
LEVEL 1		
under 17 years of age	11,654	12,237
17 years of age	13,609	14,289
18 years of age	15,886	16,680
19 years of age	18,387	19,306
20 years of age	20,649	21,681
1st year of full-time equivalent adult service	22,682	23,816
2nd year of full-time equivalent adult service	23,382	24,551
3rd year of full-time equivalent adult service	24,078	25,282
4th year of full-time equivalent adult service	24,772	26,011
LEVEL 2	25,469	26,742
	26,167	27,475
	26,969	28,317
	27,524	28,900
	28,343	29,760
LEVEL 3	29,311	30,777
	30,064	31,567
	30,856	32,399
	32,118	33,724
LEVEL 4	32,779	34,418
	33,770	35,459
	34,788	36,527
	36,235	38,047
LEVEL 5	36,989	38,838
	38,025	39,926
	39,090	41,045
	40,187	42,196
LEVEL 6	42,299	44,414
	43,867	46,060
	46,095	48,400
LEVEL 7	47,287	49,651
	48,797	51,237
	50,362	52,880
LEVEL 8	52,648	55,280
	54,522	57,248
LEVEL 9	57,358	60,226
	59,331	62,298
LEVEL 10	61,491	64,566
	64,966	68,214
LEVEL 11	67,741	71,128
	70,563	74,091
LEVEL 12	74,432	78,154
	77,047	80,899
	80,028	84,029

LEVELS	Award Rate + 2 ASNA + 5% + 2% effective prior to date of registration Salary P/Annum	Award Rate + 2 ASNA +5% + 2% + 5% effective from date of registration Salary P/Annum
CLASS 1	84,537	88,764
CLASS 2	89,046	93,498
CLASS 3	93,553	98,231
CLASS 4	98,062	102,965

(a) An employee, who is 21 years of age or older on appointment to a classification equivalent to Level 1, may be appointed to the minimum rate of pay based on years of service, not on age.

(b) A Medical Typist or Medical Secretary shall be paid a medical terminology allowance of $1000 per annum.

For the purposes of this subclause 'Medical Typist' and 'Medical Secretary' shall mean those workers classified on a classification equivalent to Level 1,2, or 3 who spend at least 50% of their time typing from tapes, shorthand, and/or Doctor's notes of case histories, summaries, reports or similar material involving a broad range of medical terminology.

(3) Salaries.—Specified Callings and Other Professionals are detailed as follows. The rates of pay have been adjusted to reflect the increases in Clause 10 of the Agreement, and represent full and final settlement of wage adjustments provided for in this Agreement.

(a) Employees, who possess a relevant tertiary level qualification, or equivalent as agreed between the union and the employers, and who are employed in the callings of Architect, Audiologist, Bio Engineer, Chemist, Dietitian, Engineer, Medical Scientist, Librarian, Occupational Therapist, Physiotherapist, Physicist, Pharmacist, Clinical Psychologist, Psychologist, Research Officer, Scientific Officer, Social Worker, Speech Pathologist, Podiatrist, Medical Imaging Technologist, Nuclear Medicine Technologist, Radiation Therapist, Orthotist, or any other professional calling as agreed between the Union and employers, shall be entitled to Annual Salaries as follows:

LEVELS	Award Rate + 2 ASNA + 5% + 2% effective prior to date of registration Salary P/Annum	Award Rate + 2 ASNA +5% + 2% + 5% effective from date of registration Salary P/Annum
LEVEL 3/5	29,311	30,777
	30,856	32,399
	32,779	34,418
	34,788	36,527
	38,025	39,926
	40,187	42,196
LEVEL 6	42,299	44,414
	43,867	46,060
	46,095	48,400
LEVEL 7	47,287	49,651
	48,797	51,237
	50,362	52,880
LEVEL 8	52,648	55,280
	54,522	57,248
LEVEL 9	57,358	60,226
	59,331	62,298
LEVEL 10	61,491	64,566
	64,966	68,214
LEVEL 11	67,741	71,128
	70,563	74,091
LEVEL 12	74,432	78,154
	77,047	80,899
	80,028	84,029
CLASS 1	84,537	88,764
CLASS 2	89,046	93,498
CLASS 3	93,553	98,231
CLASS 4	98,062	102,965

(b) Subject to paragraph (d) of this sub clause, on appointment or promotion to the Level 3/5 under this sub clause—

(i) Employees, who have completed an approved three academic year tertiary qualification, relevant to their calling, shall commence at the first year increment;

(ii) Employees, who have completed an approved four academic year tertiary qualification, relevant to their calling, shall commence at the second year increment;

(iii) Employees, who have completed an approved Masters or PhD Degree relevant to their calling shall commence on the third year increment;

Provided that employees who attain a higher tertiary level qualification after appointment shall not be entitled to any advanced progression through the range.

(c) The employer and union shall be responsible for determining the relevant acceptable qualifications for appointment for the callings covered by this sub clause and shall maintain a manual setting out such qualifications.

(d) The employer in allocating levels pursuant to paragraph (b) of this sub clause may determine a commencing salary above Level 3/5 for a particular calling/s.

(4) The following conditions shall apply to employees in the callings detailed below—

Engineers—

Employees employed in the calling of Engineer and who are classified Level 3/5 under this Agreement shall be paid a minimum salary at the rate prescribed for the maximum of Level 3/5 where the employee is an "experienced engineer" as defined.

For the purposes of this paragraph "experienced engineer" shall mean—

(a) An engineer appointed to perform professional engineering duties and who is a Corporate Member of The Institution of Engineers, Australia, or who attains that status during service.

(b) An engineer appointed to perform professional duties who is not a Corporate Member of the Institution of Engineers, Australia but who possesses a degree or diploma from a University, College, or Institution acceptable to the employer on the recommendation of the Institution of Engineers, Australia, and who—

(i) having graduated in a four or five academic year course at a University or Institution recognised by the employer, has had four years experience on professional engineering duties acceptable to the employer since becoming a qualified engineer, or

(ii) not having a University degree but possessing a diploma recognised by the employer, has had five year's experience on professional engineering duties, recognised by the employer since becoming a qualified engineer.

(5) The rates of pay in this Agreement include the first $8.00 per week arbitrated safety net adjustment payable under the December, 1994 State Wage Decision. This first $8.00 per week arbitrated safety net adjustment may be offset to the extent of any wage increase as a result of agreements reached at enterprise level since 1 November, 1991. Increases made 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 arbitrated safety net adjustments.

(6) The rates of pay in this Agreement include the second $8.00 per week arbitrated safety net adjustment payable under the December 1994 State Wage Decision. This second $8.00 per week arbitrated safety net adjustment may be offset to the extent of any wage increase payable since 1 November, 1991, pursuant to enterprise agreements in so far as that wage increase has not previously been used to offset an arbitrated safety net adjustment. Increases made 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 arbitrated safety net adjustments.

(7) The first and second arbitrated safety net increases have, for the purposes of this agreement been offered against past productivity improvements.

(8) The third arbitrated safety net adjustment has been absorbed.

21.—RATIFICATION

The signatories that follow testify to the fact that this Agreement shall come into effect as of the date of registration.

Michael Hartland

common seal affixed

(signed by M Hartland)	1/12/97
(Signature)	(Date)

President, for and on behalf of the Hospital Salaried Officers Association of Western Australia (Union of Workers)

Daniel P Hill

common seal affixed

(signed by D Hill)	1/12/97
(Signature)	(Date)

Secretary, for and on behalf of the Hospital Salaried Officers Association of Western Australia (Union of Workers)

Ian McCall O.A.

(signed by I McCall)	25.11.1997
(Signature)	(Date)

Chairman, Metropolitan Health Service Board.

ATTACHMENT 1—MODEL FOR IDENTIFYING PRODUCTIVITY INCREASES

The following model is to be used as a guide only and it is expected that it will be modified to meet the needs of Perth Dental Hospital as required.

A Model for Identifying Productivity Increases

The primary focus of Enterprise Bargaining in the workplace will be on best practice, efficiency, effectiveness, competitiveness and cost saving.

Employees to focus on the following areas—

- Productivity Improvements which can be made: Identification of all possibilities for improving productivity through looking at possible changes in what work is done, how the work is done, who does the work, who could better do the work, when the work is done, whether the work should be done (ie. whether a particular task can be performed less often and still achieve a satisfactory output) possibilities for multi-skilling and opportunities to reduce costs (including financial costs) and reduce waste.
- Barriers to Productivity Improvements: Identification of any significant barriers to improving productivity, such as, need for training, need for equipment, problems with computer programs, demarcation problems and arguments about who should do what, award constraints, information or guidelines problems, problems in regard to supervision, whether too much or not enough, or of poor quality, opportunities and barriers to self management, physical barriers such as the location of various functions which interact with each other and barriers to communication.

Employers, in consultation with their Employees, to focus on all of the above plus macro issues impacting on productivity—

- Structural Matters: Management may need to look at the structures within which the work is done and how they can be improved upon.
- Management Style: Management style and its appropriateness may need to be examined at both an organisational and departmental level.
- Best Practice, Benchmarking, Continuous Improvement and New Opportunities: Initiatives in these areas will in general need to be initiated by management. This is an important area given that one of its outcomes should be improved competitiveness.

  Where barriers to competitiveness beyond the control of the employer/health service are identified, these should be drawn to the attention of the Health Department so that they can be addressed on an industry basis.
- Culture and Environment: Management culture and organisational culture may need to be examined in light of the overall direction of health management and where appropriate programs and training be introduced to address any identified problems.

Quality of Employment—Issues to be Examined by Both Employees and Employers—

This area does not necessarily impact on productivity, as such, but may have a positive impact financially and/or an improvement in the non-wage rewards of employment and is therefore a very valuable, win-win, area for both employees and employers. Matters to be examined under this heading include, but are not confined to—

- Occupational Health and Safety
- Unplanned Absences
- Health and Welfare of the Workforce
- Family needs and other demands on workers: better ways to accommodate and acknowledge these without losing focus on the main objectives in regard to responsibility for service to the employer.
- Use of Leave
- Equal Opportunity
- Career paths, including access to special project work, providing opportunities for development and recognition
- Employee Recognition, through feedback, support, acknowledgment, enablement, empowerment, consultation and non-financial rewards
- Training and Development
- Equity Issues

HOSPITAL SALARIED OFFICERS SWAN HEALTH SERVICE ENTERPRISE BARGAINING AGREEMENT 1997.
No. PSA AG 24 of 1997.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Metropolitan Health Service Board—Swan Health Service

and

Hospital Salaried Officers Association of Western Australia (Union of Workers).

No. PSA AG 24 of 1997.

16 December 1997.

Order.

REGISTRATION OF AN INDUSTRIAL AGREEMENT.
No. PSA AG 24 of 1997.

HAVING heard Ms H. Harvey on behalf of the first named party and Mr C. Panizza on behalf of the second named party; and

WHEREAS an agreement has been presented to the Public Service Arbitrator for registration as an Industrial Agreement; and

WHEREAS the Public Service Arbitrator is satisfied that the aforementioned agreement complies with s.41A, s.49A and s.49B of the Industrial Relations Act, 1979;

NOW THEREFORE the Public Service Arbitrator, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement titled the Hospital Salaried Officers Swan Health Service Enterprise Bargaining Agreement 1997, filed in the Commission on 2 December 1997, signed by me for identification, be and is hereby registered as an Industrial Agreement.

(Sgd.) C. B. PARKS,
[L.S.] Public Service Arbitrator.

AGREEMENT

1.—TITLE

This Agreement shall be titled the Hospital Salaried Officers Swan Health Service Enterprise Bargaining Agreement 1997.

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Purpose of Agreement
4. Application and Parties Bound
5. Term of Agreement
6. No Extra Claims
7. Objectives, Principles and Commitments
8. Framework and Principles for further Productivity Bargaining
9. Awards, Agreements and Workplace Agreements
10. Rates of Pay and their Adjustment
11. Resources for Productivity Negotiations
12. Dispute Avoidance and Settlement Procedures
13. Hours
14. Part-Time Employees
15. Medical Imaging Technologists
16. Public Holidays
17. Long Service Leave
18. Sick Leave
19. Family, Bereavement and Personal Leave
20. Allowances
21. Overpayments
22. Salaries
23. Ratification

ATTACHMENT 1 Model for Identifying Productivity Increases

3.—PURPOSE OF AGREEMENT

(1) This Agreement aims to achieve improvements in productivity and efficiency and the enhanced performance of Swan Health Service along with allowing the benefits from those improvements to be shared by employees, Swan Health Service and the Government on behalf of the Community.

(2) This Agreement places priority on the parties at Swan Health Service taking responsibility for their own labour relations affairs and reaching agreement on issues appropriate to Swan Health Service.

(3) This Agreement is entered into in accordance with the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996.

4.—APPLICATION AND PARTIES BOUND

(1) This agreement applies to the Hospital Salaried Officers Association of Western Australia (Union of Workers) (HSOA), the Employees covered by the HSOA's Public Sector Awards employed by the Metropolitan Health Service Board at Swan Health Service and/or any facility or service managed, controlled or operated by Swan Health Service, (hereinafter referred to as Swan Health Service) subject to the extent to which it employs employees covered by the Hospital Salaried Officers Award No. 39 of 1968.

(2) The estimated number of employees bound by this Agreement at the time of registration is 170 employees.

(3) This Agreement shall be read in conjunction with the Hospital Salaried Officers Award No. 39 of 1968 (hereafter referred to as the Award) and shall replace the provisions of that Award where expressly stated herein.

(4) This Agreement replaces the Hospital Salaried Officers Swan Health Service Enterprise Bargaining Agreement No PSA AG98 of 1996.

5.—TERM OF AGREEMENT

(1) This Agreement shall operate from the date of Registration until 31 December 1997, provided that this Agreement, including allowances and salaries, may be varied or replaced prior to its expiry in order to implement any agreement arising out of this Agreement or the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996.

(2) The parties to this Agreement agree to re-open negotiations forthwith.

6.—NO EXTRA CLAIMS

(1) Subject to the agreed award consolidation and the mandatory core items for the first salary increase as outlined in Clause 13(1) of the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996, this Agreement is in settlement of Application Number P59/94.

(2) (i) For the life of this Agreement or any agreement replacing this Agreement, the Hospital Salaried Officers Association shall make no further claims at Industry or Health Service level for productivity improvements which occurred prior to 1 January 1997.

(i) For the life of this Agreement or any agreement replacing this Agreement, the Hospital Salaried Officers Association shall make no further claims at Health Service level for productivity improvements which occurred between 1 January 1997 and 1 July 1997 and which have been documented as being identified in justifying wage increases under this Agreement.

7.—OBJECTIVES, PRINCIPLES AND COMMITMENTS

(1) The parties agree that the objectives of this Agreement are to—

(a) improve the productivity and efficiency of Swan Health Service;

(b) facilitate greater decentralisation and flexibility in negotiating employment conditions and work arrangements at Swan Health Service;

(c) ensure high quality patient services in a safe, healthy and equitable work environment;

(d) ensure high quality of employment and jobs; and

(e) provide a pathway to providing a wage increase to employees based upon the achievement of improved productivity and efficiency.

(2) By—

(a) ensuring that gains achieved through agreed improved productivity and changes in workplace culture are shared by employees, Swan Health Service and its clients and the Government on behalf of the community;

(b) ensuring that Swan Health Service operates in a manner consistent with the principles outlined in Section 7 of the Public Sector Management Act;

(c) developing and pursuing changes on a co-operative basis; and

(d) ensuring that Swan Health Service operates as effectively, efficiently and competitively as possible.

(3) The Hospital Salaried Officers Association and Swan Health Service, Management and Employees bound by this Agreement are committed to—

(a) Support and actively contribute to health service continuous quality improvement, including best practice, where best practice—

(i) is simply the best way of doing things;

(ii) is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to health service issues;

(iii) practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues;

(iv) is outcome rather than simply activity based;

(v) provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used;

(vi) depends on effective training, empowerment and participation of both management and employees to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process; and

(vii) are to be based on the following principles—

- customer/patient focus
- management commitment

- employee participation
- leadership
- information analysis
- policies and plans
- appropriate standards
- hospital/health service performance
- cost effectiveness
- working smarter

(b) Support the clinical, teaching, research and organisation goals of the health service and contribute to the achievement of those goals as active members of the health service community.

(c) Support and actively contribute to the achievement and/or maintenance of ACHS Accreditation.

(d) Actively contribute to the achievement of health service budgets.

(e) Assist with achieving Health department defined waiting list priorities and day surgery targets.

(f) Co-operate with the development and implementation of strategies to achieve length of stay targets.

(g) Participate in a Multidisciplinary approach to patient care.

(h) The principles of public sector administration, in particular to the principles contained in Sections 7., 8. and 9. of the Public Sector Management Act 1994.

In addition, Swan Health Service is committed to facilitating and encouraging the participation and commitment of employees.

8.—FRAMEWORK AND PRINCIPLES FOR FURTHER PRODUCTIVITY BARGAINING

(1) (a) Following the receipt of a request from the HSOA to negotiate an amendment to this Agreement with Swan Health Service, a representative from Swan Health Service will meet with a representative from the HSOA to discuss the request as soon as practicable but in any event within five working days of the receipt of the request.

These discussions should include process issues such as what sort of bargaining mechanism will be established, what consultative process can be used or needs to be put in place, possible initiatives to be considered and the time frame.

Negotiations will be conducted in a manner and time frame agreed by the parties to this Agreement.

(b) The negotiations should occur on the basis of a broad agenda of initiatives designed to improve efficiency, effectiveness, productivity, patient care and flexibility within Swan Health Service.

(c) The agenda should include but not be limited to—

(i) changes in work organisation, job design and working patterns and arrangements;

(ii) examination of terms and conditions of employment to ensure they are suited to Swan Health Service's operational requirements;

(iii) identification and implementation of best practice across all areas of service delivery;

(iv) (i), (ii) and (iii) can be achieved by means including but not limited to;

(aa) new training and skills development programs as and where required;

(bb) the optimum use of human and capital resources including new technology;

(cc) quality assurance and continuous improvement programs;

(dd) having due regard to operational requirements, allowing sufficient flexibility to enable employees to meet their family responsibilities; and

(ee) active occupational health and safety risk reduction, training and rehabilitation programs.

(2) In negotiating further salary increases in return for productivity improvements, the parties should ensure that the following issues have been addressed and/or applied—

(a) Productivity Improvements

Productivity improvements are changes which increase the efficiency and effectiveness of Swan Health Service in meeting its agreed and contracted service programs and outcomes. Productivity improvements may be related to work practices or arrangements. They may be things which go to minimise the cost of what is done, to the way things are done, to when they are done, to the quality of what is done or to improve the ability of the provider to meet patient and customer needs. They may or may not require changes from Award conditions.

Without limiting any of the above, in practice, the primary focus of Enterprise Bargaining in the workplace is likely to be on best practice, efficiency, effectiveness, competitiveness, cost savings, and quality of employment.

(b) Sharing Gains from Productivity Improvement

The parties accept that there is no precise formula for the sharing of gains from productivity improvements, but in any agreement, in addition to employee benefits, there must be a clear and specific return to Swan Health Service and/or the Government. Productivity improvements may be related to work practices or arrangements, subject to acceptance that where capital expenditure requires changes in work methods and/or the number of employees and the changes are of a nature that enhances the investment, it shall qualify as a productivity improvement, provided that there is a net quantifiable benefit to Swan Health Service.

Any agreement reached should not rely primarily on improvements which are merely the result of new technology or financial reforms or other such initiatives. For example; in the case of capital investment (technology), changes arising from capital expenditure for which Swan Health Service takes the risk and which require a reasonable return on the funds invested, do not necessarily count as a productivity improvement.

The treatment of improved efficiency arising from major capital expenditure is to be agreed by Swan Health Service and the HSOA and shall take into account factors such as the cost of capital.

Where employees repackage or exchange employment conditions, all or most of the saving or productivity improvement made by Swan Health Service can be returned to the employees.

(c) Identifying Productivity Increases

To assist in such a review a model for identifying productivity increases is contained in Attachment 5 of the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996. The model is included as a guide only and it is expected that it will be modified to meet the needs of Swan Health Service as required.

(d) Quantum and Timing of Increases

The aggregate productivity gains negotiated at Swan Health Service could result in increases greater than the targeted amount, however there are practical limits on how much can be paid and when the increases can be paid for specific operational improvements.

9.—AWARDS, AGREEMENTS AND WORKPLACE AGREEMENTS

(1) Relationship Between Agreements and Awards

Consistent with the Industrial Relations Act 1979 and the State Wage Principles, this Agreement shall provide the whole of the employees' wage increases for the life of the Agreement.

(2) Subject to the Industrial Relations Act 1979 and the State Wage Principles, the parties reserve their rights to seek to amend this Agreement to provide for further salary increases in return for productivity improvements at the Health Service.

(3) Choice between this Agreement and Workplace Agreements

(a) The parties accept that Employees will be given an informed and free choice between this Agreement and Workplace Agreements;

(b) To facilitate the making of an informed and free choice—

(i) Employees who are to be offered a choice between this Agreement and a workplace agreement may only be required to indicate their choice after the employee has been offered the position.

(ii) Where an employee has been offered a choice the employee shall have a minimum of seven days in which to decide which alternative to take, provided that where it is necessary to fill a position within a period of less than seven days or where an employer agrees to an employee commencing within a period of less than seven days, the employee shall have up to the date of formal acceptance.

(iii) The employee shall be provided with—

(aa) a copy of an agreed summary of this Agreement; and

(bb) a copy of a summary of the Workplace Agreement.

(iv) At the request of an employee, the employee shall be provided with;

(aa) access to a copy of this Agreement and the Workplace Agreement;

(bb) any other relevant documentation, such as information on salary packaging; and

(cc) information on where they can obtain further advice and on how to contact the Union.

For its part, the Union undertakes to advise all employees on the matter of choice whether or not they are members of the Union.

(c) If agreement on any aspect of this clause is not able to be reached the dispute settlement procedure set out in Clause 12 of this Agreement is to be followed.

(4) By agreement between the employer and the employee, an employee who has signed a Workplace Agreement prior to the registration of this S.41 Industrial Agreement can revisit the Workplace Agreement in light of this Agreement.

(5) All staff transferred or redeployed to Swan Health Service from within the Public Sector or within the Government Health Industry may be offered the choice of a Workplace Agreement or this Agreement subject to the discretion of Swan Health Service.

(6) All promotional positions and new staff recruited by Swan Health Service from outside the Public Sector may be provided with the choice of a Workplace Agreement or S41 Industrial Agreement, subject to the discretion of Swan Health Service.

(7) In the exercising of the discretion to only offer a Workplace Agreement under subclauses (5) and (6) of this clause, Swan Health Service shall ensure that the decision to only offer a Workplace Agreement is made for legitimate operational reasons. In exercising their discretion to only offer a Workplace Agreement, Swan Health Service is to liaise with the HSOA to ensure it is not done to circumvent the option of choice.

10.—RATES OF PAY AND THEIR ADJUSTMENT

Pursuant to the replacement of agreement no PSA AG98 of 1996, this agreement provides for a 5% salary increase effective from the date of registration of the agreement.

11.—RESOURCES FOR PRODUCTIVITY NEGOTIATIONS

(1) It is recognised that enterprise bargaining places considerable obligations upon the parties at Swan Health Service.

(2) (a) To assist in meeting these obligations, Swan Health Service will assist by providing appropriate resources having regard to the operational requirements of Swan Health Service and resource requirements associated with developing amendments to this Agreement aimed at achieving further salary increases in return for productivity improvements;

(b) It is accepted that employees of Swan Health Service who are involved in the enterprise bargaining process will be allowed reasonable paid time to fulfil their responsibilities in this process;

(c) Access to resources shall be negotiated with Swan Health Service and shall not unreasonably affect the operation of Swan Health Service;

(d) Any paid time or resources shall be provided in a manner suitable to both parties and to enable negotiations to occur and to assist in the achievement of agreement.

(e) The parties accept that the process of bargaining in good faith includes disclosing relevant information, as appropriate for the purposes of the negotiations and confidentiality and privacy in the negotiation process will be respected at all times.

(f) The parties accept that on occasions the nature of certain information may prejudice a party's position or not assist in the resolution of the matter. Subject to the rights of the parties to invoke Clause 12.—Dispute Avoidance and Settlement Procedures of this Agreement, a decision on whether or not to exchange or divulge information will be a matter for the relevant party to decide, provided that information shall not be unreasonably withheld;

(g) Where information of a commercial or sensitive nature is exchanged, the parties agree not to use or divulge that information outside of the negotiating forums.

(3) No officer or employee will be discriminated against as a result of activities conducted in accordance with this clause.

12.—DISPUTE AVOIDANCE AND SETTLEMENT PROCEDURES

(1) The objective of this Clause is to provide a set of procedures for dealing with any questions disputes or difficulties arising under this Agreement and for dealing with any questions, dispute or difficulty between the parties during negotiations for amendments to this Agreement.

(2) Subject to the Public Sector Management Act 1994, in the event of any question, dispute or difficulty between the parties as to the application of Government policy and the Wage Principles and/or their effect upon this Agreement, the Health Department and/or the Department of Productivity and Labour Relations (DOPLAR) are to provide advice to Swan Health Service in an attempt to resolve the matter.

(3) Subject to the Public Sector Management Act 1994, in the event of any question, dispute or difficulty arising under this Agreement, the following procedures shall apply, provided that nothing in these procedures shall prevent the Secretary of the HSOA (or his/her nominee) from intervening to assist in the process—

(a) The matter is to be discussed between the HSOA employee representative and the employer representative and an attempt made to resolve the matter;

(b) If the matter is unable to be resolved through discussions between the HSOA employee representative and the Swan Health Service representative, the matter is to be discussed between the employee representative and the Chief Executive Officer of Swan Health Service or his/her nominee, as soon as practicable but within five working days. Notification of any question, dispute or difficulty may be made verbally and/or in writing;

(c) The parties may individually or collectively seek advice from any appropriate organisation or person in an attempt to resolve the matter;

(d) If the matter is not resolved within five working days of the date of notification in (b) hereof, either party may notify the Secretary of the HSOA (or his/her nominee), or the Chief Executive Officer of Swan Health Service (or his/her nominee) of the existence of a dispute or disagreement;

(e) The Secretary of the HSOA (or his/her nominee) and the Chief Executive Officer of Swan Health Service (or his/her nominee) shall confer on the matters notified by the parties within five working days and—

(i) where there is agreement on the matters in dispute the parties shall be advised within two working days;

(ii) where there is disagreement on any matter it may be submitted to the Western Australian Industrial Relation Commission.

(4) Where any matter is referred to the Western Australian Industrial Relations Commission and the matter is not resolved by conciliation, then the matter remaining in dispute may be resolved by arbitration in accordance with the provisions of the Industrial Relations Act 1979 and the State Wage Principles.

13.—HOURS

This clause replaces Clause 13.—Hours of the Hospital Salaried Officers Award No. 39 of 1968.

(1) (a) The ordinary hours of work shall be an average of thirty eight per week and shall be worked by one of the following arrangements—

(i) Ordinary hours of work of thirty eight per week;

(ii) Flexitime roster covering a settlement period of four weeks;

(iii) Actual hours of seventy six over nine days with the tenth day to be taken as a paid rostered day off;

(iv) Such other arrangements as are agreed between the employer and employee. Provided that proposed hours of duty where set outside the terms of this Agreement shall be subject to ratification of the WA Industrial Commission.

(v) In addition to the above arrangements, where the employee and the employer so agree in writing, shifts of not more than 12 hours may be worked.

(b) Subject to the following, where the employer and an employee or group of employees agree in writing, shifts of up to 12 hours may be worked provided the average normal hours worked in a shift cycle or settlement period does not exceed 76 per fortnight.

(i) While recognising that in the course of an averaging process there may be some individual variances, the terms and conditions of the shift agreement shall on balance be no less favourable than those prescribed by this Agreement;

(ii) The period of the shift cycle or settlement period over which the arrangement may extend shall be clearly defined;

(iii) The arrangement shall allow for a minimum of one clear day off in each 7 days;

(iv) The arrangement may allow for additional time off in lieu of penalty rates;

(v) The arrangement may allow for salary averaging of regular penalties and allowances including penalties for working on a public holiday;

(vi) Any proposed arrangement or agreement which extends beyond these parameters must be referred to the Industrial Relations Commission for ratification.

(c) Where the employer has made a definite decision to introduce changes to shift rosters or employees' ordinary hours, the employer shall notify the employees who may be affected by the proposed changes and the Union as soon as the decision has been made and before the changes are to be introduced. Discussion with the employees and union shall occur consistent with the Introduction of Change clause of the Hospital Salaried Officers Award No. 39 of 1968.

(d) The operation of working arrangements prescribed in paragraph (a) above, shall be consistent with the working arrangements prescribed in this clause.

(2) Ordinary Hours

Subject to the Award clauses other than those expressly replaced by this Agreement, the spread of ordinary hours will be from 6.00am to 6.00pm Monday to Friday inclusive with a meal break of not less than 30 minutes nor more than 60 minutes to be taken between 12.00noon and 2.00pm, provided that an employee may with prior approval of their supervisor be allowed to extend the meal break beyond 60 minutes to a maximum of 90 minutes.

(3) Other Working Arrangements

(a) The ordinary hours of duty observed may be varied in accordance with subclause (1)(a)(iv) so as to make provisions for—

(i) the attendance of employees for duty on a Saturday, Sunday, or Public Holidays.

(ii) the performance of shift work including work on Saturdays, Sundays or Public Holidays; and

(iii) the nature of the duties of an employee or class of employees in fulfilling the responsibilities of their office.

provided that where the hours of duty are so varied an employee shall not be required to work more than five hours continuously without a break unless agreed in writing between the employee and the employer.

(b) Notwithstanding the above, where it is considered necessary to provide a more economic operation, the employer may authorise the operation of alternative working arrangements in the hospital/health service, or any branch or section thereof.

The continuing operation of any alternative working arrangements, so approved, will depend on the employer being satisfied that the efficient functioning of the hospital/health service is being enhanced by its operation.

Such alternative working arrangements shall be in accordance with subclause (1)(a)and (d).

(4) Flexitime Arrangements

(a) Flexitime Roster

(i) The authorisation of a flexitime roster shall be the responsibility of the employer. The roster will indicate the minimum staffing and any other requirements in respect to starting and finishing times, lunch break coverage and flexileave.

(ii) The roster shall cover a settlement period of four weeks and shall be made available to all affected employees no later than three days prior to the settlement period commencing.

(iii) The roster shall be prepared in consultation with the affected employees, subject to the employer retaining the right to determine arrangements to suit the operational needs of the department.

(iv) Subject to four weeks notice being given to affected employees, the employer may withdraw authorisation of a flexitime roster.

(b) Hours of Duty

(i) The ordinary hours of duty may be an average of 7 hours 36 minutes per day which may be worked with flexible commencement and finishing times in accordance with the provisions of this subclause, provided that the required hours of duty for each four week settlement period shall be 152 hours.

(ii) For the purpose of leave and Public Holidays, a day shall be credited as 7 hours 36 minutes.

(c) Flexitime Periods

Within the constraints of the prepared roster and subject to the concurrence of the supervisor, employees may select their own starting and finishing times within the following periods—

6.00 am to 9.30 am

11.00 am to 2.30 pm (Minimum half an hour break)

3.30 pm to 6.00 pm

(d) Core Periods

Core periods may be set by agreement between the employer and the employee.

(e) Lunch Break

(i) An employee shall be allowed to extend the meal break between 11 am and 2.30 pm of not less than 30 minutes but not exceeding 60 minutes except as provided below.

(ii) An employee may be allowed to extend the meal break beyond 60 minutes to a maximum of 90 minutes. Such an extension is subject to prior approval of the employee's supervisor.

(f) Flexileave

(i) Within the constraints of the prepared roster and subject to the prior approval of the supervisor, an employee may be allowed a maximum of two full days or any combination of half days and full days that does not in total exceed two days in any one settlement period.

(ii) Approval to take flexileave is subject to the employee having accrued sufficient credit hours to cover the absence prior to taking the leave. In exceptional circumstances and with the approval of the employer,

flexileave may be taken before accrual subject to such conditions as the employer may impose.

(g) Settlement Period

(i) For recording time worked, there shall be a settlement period which shall consist of four weeks.

(ii) The settlement period shall commence at the beginning of a pay period.

(iii) The required hours of duty for a settlement period shall be 152 hours.

(h) Credit Hours

(i) Credit hours in excess of the required 152 hours to a maximum of 7 hours 36 minutes are permitted at the end of each settlement period. Such credit hours shall be carried forward to the next settlement period.

(ii) Credit hours in excess of 7 hours 36 minutes at the end of a settlement period shall be lost.

(iii) Credit hours at any point within the settlement period shall not exceed 20 hours.

(i) Debit Hours

(i) Debit hours below the required 152 hours to a maximum of 4 hours are permitted at the end of each settlement period.

Such debit hours shall be carried forward to the next settlement period.

(ii) For debit hours in excess of 4 hours, an employee shall be required to take leave without pay for the period necessary to reduce debit hours to those specified in subparagraph (i) of this subclause.

(iii) Employees having excessive debit hours may be required to work standard working hours in addition to not being paid for the number of hours in excess of the debit hours permitted at the end of each settlement period.

(j) Maximum Daily Working Hours

Subject to subclause (1)(b), a maximum of 10 hours may be worked in any one day.

(k) Study Leave

Where study leave has been approved by the employer, credits will be given for education commitments falling within the ordinary hours of duty and for which "time off" is necessary to allow for attendance at formal classes.

(l) Overtime

(i) Employees receiving at least one day's prior notice of overtime shall be required to work the ordinary hours of duty determined by the employer under subclause (1) of this clause.

(ii) Where an employee is required to work overtime at the conclusion of a day with less than one day's notice, and

(aa) where the employee has at the commencement of that day 2 hours or more flexitime credits, the employee shall be paid overtime after 5 hours work on that day, or for time worked after 3.30 pm, whichever is the later, or

(bb) where that employee has commenced duty prior to 8.30 am and has, at the commencement of that day, less than 2 hours flexitime credits, the employee shall be paid overtime, for time worked after the completion of ordinary hours of duty or after working 7 hours 36 minutes on that day, whichever is the earlier, or

(cc) where that employee has commenced work after 8.30 am and has, at the commencement of that day, less than 2 hours flexitime credits, the employee shall be paid overtime for time worked after 5.30 pm or after working 7 hours 36 minutes, on that day whichever is the earlier.

(iii) Where an employee is required to work overtime at the beginning of a day with less than one day's notice, that employee shall be paid overtime for any time worked prior to the commencing time for ordinary hours of duty determined by the employer under subclause (1) of this clause.

(5) Nine Day Fortnight

(a) Hours of Duty

(i) The employer may authorise the operation of a nine day fortnight where the ordinary hours of duty of 76 hours a fortnight are worked over nine days of the fortnight, exclusive of work performed on Saturday, Sunday and the special rostered day off, with each day consisting of 8 hours and 27 minutes.

(ii) The employer shall determine employees' commencing and finishing times between the spread of 6.00 am and 6.00 pm, in order to ensure that departmental requirements are met on each day.

(b) Lunch Break

A meal break shall be allowed and taken in accordance with the standard provisions of this clause.

(c) Special Rostered Day Off

Each employee shall be allowed one special rostered day off each fortnight in accordance with a roster prepared by management showing days and hours of duty and special rostered days off for each employee.

(d) Leave and Public Holidays.

For the purposes of leave and Public Holidays, a day shall be credited as 8 hours 27 minutes notwithstanding the following—

(i) When a Public Holiday falls on an employee's special rostered day off the employee shall be granted a day in lieu of the holiday prior to the conclusion of the current fortnight.

(ii) For a Public Holiday occurring during a period of annual leave, an additional day will be added to the period of leave irrespective of whether it falls on a rostered work day or special rostered day off.

(iii) A four week annual leave entitlement is equivalent to 152 hours, the equivalent to eighteen rostered working days of 8 hours 27 minutes, and two special rostered days off.

(iv) An employee who is sick on a special rostered day off will not be granted sick leave for that day, and will not be credited with an additional day off in lieu.

(e) Overtime

The provisions of the relevant overtime clause, shall apply for work performed prior to an employee's nominated starting time and after an employee's nominated ceasing time in accordance with subparagraph (a)(ii) and on an employee's special rostered day off.

(f) Study Leave

Credits for Study Leave will be given for educational commitments falling due between and employee's nominated starting and finishing times.

14.—PART-TIME EMPLOYEES

To be read in conjunction with Clause 34.—Part-time Employees of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Part-time workers aged 21 years or more shall be paid at a rate pro-rata to the rate prescribed for the class of work for which they are engaged in the proportion to which their fortnightly hours bear to 76 hours per fortnight.

(2) When a part-time worker as defined by the Hospital Salaried Officers Award No. 39 of 1968, commences employment on or after the 1 July 1996, he/she shall accrue service towards progression onto subsequent salary increments within a salary level, on a pro-rata basis of the number of hours worked to full time hours.

(3) Provided that relevant prior service and experience shall be taken into account when determining at what increment within a specified salary level a part-time employee is appointed.

15.—MEDICAL IMAGING TECHNOLOGISTS

This provision replaces Clause 12. of the Hospital Salaried Officers Award No. 39 of 1968.

Notwithstanding anything contained elsewhere in this Agreement or in the Hospital Salaried Officers Award No. 39 of 1968, Medical Imaging Technologists who were prior to this Agreement employed on a thirty-five hour and four week annual leave basis shall as a result of the registration of this Agreement, be employed on a thirty-five and a half (35.5) hour week and four week annual leave basis.

16.—PUBLIC HOLIDAYS

This provision replaces subclause 16(1)(a) of the Hospital Salaried Officers Award No. 39 of 1968.

(1) The following days or the days observed in lieu thereof shall subject as hereinafter provided, be allowed as holidays without deduction of pay, namely New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties in lieu of any of the days named in this subclause.

(2) With effect from 1 April 1996 employees covered by this Agreement shall not be eligible to receive the two floating holidays otherwise provided for by Operational Instruction 657/95 and Circular to Ministers No. 1 of 1994 issued by the Office of The Premier. Provided that the holiday employees become eligible to receive on 2 January 1996 may be taken in accordance with the above mentioned Circular before 1 January 1997.

17.—LONG SERVICE LEAVE

This clause replaces Clause 19. Long Service Leave of the Hospital Salaried Officers Award No. 39 of 1968 with effect from 1st April 1996.

(1) An employee shall be entitled to thirteen weeks paid long service leave on the completion of ten years of continuous service and an additional thirteen weeks paid long service leave for each subsequent period of ten years of continuous service completed by the employee.

(2) Notwithstanding subclause (1), an employee in employment with an employer respondent to the Hospital Salaried Officers Award N0. 39 of 1968 at the time of the inception of this agreement shall retain the proportion of long service leave accrued at the rate provided by the Award at that time and accrue the balance at the ten year rate.

(3) Upon application by an employee, the employer may (subject to subclause (4) of this Agreement), approve of the taking by the employee—

(a) of double the period of long service leave on half pay, in lieu of the period of long service leave entitlement on full pay; or

(b) of half the period of long service leave on double pay, in lieu of the period of long service leave entitlement on full pay; or

(c) of any portion of his/her long service leave entitlement on full pay or double such period on half pay; or half such period on double pay

(d) A full time employee who, during a qualifying period towards an entitlement of long service leave was employed continuously on both a full time and part time basis may elect to take a lesser period of long service leave calculated by converting the part time service to equivalent full time service.

(4) Long service leave may be taken in weekly multiples on full, half or compacted pay provided that where an employees remaining portion of accrued untaken leave entitlement is less than a week such portion may be taken.

(5) Any holiday occurring during the period in which an employee is on long service leave will be treated as part of the long service leave, and extra days in lieu thereof shall not be granted.

(6) Long service leave shall be taken as it falls due at the convenience of the employer but within three years next after becoming entitled thereto: Provided that the employer may approve the accumulation of long service leave not exceeding twenty six weeks.

(7) (a) An employee who;

1. at or before the 1st April 1996 was employed by Swan Health Service, and has completed at least 15 years continuous service within the Western Australian Public Sector; or
2. commenced employment with Swan Health Service after the 1st April 1996, and has completed at least 15 years continuous service within the Western Australian Public Sector Health Industry;

may, by agreement with the employer, take pro-rata long service leave provided that the employee has completed at least three years continuous service with Swan Health Service immediately prior to taking this leave.

(b) An employee who resigns from their employment with Swan Health Service and who;

1. at or before the 1st April 1996 was employed by Swan Health Service, and has completed at least 15 years continuous service within the Western Australian Public Sector; or
2. commenced employment with Swan Health Service after the 1st April 1996, and has completed at least 15 years continuous service within the Western Australian Public Sector Health Industry;

shall, in addition to any accrued long service leave be paid pro-rata long service leave, provided that the employee has completed at least three years continuous service with Swan Health Service immediately prior to his/her resignation.

(8) For the purposes of subclause (7), the Western Australian Public Sector Health Industry shall mean the Minister for Health, the Commissioner of Health and all Public Sector Hospitals, Health Services and Agencies constituted under the Hospitals and Health Services Act 1927.

(9) Where an Employee has been redeployed at the direction of a Western Australian Public Sector Employer, 3 years continuous service for the purposes of subclauses (7) of this Clause shall be calculated including the service with such previous employer or employers.

(10) An employee who resigns having not qualified to be paid pro-rata long service leave in accordance with subclause (8) shall, subject to subclause (12), be entitled to payment for accrued long service leave only.

(11) An employee who is dismissed, shall not be entitled to long service leave or payment for long service leave other than leave that had accrued to the employee prior to the date of the offence for which the employee is dismissed provided that an employee who is dismissed through no fault of his/her own and who having completed at least 15 years continuous service, calculated in accordance with the provisions of this Clause, and having completed at least three years continuous service, calculated in accordance with the provisions of this Clause, with Swan Health Service immediately prior to dismissal shall, in addition to any accrued long service leave be paid pro-rata long service leave.

(12) A lump sum payment for long service leave accrued in accordance with this clause and for pro-rata long service leave shall be made in the following cases—

(a) To an employee who retires at or over the age of fifty-five years or who has retired on the grounds of ill health, provided that no payment shall be made for pro-rata long service leave unless the employee has completed not less than twelve months' continuous service.

(b) To an employee who has retired for any other cause: Provided that no payment shall be made for pro-rata long service leave unless the employee had completed not less than three years' continuous service before the date of his/her retirement.

(c) To the widow or widower of an employee or such other person as may be approved by the employer in the event of the death of an employee: Provided that no payment shall be made for pro-rata long service leave unless the employee had completed not less than twelve months' continuous service prior to the date of his/her death.

(13) A calculation of the amount due for long service leave accrued and for pro-rata long service leave shall be made at the rate of salary of an employee at the date of retirement, resignation or death, whichever applies and no such payment shall exceed the equivalent of twelve months' salary.

(14) Long service leave accrued prior to the issue of the Hospital Salaried Officers Award No. 39 of 1968 shall remain to the credit of each employee.

(15) Subject to the provisions of subclauses (6), (10), (11), (12) and (16) of this clause, the service of an employee shall not be deemed to have been broken—

(a) by resignation, where he/she resigned from the employment of an employer a party to the Award and commenced with another employer a party to the Award within one working week of the expiration of any period for which payment in lieu of annual leave or holidays has been made by an employer party to the Award from whom he/she resigned or, if no such payment has been made, within one working week of the day on which his/her resignation became effective;

(b) if his/her employment was ended by his/her employer who is party to the Award, for any reason other than misconduct or unsatisfactory service but only if—

(i) the employee resumed employment with an employer party to the Award not later than six months from the day on which his/her employment ended; and

(ii) payment pursuant to subclause (11) of this clause has not been made; or

(c) by any absence approved by the employer as leave whether with or without pay.

(16) The expression "continuous service" in this clause includes any period during which an employee is absent on full pay or part pay, from his/her duties with any employer party to the Award, but does not include—

(a) any cumulative period exceeding two weeks in any one anniversary year during which the employee is absent on leave without pay;

(b) Any service of the employee who resigns or is dismissed, other than service prior to such resignation or to the date of any offence in respect of which the employee is dismissed when such prior service has actually entitled the employee to long service leave, including pro-rata long service leave, under this clause.

(17) Portability

(a) Where an employee was, immediately prior to being employed by Swan Health Service, employed in the service of—

- The Commonwealth of Australia, or
- Any other State Government of Australia, or
- Any Western Australian State public sector or state government employer,

and the period between the date when the employee ceased previous employment and the date of commencing employment by a respondent to this Agreement does not exceed one week, that employee shall be 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 of appointment under the Public Sector Management Act, shall be 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 shall be 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 shall be calculated upon appointment by a respondent to this Agreement in accordance with the provisions of this clause.

(b) Nothing in this clause confers or shall be deemed to confer on any employee previously employed by the Commonwealth or by any other State of Australia anyentitlement to a complete period of long service leave that accrued in the employee's favour prior to the date on which the employee commenced with Swan Health Service.

(18) At the request of the employee and with the agreement of the employer, an employee faced with pressing personal needs, may be paid in lieu of taking a portion of long service leave.

18.—SICK LEAVE

This provision replaces subclause (7) of Clause 18.—Sick Leave of the Hospital Salaried Officers Award No. 39 of 1968.

The basis for the cumulative accrual of sick leave shall be—

	Leave On Full Pay Working Days
(a) On date of employment of the employee	5
(b) On completion by the employee of six months' service	5
(c) On completion by the employee of twelve months' service	10
(d) On completion of each additional twelve months' service by the employee	10

Provided that where an employee has accrued sick leave on half days pay prior to the date upon which this Agreement comes into effect those accrued half days shall be converted to the equivalent of full days sick leave and shall remain to the employee's credit until such time as they may be taken.

19.—FAMILY, BEREAVEMENT AND PERSONAL LEAVE

This clause replaces Clause 17.—Short Leave of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Family Leave

(a) In this subclause "family member" means the employee's spouse, defacto spouse, child, step child, parent, step parent. This entitlement will also apply to another person who lives with the employee as a member of the employee's family.

(b) The employee is entitled to use up to 38 hours of his/her personal accrued sick leave to care for an ill family member each year, providing the employee must maintain a minimum of 10 days of sick leave available for personal use in each year. Subject to subclause (e), all family leave taken is deducted from the employee's sick leave entitlement.

(c) Family leave is not cumulative from year to year.

(d) Medical certificate requirements are as per those for Sick Leave under the Award.

(e) Where an employee has insufficient accrued sick leave, by mutual agreement, up to five days of annual leave may be used for the purpose of family leave.

(2) Bereavement Leave

(a) An employee shall on the death of—

(i) the spouse of the employee;

(ii) the child or step-child of the employee;

(iii) the parent or step-parent of the employee;

(iv) the brother, sister, step brother or step sister; or

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

be eligible for up to two (2) days bereavement leave, provided that at the request of an employee the employer may exercise a discretion to grant bereavement leave to an employee in respect of some other person with whom the employee has a special relationship.

(b) The 2 days need not be consecutive.

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

(d) An employee who claims to be entitled to paid leave under paragraph (a) of this subclause is to provide to the employer, if so requested, evidence that would satisfy a reasonable person as to—

(i) the death that is the subject of the leave sought; and

(ii) the relationship of the employee to the deceased person.

(e) An employee requiring more than two days bereavement leave in order to travel overseas in the event of the death overseas of a member of the employees immediate family may, upon providing adequate proof, in addition to any bereavement leave to which the employee is eligible, have immediate access to annual leave and/or accrued long service leave in weekly multiples and/or leave without pay provided all accrued leave is exhausted.

(3) Special Personal Leave

(a) Without Pay

The employer may upon the request of an employee, grant that employee special leave without pay for any special or personal reason.

(b) Use of Annual Leave

The employer may, upon the request of an employee and with sufficient cause being shown, which may in the circumstances be with little notice, grant that employee single days of annual leave for pressing personal emergencies.

20.—ALLOWANCES

(1) Where an employee subject to this Agreement is paid an allowance as provided under the Hospital Salaried Officers Award No. 39 of 1968, which is calculated as a percentage of a salary rate prescribed by that Award, the allowance shall for the life of this Agreement, now be calculated using the salary rates as prescribed at Clause 22.—Salaries of this Agreement.

21.—OVERPAYMENTS

(1) Where an employee is paid for work not subsequently performed or is overpaid in any other manner, the employer is entitled to make adjustment to the subsequent wages or salaries of the employee.

(2) One-off Overpayments

Subject to subclauses (4) and (5), one-off overpayments may be recovered by the employer in the pay period immediately following the pay period in which the overpayment was made, or in the period immediately following the pay period in which it was discovered that overpayment has occurred.

(3) Cumulative Overpayments

Subject to subclauses (4) and (5), cumulative overpayments may be recovered by the employer at a rate agreed between the employer and the employee, provided that the rate at which the overpayment is recovered is not at a lesser rate than the rate at which it was overpaid or $50 per week, depending on which is the lesser amount per pay period.

(4) In exceptional circumstances, other arrangements for the recovery of overpayments may be agreed between the employer and the employee.

(5) the employer is required to notify the employee of their intention to recoup overpayment and to consult with the employee as to the appropriate recovery rate.

22.—SALARIES

This clause replaces Schedule A—Minimum Salaries of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Subject to the provision of Clause 9.—Salaries of the Award and to the provisions of this Clause the minimum annual salaries for employees bound by this Agreement are set in this Clause and shall apply from date of registration until the expiry of this Agreement.

(2) Minimum Salaries are detailed as follows. The rates of pay have been adjusted to reflect the increase in Clause 10 of the Agreement and represent full and final settlement of wage adjustments provided for in this Agreement.

LEVELS	Award Rate + 2 ASNA + 5% + 2% effective prior to date of registration Salary P/Annum	Award Rate + 2 ASNA +5% + 2% + 5% effective from date of registration Salary P/Annum
LEVEL 1		
under 17 years of age	11,654	12,237
17 years of age	13,609	14,289
18 years of age	15,886	16,680
19 years of age	18,387	19,306
20 years of age	20,649	21,681
1st year of full-time equivalent adult service	22,682	23,816
2nd year of full-time equivalent adult service	23,382	24,551
3rd year of full-time equivalent adult service	24,078	25,282
4th year of full-time equivalent adult service	24,772	26,011
LEVEL 2	25,469	26,742
	26,167	27,475
	26,969	28,317
	27,524	28,900
	28,343	29,760
LEVEL 3	29,311	30,777
	30,064	31,567
	30,856	32,399
	32,118	33,724
LEVEL 4	32,779	34,418
	33,770	35,459
	34,788	36,527
	36,235	38,047
LEVEL 5	36,989	38,838
	38,025	39,926
	39,090	41,045
	40,187	42,196
LEVEL 6	42,299	44,414
	43,867	46,060
	46,095	48,400
LEVEL 7	47,287	49,651
	48,797	51,237
	50,362	52,880
LEVEL 8	52,648	55,280
	54,522	57,248
LEVEL 9	57,358	60,226
	59,331	62,298
LEVEL 10	61,491	64,566
	64,966	68,214
LEVEL 11	67,741	71,128
	70,563	74,091
LEVEL 12	74,432	78,154
	77,047	80,899
	80,028	84,029
CLASS 1	84,537	88,764
CLASS 2	89,046	93,498
CLASS 3	93,553	98,231
CLASS 4	98,062	102,965

(a) An employee, who is 21 years of age or older on appointment to a classification equivalent to Level 1, may be appointed to the minimum rate of pay based on years of service, not on age.

(b) A Medical Typist or Medical Secretary shall be paid a medical terminology allowance of $1000 per annum.

For the purposes of this subclause 'Medical Typist' and 'Medical Secretary' shall mean those workers classified on a classification equivalent to Level 1,2, or 3 who spend at least 50% of their time typing from tapes, shorthand, and/or Doctor's notes of case histories, summaries, reports or similar material involving a broad range of medical terminology.

(3) Salaries.—Specified Callings and Other Professionals are detailed as follows. The rates of pay have been adjusted to reflect the increases in Clause 10 of the Agreement, and represent full and final settlement of wage adjustments provided for in this Agreement.

(a) Employees, who possess a relevant tertiary level qualification, or equivalent as agreed between the union and the employers, and who are employed in the callings of Architect, Audiologist, Bio Engineer, Chemist, Dietitian, Engineer, Medical Scientist, Librarian, Occupational Therapist, Physiotherapist, Physicist, Pharmacist, Clinical Psychologist, Psychologist, Research Officer, Scientific Officer, Social Worker, Speech Pathologist, Podiatrist, Medical Imaging Technologist, Nuclear Medicine Technologist, Radiation Therapist, Orthotist, or any other professional calling as agreed between

the Union and employers, shall be entitled to Annual Salaries as follows—

LEVELS	Award Rate + 2 ASNA + 5% + 2% effective prior to date of registration Salary P/Annum	Award Rate + 2 ASNA +5% + 2% + 5% effective from date of registration Salary P/Annum
LEVEL 3/5	29,311	30,777
	30,856	32,399
	32,779	34,418
	34,788	36,527
	38,025	39,926
	40,187	42,196
LEVEL 6	42,299	44,414
	43,867	46,060
	46,095	48,400
LEVEL 7	47,287	49,651
	48,797	51,237
	50,362	52,880
LEVEL 8	52,648	55,280
	54,522	57,248
LEVEL 9	57,358	60,226
	59,331	62,298
LEVEL 10	61,491	64,566
	64,966	68,214
LEVEL 11	67,741	71,128
	70,563	74,091
LEVEL 12	74,432	78,154
	77,047	80,899
	80,028	84,029
CLASS 1	84,537	88,764
CLASS 2	89,046	93,498
CLASS 3	93,553	98,231
CLASS 4	98,062	102,965

(b) Subject to paragraph (d) of this sub clause, on appointment or promotion to the Level 3/5 under this sub clause—

(i) Employees, who have completed an approved three academic year tertiary qualification, relevant to their calling, shall commence at the first year increment;

(ii) Employees, who have completed an approved four academic year tertiary qualification, relevant to their calling, shall commence at the second year increment;

(iii) Employees, who have completed an approved Masters or PhD Degree relevant to their calling shall commence on the third year increment;

Provided that employees who attain a higher tertiary level qualification after appointment shall not be entitled to any advanced progression through the range.

(c) The employer and union shall be responsible for determining the relevant acceptable qualifications for appointment for the callings covered by this sub clause and shall maintain a manual setting out such qualifications.

(d) The employer in allocating levels pursuant to paragraph (b) of this sub clause may determine a commencing salary above Level 3/5 for a particular calling/s.

(4) The following conditions shall apply to employees in the callings detailed below—

Engineers—

Employees employed in the calling of Engineer and who are classified Level 3/5 under this Agreement shall be paid a minimum salary at the rate prescribed for the maximum of Level 3/5 where the employee is an "experienced engineer" as defined.

For the purposes of this paragraph "experienced engineer" shall mean—

(a) An engineer appointed to perform professional engineering duties and who is a Corporate Member of The Institution of Engineers, Australia, or who attains that status during service.

(b) An engineer appointed to perform professional duties who is not a Corporate Member of the Institution of Engineers, Australia but who possesses a degree or diploma from a University, College, or Institution acceptable to the employer on the recommendation of the Institution of Engineers, Australia, and who—

(i) having graduated in a four or five academic year course at a University or Institution recognised by the employer, has had four years experience on professional engineering duties acceptable to the employer since becoming a qualified engineer, or

(ii) not having a University degree but possessing a diploma recognised by the employer, has had five year's experience on professional engineering duties, recognised by the employer since becoming a qualified engineer.

(5) The rates of pay in this Agreement include the first $8.00 per week arbitrated safety net adjustment payable under the December, 1994 State Wage Decision. This first $8.00 per week arbitrated safety net adjustment may be offset to the extent of any wage increase as a result of agreements reached at enterprise level since 1 November, 1991. Increases made 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 arbitrated safety net adjustments.

(6) The rates of pay in this Agreement include the second $8.00 per week arbitrated safety net adjustment payable under the December 1994 State Wage Decision. This second $8.00 per week arbitrated safety net adjustment may be offset to the extent of any wage increase payable since 1 November, 1991, pursuant to enterprise agreements in so far as that wage increase has not previously been used to offset an arbitrated safety net adjustment. Increases made 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 arbitrated safety net adjustments.

(7) The first and second arbitrated safety net increases have, for the purposes of this agreement been offered against past productivity improvements.

23.—RATIFICATION

The signatories that follow testify to the fact that this Agreement shall come into effect as of the date of registration.

Michael Hartland

common seal affixed

(signed by M Hartland)	26/11/97
(Signature)	(Date)

President, for and on behalf of the Hospital Salaried Officers Association of Western Australia (Union of Workers)

Daniel P Hill

common seal affixed

(signed by D Hill)	26-11-97
(Signature)	(Date)

Secretary, for and on behalf of the Hospital Salaried Officers Association of Western Australia (Union of Workers)

Philip Aylward

(signed by P Aylward)	25 November 1997
(Signature)	(Date)

General Manager Swan Health Service, for and on behalf of the Metropolitan Health Service Board

ATTACHMENT 1—MODEL FOR IDENTIFYING PRODUCTIVITY INCREASES

The following model is to be used as a guide only and it is expected that it will be modified to meet the needs of Swan Health Service as required.

A Model for Identifying Productivity Increases

The primary focus of Enterprise Bargaining in the workplace will be on best practice, efficiency, effectiveness, competitiveness and cost saving.

Employees to focus on the following areas—

- Productivity Improvements which can be made: Identification of all possibilities for improving productivity through looking at possible changes in what work is done, how the work is done, who does the work, who could better do the work, when the

work is done, whether the work should be done (ie. whether a particular task can be performed less often and still achieve a satisfactory output) possibilities for multi-skilling and opportunities to reduce costs (including financial costs) and reduce waste.

- Barriers to Productivity Improvements: Identification of any significant barriers to improving productivity, such as, need for training, need for equipment, problems with computer programs, demarcation problems and arguments about who should do what, award constraints, information or guidelines problems, problems in regard to supervision, whether too much or not enough, or of poor quality, opportunities and barriers to self management, physical barriers such as the location of various functions which interact with each other and barriers to communication.

Employers, in consultation with their Employees, to focus on all of the above plus macro issues impacting on productivity—

- Structural Matters: Management may need to look at the structures within which the work is done and how they can be improved upon.
- Management Style: Management style and its appropriateness may need to be examined at both an organisational and departmental level.
- Best Practice, Benchmarking, Continuous Improvement and New Opportunities: Initiatives in these areas will in general need to be initiated by management. This is an important area given that one of its outcomes should be improved competitiveness.

  Where barriers to competitiveness beyond the control of the employer/health service are identified, these should be drawn to the attention of the Health Department so that they can be addressed on an industry basis.
- Culture and Environment: Management culture and organisational culture may need to be examined in light of the overall direction of health management and where appropriate programs and training be introduced to address any identified problems.

Quality of Employment—Issues to be Examined by Both Employees and Employers—

This area does not necessarily impact on productivity, as such, but may have a positive impact financially and/or an improvement in the non-wage rewards of employment and is therefore a very valuable, win-win, area for both employees and employers. Matters to be examined under this heading include, but are not confined to—

- Occupational Health and Safety
- Unplanned Absences
- Health and Welfare of the Workforce
- Family needs and other demands on workers: better ways to accommodate and acknowledge these without losing focus on the main objectives in regard to responsibility for service to the employer.
- Use of Leave
- Equal Opportunity
- Career paths, including access to special project work, providing opportunities for development and recognition
- Employee Recognition, through feedback, support, acknowledgment, enablement, empowerment, consultation and non-financial rewards
- Training and Development
- Equity Issues

INSTITUTE OF THE BLESSED VIRGIN MARY NON-TEACHING STAFF ENTERPRISE BARGAINING AGREEMENT 1997.

No. AG 307 of 1997.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Institute of the Blessed Virgin Mary

and

The Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch and Others.

No. AG 307 of 1997.

Institute of The Blessed Virgin Mary Non-Teaching Staff Enterprise Bargaining Agreement 1997.

17 December 1997.

Order.

HAVING heard Ms A.M. Britto on behalf of the applicant and Ms D. MacTiernan on behalf of the Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch, Mr A. Dzieciol on behalf of the Australian Nursing Federation, Industrial Union of Workers, Perth and Ms T.I. Howe on behalf of the Independent Schools Salaried Officers Association of Western Australia, Industrial Union of Workers, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1997, hereby orders—

THAT the Institute of The Blessed Virgin Mary Non-Teaching Staff Enterprise Bargaining Agreement 1997 filed in the Commission on the 31st day of October 1997 and as subsequently amended by the parties be registered on and from the 5th day of December 1997.

(Sgd.) A. R. BEECH,
[L.S.] Commissioner.

Schedule.

PART I

PARAMETERS

1.—TITLE

This Agreement shall be known as the "Institute of The Blessed Virgin Mary Non-Teaching Staff Enterprise Bargaining Agreement 1997".

2.—ARRANGEMENT

Part I Parameters
1. Title
2. Arrangement
3. Term
4. Parties To The Agreement
5. Scope
6. Definitions
7. Objectives
8. No Reduction
9. No Extra Claims

Part II General Conditions of Service
10. Contract of Service
11. Other Leave
12. Leave Without Pay
13. Sick Leave
14. Family Leave
15. Parental Leave
16. Long Service Leave
17. Annual Leave Loading
18. Public Holidays
19. Casual Employees
20. Part-Time Employees
21. Higher Duties
22. Rest Pauses and Meal Breaks
23. Travelling and Motor Vehicle Allowances
24. Location Allowances

25. Superannuation
26. Payment of Wages
27. Time And Wages Record
28. Right of Access, Notices and Interviews
29. Dispute Settling Procedures

Part III Teacher's Aides' / Teaching Assistants
30. Hours
31. Wages
32. Classifications
33. Vacation Leave

Part IV School Employees
34. Hours
35. Rosters
36. Overtime
37. Weekend Work
38. Wages
39. Classifications
40. Uniforms
41. Protective Clothing

Part V Administrative and Technical Officers
42. Hours
43. Annual Leave
44. Salaries
45. Classifications

Part VI (Boarding House) Supervisors
46. Hours
47. Rosters
48. Vacation Leave
49. Salaries
50. Classifications
51. Lodging Conditions
52. General Conditions

Part VII Nurses
53. Time Off Duty
54. Vacation Leave
55. Wages
56. Laundry and Uniforms
57. Board and Lodging

Appendix A—Parties Bound
Appendix B—Awards
Endorsements

3.—TERM

(1) This Agreement shall—

(a) come into effect on the 5th day of December 1997;

(b) expire on the 31st day of December 1998.

(2) The parties have agreed to review the rates of pay by the 1st day of January 1998.

4.—PARTIES TO THE AGREEMENT

This Agreement is made between the employer set out in Appendix A—Parties Bound and the registered organisations of employees listed in Appendix A—Parties Bound.

5.—SCOPE

(1) This Agreement shall apply to those employees as defined in Clause 6.—Definitions of this Agreement employed by the employer as prescribed in Appendix A—Parties Bound.

(2) Where there is any inconsistency between this Agreement and the relevant award, this Agreement will apply to the extent of the inconsistency.

(3) Except as provided by this Agreement, the conditions of employment of non-teaching staff employed in Catholic Schools in Western Australia will be in accordance with the following awards—

Independent Schools Administrative and Technical Officers Award 1993;

School Employees (Independent Day & Boarding Schools) Award, 1980;

Teachers' Aides' (Independent Schools) Award 1988;

Independent Schools (Boarding House) Supervisory Staff Award

Nurses' (Independent Schools) Award.

(4) The number of employees covered by this Agreement is 6.

6.—DEFINITIONS

This Enterprise Bargaining Agreement covers the following classifications—

Teacher's Aides' / Teaching Assistants as defined in Part III, Clause 32.—Classifications of this Agreement;

School Employees as defined in Part IV, Clause 39.—Classifications of this Agreement;

Administrative and Technical Officers as defined in Part V, Clause 45.—Classifications of this Agreement;

(Boarding House) Supervisors as defined in Part VI, Clause 50.—Classifications of this Agreement;

Nurses as defined in Part VII, Clause 55.—Wages of this Agreement.

7.—OBJECTIVES

(1) The objectives of this Agreement are—

(a) To consolidate and develop further, initiatives arising out of the enterprise bargaining process.

(b) To maintain a just working environment in which education can be provided in harmony with the aims, objectives and philosophy of Catholic Education.

(c) To provide some consistency regarding general conditions of employment that exist for the different categories of non-teaching staff employed within Catholic schools.

(2) In pursuit of these objectives the parties are committed to further negotiations to simplify classification structures and examining the possibility of a generic classification structure.

8.—NO REDUCTION

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

9.—NO EXTRA CLAIMS

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

PART II

GENERAL CONDITIONS OF SERVICE

10.—CONTRACT OF SERVICE

(1) (a) Each employee shall, upon engagement, be given a letter of appointment wherein the general conditions of employment are stated.

(b) This shall include statements of—

(i) the classification;

(ii) the salary step relevant to the appointment;

(iii) the number of hours per week;

(iv) the weeks per year the employee is engaged for;

(v) whether the position is temporary; and/or

(vi) any other matter specific to the contract.

(2) The letter of appointment shall not contain any provision which is inconsistent with or contrary to any provision of this Agreement and/or the Award.

(3) (a) Except in the case of a casual/relief employee, the termination of service of any employee shall require a minimum of 2 weeks' notice by either party.

(b) Provided that the requirements of this subclause may be waived in part or in whole by mutual agreement between the employee and employer. Any request to waive such notice shall not be unreasonably withheld by the employer, where it is deemed that the employee has not been able to give the required notice through no fault of their own.

(c) Subject to the provisions of this subclause, failure to give the required notice shall make either party liable for the payment to the other party of an amount equivalent to the period of notice not given.

(d) The employer reserves the right to withhold or recover an amount equivalent to the period of notice not given. However, approval must be obtained from the Director of Catholic Education before such action is proceeded with.

(4) A temporary employee shall be employed in a part-time or full-time capacity for a period greater than four weeks' continuous service, and not more than a period of 12 months' continuous service.

(5) Where the period of employment of a casual employee exceeds five days the notice of termination of service shall be one day. Where the employment is for five days or less the engagement shall be considered to be a specific period and notice shall not be required.

(6) A part-time employee shall have an entitlement to sick leave, long service leave and annual leave on a pro-rata basis in the proportion of which his/her hours and/or weeks worked bear to the hours and/or weeks worked of a full-time employee.

(7) Upon termination a statement of service and a separate reference when requested by the employee shall be provided to the employee by the employer.

(8) Nothing within this clause detracts from the employer's right to dismiss summarily any employee for serious misconduct, in which case salary and entitlements shall be paid up to the time of dismissal only.

(9) The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Agreement, provided that such duties are not designed to promote de-skilling.

11.—OTHER LEAVE

(1) Bereavement Leave

(a) An employee shall, on the death of a member of the immediate family, be entitled to paid leave up to and including the day of the funeral of such relation, for a period of up to two days not exceeding the number of hours which would have been worked by the employee in that time. Proof of such death shall be furnished by the employee to the satisfaction of the employer.

(b) Provided that payment in respect of bereavement leave is to be made only where the employee otherwise would have been on duty and shall not be granted in any case where the employee concerned would have been off duty in accordance with the roster, or on long service leave, vacation leave, or on sick leave, or on workers' compensation, or on authorised leave without pay or on a public holiday.

(2) Examination Leave

An employee shall be granted sufficient time off with pay to travel to and sit for the examinations of any approved course of study.

12.—LEAVE WITHOUT PAY

(1) While an employee has the right to apply for leave without pay the granting of such leave is at the discretion of the employer.

(2) An employee applying for leave under this clause must state the period of such leave and the reason for which the leave is being sought.

(3) Leave without pay does not constitute a break in service but shall not count in calculating the period of service for any purpose of this Agreement unless where otherwise provided for in this Agreement.

(4) If an employee is granted leave without pay the question of the employee's specific duties on return to work should be considered before the granting of such leave and any arrangements made documented. If no prior arrangement is made, an employee, upon return to service shall be entitled to a position commensurate with the position held immediately prior to the commencement of such leave.

(5) The maximum period for which leave is granted under this clause shall be one year.

13.—SICK LEAVE

(1) (a) An employee shall be entitled to payment for non attendance on the ground of personal ill health or injury at the rate of ten (10) days per year, from the beginning of each year. For those employees who commence work at anytime throughout the year a pro-rata entitlement will apply.

(b) The unused portion of the entitlement prescribed in paragraph (a) of this subclause in any accruing year shall accumulate and may be availed of in the next or any succeeding year.

(c) Where an employee's employment is terminated prior to the end of the school year, the calculation for pro-rata entitlement of sick leave will be based on one sixth of a week for each completed month of service with the employer. Where an employee has utilised sick leave in excess of this entitlement the employer may deduct the excess portion from the final payment of wages to the employee.

(d) Where an employee's employment is terminated by the employer through no fault of the employee the provisions of paragraph (c) of this subclause shall not apply.

(e) An employee shall upon request to their employer be advised of their unused portion of sick leave. Where an employee has utilised sick leave in excess of their entitlement, they shall be advised of the provisions of paragraph (c) of this subclause.

(2) This clause shall not apply where the employee is entitled to compensation under the *Workers' Compensation and Rehabilitation Act 1981.*

(3) (a) Sick leave shall be granted provided the application is supported by a certificate from a legally qualified and registered medical practitioner stating the period during which the employee is unfit for duty.

(b) The employer shall not be entitled to a medical certificate for absences of less than three consecutive working days unless the total of such absences exceeds five days in any one accruing year.

(4) No payment shall be made for any absence due to the employee's wilful misconduct.

14.—FAMILY LEAVE

(1) Use of sick leave

(a) An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill. Such leave shall not exceed five (5) days in any calendar year and is not cumulative.

(b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

(c) The entitlement to use sick leave is subject to—

(i) the employee being responsible for the care of the person concerned; and

(ii) the person concerned being either—

(aa) a member of the employee's immediate family; or

(bb) a member of the employee's household.

(iii) the term "immediate family" includes—

(aa) a spouse (including a former spouse), of the employee; and

(bb) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

(iv) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(2) Use of unpaid leave

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill.

15.—PARENTAL LEAVE

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

(1) Maternity Leave

(a) Nature of leave

Maternity leave is unpaid leave.

(b) Definitions

For the purposes of this clause—

(i) Employee includes a part-time employee but does not include an employee engaged upon casual or seasonal work.

(ii) Paternity leave means leave of the type provided for in subclause (2) of this clause whether prescribed in an award or otherwise.

(iii) Child means a child of the employee under the age of one year.

(iv) Spouse includes a former spouse.

(v) Continuous service means service under an unbroken contract(s) of employment and includes—

(aa) any period of leave taken in accordance with this clause;

(bb) any period of leave or absence authorised by the employer or by the award.

(c) Eligibility for maternity leave

(i) An employee who becomes pregnant, upon production to her employer of the certificate required by subclauses (1)(d) and (1)(i) of this clause, shall be entitled to a period of up to fifty two (52) weeks' maternity leave provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of paternity leave taken by the employee's spouse in relation to the same child and apart from paternity leave of up to one week at the time of confinement shall not be taken concurrently with paternity leave.

(ii) Subject to subclauses (1)(d) and (1)(i) of this clause the period of maternity leave shall be unbroken and shall, immediately following confinement, include a period of six weeks' compulsory leave.

(iii) The employee must have had at least twelve (12) months' continuous service within Catholic Education immediately preceding the date upon such leave.

(d) Certification

At the time specified in subclause (1)(c) of this clause the employee must produce to her employer—

(i) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;

(ii) an agreement shall exist where for the period of maternity leave she will not engage in any act inconsistent with her contract of employment.

(e) Notice requirements

(i) An employee shall, not less than ten (10) weeks prior to the presumed date of confinement, produce to her employer the certificate referred to in subclause (1)(d)(i) of this clause.

(ii) An employee shall give not less than four (4) weeks' notice in writing to her employer of the date upon which she proposes to commence maternity leave stating the period of leave to be taken.

(iii) An employer by not less than fourteen (14) days' notice in writing to the employee may require her to commence maternity leave at any time within the six (6) weeks immediately prior to her presumed date of confinement. The employee may work within this period provided they produce a certificate from a registered medical practitioner stating that they are fit to do so.

(iv) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with subclause (1)(e)(ii) of this clause if such failure is occasioned by the confinement occurring earlier than the presumed date.

(f) Transfer to a safe job

(i) Where in the opinion of a duly registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

(ii) If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to, take leave for such period as is certified necessary by a registered medical practitioner. Such leave shall be treated as maternity leave for the purposes of subclauses (1)(j), (1)(k), (1)(l) and (1)(m) of this clause.

(g) Variation of Period of Maternity Leave

(i) The period of maternity leave may be lengthened once only by the employee giving not less than fourteen (14) days' notice in writing stating the period by which the leave is to be lengthened.

(ii) The period may be further lengthened by agreement between the employer and the employee, in accordance with the provisions outlined in Clause 12.—Leave Without Pay of this Agreement.

(iii) The period of maternity leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(h) Cancellation of Maternity Leave

(i) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.

(ii) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the employer which shall not exceed four weeks from the date of notice in writing by the employee to the employer that she desires to resume work.

(i) Special Maternity Leave and Sick Leave

(i) Where the pregnancy of a employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then—

(aa) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work; or

(bb) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a registered medical practitioner certifies as necessary before her return to work.

(ii) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed the period to which the employee is entitled under subclause (1)(c) of this clause.

(iii) For the purposes of subclauses (l)(j), (l)(k) and (l) (l) of this clause, maternity leave shall include special maternity leave.

(iv) An employee returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave, or in the case of an employee who was transferred to a safe job pursuant to subclause (l)(f) of this clause, to the position she held immediately before such transfer.

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

(j) Maternity Leave and Other Leave Entitlements

(i) Provided the aggregate of any leave, including leave taken under this clause, does not exceed the period to which the employee is entitled under subclause (1)(c) of this clause an employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part to which she is entitled.

(ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during her absence on maternity leave.

(k) Effect of Maternity Leave on Employment

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

(l) Termination of Employment

(i) An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this Agreement.

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

(m) Return to Work After Maternity Leave

(i) An employee shall confirm her intention of returning to her work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.

(ii) An employee, upon returning to work after maternity leave or the expiration of the notice required by subclause (l)(m)(i) of this clause, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (l)(f) of this clause to the position which she held immediately before such transfer.

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

(n) Replacement Employees

(i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.

(ii) Before an employer engages a replacement employee, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

(iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

(iv) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

(2) Paternity Leave

(a) Nature of Leave

Paternity leave is unpaid leave.

(b) Definitions

For the purposes of this clause—

(i) Employee includes a part-time employee but does not include an employee engaged upon casual or seasonal work.

(ii) Paternity leave means leave of the type provided for in subclause (1) of Clause 15.—Parental Leave of this Agreement (and includes special paternity leave) whether prescribed in an award or otherwise.

(iii) Child means a child of the employee or the employee's spouse under the age of one year.

(iv) Spouse includes a former spouse.

(v) Primary care-giver means a person who assumes the principal role of providing care and attention to a child.

(vi) Continuous service means service under an unbroken contract(s) of employment and includes—

(aa) any period of leave taken in accordance with this clause;

(bb) any period of leave or absence authorised by the employer or by the award.

(c) Eligibility for paternity leave

A male employee, upon production to his employer of the certificate required by subclause (2)(d) of this clause shall be entitled to one or two periods of paternity leave, the total of which shall not exceed 52 weeks, in the following circumstances—

(i) an unbroken period of up to one week at the time of confinement of his spouse;

(ii) a further unbroken period of up to 51 weeks in order to be the primary care-giver of a child provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of maternity leave taken by the employee's spouse in relation to the same child and shall not be taken concurrently with that maternity leave;

(iii) The employee must have had at least 12 months' continuous service within Catholic Education immediately preceding the date which he proceeds upon either period of leave.

(d) Certification

At the time specified in subclause (2)(c) of this clause the employee must produce to his employer—

(i) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement or states the date on which the birth took place;

(ii) in relation to any period to be taken under subclause (2)(c)(ii) of this clause an agreement shall exist stating—

(aa) he will take that period of paternity leave to become the primary care-giver of a child;

(bb) particulars of any period of maternity leave sought or taken by his spouse; and

(cc) that for the period of paternity leave he will not engage in any act inconsistent with his contract of employment.

(e) Notice requirements

(i) An employee shall, not less than ten (10) weeks prior to each proposed period of leave, give the employer notice in writing stating the dates on which he proposed to start and finish the period or periods of leave.

(ii) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with subclause (2)(e)(i) of this clause if such failure is due to—

(aa) the birth occurring earlier than the expected date; or

(bb) the death of the mother of the child; or

(cc) other compelling circumstances.

(iii) The employee shall immediately notify his employer of any change in the information provided pursuant to subclause (2)(d) of this clause.

(f) Variation of Period of Paternity Leave

(i) The period of paternity leave may be lengthened once only by the employee giving not less than fourteen (14) days' notice in writing stating the period by which the leave is to be lengthened;

(ii) The period may be further lengthened by agreement between the employer and the employee, in accordance with the provisions outlined in Clause 12.—Leave Without Pay of this Agreement.

(iii) The period of paternity leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(g) Cancellation of Paternity Leave

Paternity leave, applied for under subclause (2)(c)(ii)(aa) of this clause but not commenced, shall be cancelled when the pregnancy of the employee's spouse terminates other than by the birth of a living child.

(h) Paternity Leave and Other Leave Entitlements

(i) Provided the aggregate of any leave, including leave taken under this clause, does not exceed the period to which the employee is entitled under subclause (2)(c) of this clause an employee may, in lieu of or in conjunction with paternity leave, take any annual leave or long service leave or any part to which he is entitled.

(ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during his absence on paternity leave.

(i) Effect of Paternity Leave on Employment

Subject to this clause, notwithstanding any award, or other provision to the contrary, absence on paternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

(j) Termination of Employment

(i) An employee on paternity leave may terminate his employment at any time during the period of leave by notice given in accordance with this Agreement.

(ii) An employer shall not terminate the employment of an employee on the ground of his absence on paternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(k) Return to Work after Paternity Leave

(i) An employee shall confirm his intention of returning to his work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of paternity leave provided by subclause (2)(c)(ii) of this clause.

(ii) An employee, upon returning to work after paternity leave or the expiration of the notice required by subclause (2)(c)(i) of this clause, shall be entitled to the position which he held immediately before proceeding on paternity leave.

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

(l) Replacement Employees

(i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on paternity leave.

(ii) Before an employer engages a replacement employee, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

(iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising his rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

(iv) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

(3) Adoption Leave

(a) Nature of Leave

Adoption leave is unpaid leave.

(b) Definitions

For the purposes of this clause—

(i) Employee includes a part-time employee but does not include any employee engaged upon casual or seasonal work.

(ii) Child means a person under the age of five years who is placed with the employee for the purpose of adoption, other than a child or stepchild of the employee or of the spouse of the employee of a child who has previously lived continuously with the employee for a period of six months.

(iii) Relative Adoption occurs where a child, as defined, is adopted by a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

(iv) Primary care-giver means a person who assumes the principal role of providing care and attention to a child.

(v) Spouse includes a former spouse.

(vi) Continuous service means service under an unbroken contract(s) of employment and includes—

(aa) any period of leave taken in accordance with this clause;

(bb) any period of leave or absence authorised by the employer or by the award.

(c) Eligibility for adoption leave—

An employee, upon production to the employer of the documentation required by subclause (3)(d) of this clause, shall be entitled to one or two periods of adoption leave, the total of which shall not exceed 52 weeks, in the following circumstances—

(i) an unbroken period of up to three weeks at the time of placement of the child;

(ii) a further unbroken period of up to 52 weeks from the time of the placement in order to be the primary care-giver of a child. This leave shall not extend beyond one year after the placement of the child and shall not be taken concurrently with adoption leave taken by the employee's spouse in relation to the same child. The entitlement of up to 52 weeks shall be reduced by—

(aa) any period of leave taken pursuant to subclause (3)(c)(i) of this clause; and

(bb) the aggregate of any periods of adoption leave taken or to be taken by the employee's spouse.

(ii) the employee must have had at least 12 months' continuous service within Catholic Education immediately preceding the date which he or she proceeds on such leave in either case.

(d) Certification

(i) Before taking adoption leave the employee must produce to the employer—

(aa) A statement from the adoption agency or other appropriate body of the presumed date of placement of the child with the employee for the adoption purposes; or

(bb) A statement from the appropriate government authority confirming that the employee is to have custody of the child pending an application for an adoption order.

(ii) In relation to any period to be taken under subclause (3)(c)(ii) of this clause, an agreement shall exist stating—

(aa) the employee is seeking adoption leave to become the primary care-giver of the child;

(bb) particulars of any period of adoption leave sought or taken by the employee's spouse; and

(cc) that for the period of adoption leave the employee will not engage in any act inconsistent with his/her contract of employment.

(e) Notice requirements

(i) Upon receiving notice of approval for adoption purposes, an employee shall notify the employer of such approval and within 2 months of such approval shall further notify the employer of the period or periods of adoption leave the employee proposes to take. In the case of relative adoption the employee shall notify as aforesaid upon deciding to take the child into custody pending an application for adoption.

(ii) An employee shall not be entitled to adoption leave unless the employee has not less than 12 months continuous service with the employer immediately preceding the date upon which he/she proceeds upon such leave.

(iii) An employee shall, as soon as the employee is aware of the presumed date of placement of a child for adoption purposes but no later than 14 days before such placement give notice in writing to the employer of such date, and of the date of the commencement of any period to be taken under subclause (3)(c)(i) of this clause.

(iv) An employee shall, ten weeks before the proposed date of commencing any leave to be taken under subclause (3)(c)(ii) of this clause give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.

(v) An employee shall not be in breach of this clause, as a consequence of failure to give the stipulated period of notice in accordance with subclauses (3)(e)(iii) and (3)(e)(iv) of this clause if such failure is occasioned by the requirement of an adoption agency to accept earlier or later placement of a child, the death of the spouse or other compelling circumstances.

(f) Variation of Period of Adoption Leave

(i) the period of adoption leave may be lengthened once only by the employee giving not less than fourteen (14) days' notice in writing stating the period by which the leave is to be lengthened;

(ii) the period may be further lengthened by agreement between the employer and the employee, in accordance with the provisions outlined in Clause 12.—Leave Without Pay of this Agreement;

(iii) the period of adoption leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(g) Cancellation of Adoption Leave

(i) Adoption leave, applied for but not commenced, shall be cancelled should the placement of the child not proceed.

(ii) Where the placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue, the employee shall notify the employer forthwith and the employer shall nominate a time not exceeding four weeks from receipt of notification for the employee's resumption of work.

(h) Special Leave

The employer shall grant to any employee who is seeking to adopt a child, such unpaid leave not exceeding two days, as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee the employer may require the employee to take such leave in lieu of special leave.

(i) Adoption Leave and Other Leave Entitlements

(i) Provided the aggregate of any leave, including leave taken under this clause, does not exceed the period to which the employee is entitled under subclause (3)(c) of this clause, an employee may, in lieu of or in conjunction with adoption leave, take any annual leave or long service leave or any part to which he or she is entitled.

(ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during the employee's absence on adoption leave.

(j) Effect of Adoption Leave on Employment

Subject to this clause, notwithstanding any award, or other provision to the contrary, absence on adoption leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

(k) Termination of Employment

(i) An employee on adoption leave may terminate the employment at any time during the period of leave by notice given in accordance with this Agreement.

(ii) An employer shall not terminate the employment of an employee on the ground of the employee's application to adopt a child or absence on adoption leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(l) Return to Work After Adoption Leave

(i) An employee shall confirm the intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of adoption leave provided by subclause (3)(c) of this clause.

(ii) An employee, upon returning to work after adoption leave shall be entitled to the position held immediately before proceeding on such leave.

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

(m) Replacement Employees

(i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on adoption leave.

(ii) Before an employer engages a replacement employee, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

(iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising his/her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

(iv) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

16.—LONG SERVICE LEAVE

(1) Subject to subclause (3) of this clause, an employee who has completed ten years' continuous service with the employer shall be entitled to ten weeks' long service leave. For each subsequent period of ten years' service an employee shall be entitled to an additional ten weeks' long service leave.

(2) In calculating an employee's entitlement under this clause, continuous service with the employer prior to the 1st day of January 1997 shall be taken into account in the following manner—

(a) In the case of an employee who has already accrued an entitlement to long service leave with the employer prior to the 1st day of January, 1997, the employee shall continue to accrue subsequent entitlements to long service leave in accordance with the provisions of subclause (1) of this clause.

(b) In the case of an employee who, at the 1st day of January 1997, had not accrued an entitlement to long service leave, the employee's entitlement shall be calculated on the following basis—

For any period of continuous employment prior to the 1st day of January 1997, an amount calculated on the basis of 13 weeks' long service leave on full pay for each 15 years of continuous service, in accordance with the relevant award.

(c) In the case of an employee covered by the *Independent Schools Administrative and Technical Officers Award 1993* who, at the 1st day of January 1993, had not accrued an entitlement to long service leave, the employee's entitlement shall be calculated on the following basis—

For any period of continuous employment prior to the 1st day of January 1993, an amount calculated on the basis of 13 weeks' long service leave on full pay for each 15 years of continuous service.

(d) In the case of employees who have worked less than full-time during the accrual period, long service leave shall be paid at the rate of the average of hours worked over the accrual period.

(3) The expression "continuous service" includes any period during which the employee is absent on full pay from their duties, but does not include—

(a) Any period exceeding two weeks during which the employee is absent on leave without pay. In the case of leave without pay which exceeds eight weeks in a continuous period, the entire period of that leave is excised in full;

(b) Any service of an employee who resigns or is dismissed, other than service prior to such resignation or prior to the date of any offence in respect of which they are dismissed by the employer, when that prior service has actually entitled the employee to long service leave under this clause.

(4) Any entitlement to annual leave that falls due during the period of long service leave shall be recognised as extra leave and not included in the long service leave.

(5) Any public holiday which occurs during the period an employee is on long service leave shall be treated as part of the long service leave and extra days in lieu thereof shall not be granted.

(6) Where an employee has become entitled to a period of long service leave in accordance with this clause, the employee shall commence such leave as soon as possible after the accrual date, or in a manner mutually agreed between the employer and employee.

(7) Payment for long service leave shall be made—

(a) in full before the employee goes on leave, or

(b) by the normal fortnightly payment intervals; or

(c) by agreement between the employee and the employer.

(8) Where an employee has completed at least 7 years' service but less than 10 years' service and employment is terminated—

(a) by their death;

(b) in any circumstances, other than serious misconduct,

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

(9) In the case to which subclause (8) of this clause applies and in any case in which the employment of the employee who has become entitled to leave hereunder is terminated before such leave is taken or fully taken the employer shall, upon termination of employment otherwise than by death, pay to the employee and upon termination by death, pay to the personal representative of the employee upon request by the personal representative, a sum equivalent to the amount which would have been payable in respect of the period of leave to which they are entitled or deemed to have been entitled and which would have been taken but for termination. Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.

17.—ANNUAL LEAVE LOADING

(1) An annual leave loading shall be included in the final payment of ordinary wages made in December of each year to employees who have become entitled to annual leave in accordance with this Agreement.

(2) Subject to the annual leave or vacation leave provisions in Parts I through to VI of this Agreement, the annual leave loading shall be 17.5 per cent of four weeks' wages at the rate of pay applicable at the time of payment.

(3) If an employee commences after the beginning of first term in a calendar year then the leave loading shall be paid, proportionate to the length of service in that year, in December of that year, provided that the employee's contract of employment is continuing into the next calendar year.

18.—PUBLIC HOLIDAYS

(1) The following days, or the days observed in lieu shall, subject to subclause (3) of this clause, be allowed as holidays without deduction of pay namely: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day.

(2) (a) When any of the days mentioned in the subclause (1) of this clause falls on a Saturday or a Sunday the holidays shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or a Monday the holiday shall be observed on the next succeeding Tuesday.

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

(b) When any of the days observed as a holiday under this clause falls on a day when a school employee (see Part IV—Clause 39.—Classifications of this Agreement) is rostered off duty and is a day that the employee would normally have worked and he/she has not been required to work on that day, he/she shall be paid as if the day was an ordinary working day, or if he/she agrees, be allowed a day's leave with pay in lieu of the holiday at a time mutually acceptable to the employer and the employee.

(3) An employee who, on a day observed as a holiday under this clause is required to work during his/her ordinary hours of work shall be paid for the time worked at the rate of 2.5 times their ordinary rate or, if he/she agrees, be paid for the time worked at the rate of time and one-half and in addition be allowed to take a day's leave with pay on a day mutually acceptable to the employer and the employee.

(4) The provisions of this clause shall not apply to casual employees.

19.—CASUAL EMPLOYEES

(1) A casual employee shall be engaged on an hourly contract of service with a minium payment of—

(a) 2 hours; or

(b) 4 hours for school employees; or

(c) 1 day for an employee as defined in Clause 45.—Classifications of this Agreement.

(2) A casual employee shall be paid 20 per cent in addition to the rates prescribed for the work performed.

(3) A casual employee shall be paid for all work performed on any of the days prescribed in subclause (1) of Clause 18.—Public Holidays of this Agreement at the rate of double time and one-half.

(4) A casual employee is defined as an employee who is not employed on a regular basis and who is engaged by the employer for a period not exceeding four weeks in duration.

20.—PART-TIME EMPLOYEES

(1) Notwithstanding anything contained in this Agreement, employees may be regularly employed to work less hours per week or weeks per year than are prescribed in the applicable clauses of this Agreement, and such employees shall be remunerated at a weekly rate pro-rata to the rate prescribed for the classification of work on which they are engaged in the proportion which their hours of work bear to the Hours clause of this Agreement, for their classification and level of work.

(2) When an employee is employed under the provisions of this clause, he/she shall receive payment for annual/vacation leave, and sick leave on a pro-rata basis in the same proportion as the number of hours regularly worked each week bears to a full-time employee of the same classification.

21.—HIGHER DUTIES

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

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

22.—REST PAUSES AND MEAL BREAKS

(1) All employees shall be allowed a tea break of 10 minutes daily between the second and third hour from starting time each day. Such tea break shall be counted as time worked: provided that such employees responsible for supervising children continue such supervision during the said tea break.

(2) All employees shall be allowed a meal break of not less than 30 minutes nor more than one hour between the hours of 12.00 noon and 2.00pm. Such time shall not count as time worked.

(3) For employees classified in Part VI of this Agreement who are rostered on duty during meal times shall be entitled to a meal and shall be allowed sufficient time to have such meal.

23.—TRAVELLING AND MOTOR VEHICLE ALLOWANCES

(1) Where an employee is required and authorised to use his/her own motor vehicle in the course of his/her duties he/she shall be paid an allowance not less than that provided for in the schedules set out hereunder. Notwithstanding anything contained in this subclause the employer and the employee may make any other arrangement as to motor vehicle allowance not less favourable to the employee.

(2) Where an employee in the course of a journey travels through two or more of the separate areas, payment at the rates prescribed herein shall be made at the appropriate rate applicable to each of the separate areas traversed.

(3) A year for the purpose of this clause shall commence on the 1st day of July and end on the 30th day of June the next following year.

Rates of Hire for use of Employee's own Vehicle on Employer's Business

Schedule 1—Motor Vehicle Allowance

	Engine Displacement (in Cubic Centimetres)		
Rate per kilometre Area & Details	Over 2600cc	1600cc-2600cc	1600cc & Under
Metropolitan Area	57.3	50.4	43.9
South West Land Division	58.8	51.7	45.1
North of 23.5° South Latitude	65.1	58.0	50.4
Rest of the State	60.5	53.3	46.3

Motor vehicles with rotary engines are to be included in the 1600—2600cc category.

Schedule 2—Motor Cycle Allowances

Distance travelled during a year on Official Business	Rate Cents per Kilometre
All Areas of State	17.8

24.—LOCATION ALLOWANCES

(1) Subject to the provisions of this clause, in addition to the wages prescribed in this Agreement an employee shall be paid the following weekly allowances when employed in the towns described hereunder. Provided that where the wages are prescribed as fortnightly rates of pay, these allowances shall be shown as fortnightly allowances. These rates are subject to change from time to time in accordance with the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 1 of 1996.

Town	Married Persons allowance $ per week	Single Persons allowance $ per week
Balgo Hills	144.10	72.05
Boulder	13.00	6.50
Beagle Bay	130.20	65.10
Billiluna	144.10	72.05
Broome	94.00	47.00
Carnarvon	40.40	20.20
Derby	98.00	49.00
Esperance	24.80	12.40
Gibb River	143.30	71.65
Kalgoorlie	13.00	6.50
Karratha	97.00	48.50

Town	Married Persons allowance $ per week	Single Persons allowance $ per week
Kununurra	123.00	61.50
Lake Gregory	144.10	72.05
Lombadina	130.20	65.10
Port Hedland	90.60	45.30
Red Hill	115.80	57.90
Ringer Soak	144.10	72.05
Southern Cross	23.80	11.90
Tardun	17.40	8.70
Turkey Creek	130.20	65.10
Wyndham	120.00	60.00

(2) Except as provided in subclause (3) of this clause, an employee who has a dependant shall be paid double the allowance prescribed in subclause (1) of this clause.

(3) Where an employee

(a) is provided with board and lodging by his/her employer, free of charge; or

(b) is provided with an allowance in lieu of board and lodging such employee shall be paid 66 and two-third per cent of the allowances prescribed in subclause (1) of this clause.

(4) Subject to subclause (2) of this clause, junior employees, casual employees, part-time employees, apprentices receiving less than adult rate and employees employed for less than a full week shall receive that proportion of the location allowance as equates with the proportion that their wage for ordinary hours that week is to the adult rate for the work performed.

(5) Where an employee is on annual leave or receives payment in lieu of annual leave he/she shall be paid for the period of such leave the location allowance to which he/she would ordinarily be entitled.

(6) Where an employee is on long service leave or other approved leave with pay (other than annual leave) he/she shall only be paid location allowance for the period of such leave he/she remains in the location in which he/she is employed.

(7) (a) For the purpose of this clause "dependent" shall take on the definition as described by the Australian Taxation Office for such purposes.

(b) The income used as a dependency test shall be adjusted on 30 June each year in accordance with variations to the taxable limit for earnings for the dependent spouse rebate.

(8) Subject to the making of a General Order pursuant to section 50 of the Act, that part of each location allowance representing prices shall be varied from the beginning of the first pay period commencing on or after the 1st day of July of each year in accordance with the annual percentage change in the Consumer Price Index (excluding housing), for Perth measured to the end of the immediately preceding March quarter, the calculation to be taken to the nearest ten cents.

25.—SUPERANNUATION

(1) Employer Contributions

(a) An employer shall contribute to superannuation for each employee in accordance with federal legislation to one of the following approved superannuation funds—

(i) CONCEPT ONE—superannuation plan which was established and is governed by a trust deed and rules dated 23 September 1986, as amended; and

(ii) an exempted fund allowed by subclause (3) of this clause.

(b) Employer contributions shall be paid at least monthly for each week of service that the eligible employee completes with the employer.

(c) "Ordinary Time Earnings" means the salary or other remuneration periodically received by the employee in respect to the time worked in ordinary hours and/or any other rate paid for all purposes of this agreement to which the employee is entitled for ordinary hours of work.

(2) Fund Membership

(a) "Eligible Employee" shall mean a full-time or part-time employee who earns more than $450.00 per month.

(b) An employee shall not be eligible to join the fund until he/she has completed one month's satisfactory service. On completion of this period the employee shall be entitled to the appropriate employer contribution, from the date of the employee's commencement.

(3) Exemption

Exemptions from the requirements of this clause shall apply to an employer who at the date of this Agreement—

(a) was contributing to a superannuation fund, in accordance with an order of an industrial tribunal; or

(b) was contributing to a superannuation fund in accordance with an order, award or an agreement of an industrial tribunal, for a majority of employees and makes payment for employees covered by this Agreement in accordance with that order, award or agreement; or

(c) subject to notification to the Union, was contributing to a superannuation fund for employees covered by this Agreement where such payments are not made pursuant to an order of an industrial tribunal;

(d) was not contributing to a superannuation fund for employees covered by this Agreement; and

(i) written notice of the proposed alternative superannuation fund is given to the Union; and

(ii) contributions and benefits of the proposed alternative superannuation fund are no less than those provided by this clause; and

(iii) within one month of the notice prescribed in subparagraph (d)(i) of this subclause being given, the Union has not challenged the suitability of the proposed fund by notifying the Western Australian Industrial Relations Commission of a dispute.

(4) The employer shall provide such facilities as is appropriate to ensure that all employees are adequately informed of the provisions of the superannuation funds available.

26.—PAYMENT OF WAGES

(1) Wages shall be paid fortnightly or monthly.

(2) Accompanying each payment of wages shall be a pay advice slip to be retained by the employee. On this slip the employer shall clearly detail the employee's name, hourly rate, overtime, penalties, allowances, gross wage, deductions broken down to—

(a) taxation; and

(b) other

and the net wage.

(3) On termination of employment the employer shall pay to the employee all moneys payable to that employee before the employee leaves the premises or the same shall be forwarded to the employee by post on the following day.

27.—TIME AND WAGES RECORD

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

(a) Name of each employee.

(b) The nature of their work.

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

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

(e) The age of each junior employee.

Any system of automatic recording by machines shall be deemed to comply with this provision to the extent of the information recorded.

(2) The salary records shall be open for inspection by a duly accredited official of the Union during the usual office hours at the employer's office and the official may be allowed to take extracts therefrom.

(3) The employer may refuse the representative access to the records if—

(a) the employer is of the opinion that access to the records by the representative of the organisation would infringe the privacy of persons who are not members of the organisation; and

(b) the employer undertakes to produce the records to an Industrial Inspector within 48 hours of being notified of the requirement to inspect by the representative.

(4) The power of inspection may only be exercised by a representative of an organisation of employees authorised for the purpose in accordance with the rules of the organisation.

(5) Before exercising a power of inspection, the representative shall give reasonable notice of not less than 24 hours to an employer.

28.—RIGHT OF ACCESS, NOTICES AND INTERVIEWS

(1) Material approved by the Union will be displayed on a notice board or a mutually agreed location, which is easily accessible by employees.

(2) Every employee shall be provided with access to a copy of this Agreement by the employer.

(3) The Secretary of the Union or authorised representative will, on prior notification to the employer, have the right to enter the employer's premises during working hours, including meal breaks for the purpose of distributing information and or discussing with employees covered by this Agreement, the legitimate business of the Union and or for the purposes of investigating complaints concerning the application of this Agreement, but shall in no way unduly interfere with the work of the employees.

29.—DISPUTE SETTLING PROCEDURES

(1) The principles of conciliation and direct negotiation shall be adopted for the purpose of prevention and settlement of any questions, disputes or difficulties that may arise.

(2) The parties to the dispute shall take an early and active part in discussion and negotiation aimed at preventing or settling questions, disputes or difficulties in accordance with the agreed procedures set out hereunder.

(3) The provisions of this clause shall not preclude an employee from discussing any grievance with a Union representative or a representative of their choice as he/she deems fit. Neither shall the provisions of this clause pre-empt, limit or delay the right of the Union to enter into direct negotiations with the employer to resolve matters in dispute or to address matters of mutual concern.

(4) Procedure of Settlement of Disputes

(a) The employee and the employee's supervisor shall confer, identify the facts and where possible, resolve the issue.

(b) If not resolved, the employee and the employer shall confer and, where possible, resolve the issues.

(c) If not resolved, the parties to the dispute may confer with the parties to this Agreement on this matter, and where possible, resolve the issue.

(d) If the matter is still not settled, it may be referred to the Western Australian Industrial Relations Commission for conciliation/arbitration.

(5) Until the matter is resolved in accordance with the above procedure, the status quo shall remain. While the above procedure is being followed, no party shall be prejudiced as to the final settlement by the continuation of work in accordance with this procedure.

(6) It is acknowledged that if the dispute relates to an alleged ambiguity or uncertainty in this Agreement any party may at any time apply for variation of the Agreement to eliminate the alleged uncertainty or ambiguity.

PART III

TEACHER'S AIDES' / TEACHING ASSISTANTS

30.—HOURS

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

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

31.—WAGES

(1) The rate of wage payable to employees engaged in the classifications prescribed in Clause 32.—Classifications of this Agreement after the 22nd day of May 1997 shall be—

Step	Hourly Rate		Annual Rate	
	$	7.2%	$	7.2%
Step 1	10.04	10.76	17,020.00	18,245.44
Step 2	10.23	10.97	17,342.00	18,590.51
Step 3	10.43	11.18	17,681.00	18,954.03
Step 4	10.67	11.43	18,088.00	19,390.34
Step 5	10.96	11.75	18,580.00	19,917.76
Step 6	11.33	12.15	19,207.00	20,589.90
Step 7	11.64	12.48	19,732.00	21,152.70
Step 8	11.71	12.55	19,851.00	21,280.27
Step 9	12.02	12.89	20,377.00	21,844.14
Step 10	12.32	13.21	20,885.00	22,388.72
Step 11	12.51	13.41	21,207.00	22,733.90
Step 12	12.65	13.56	21,445.00	22,989.04
Step 13	13.25	14.20	22,469.00	24,086.77
Step 14	13.86	14.86	23,493.00	25,184.50
Step 15	14.46	15.50	24,519.00	26,284.37

Progression through the wages scale shall be by annual increment.

(2) A Teachers' Aide left in charge of pupils for a full session shall be paid at his/her ordinary rate plus 10 per cent for the period for which they are left in charge, provided that, if the period for which the employee is left in charge exceeds three days, they shall be paid at the ordinary rate plus 20 per cent for the whole period for which they are in charge, except where provided for in the Catholic Education Office Aboriginal Teaching Assistants Manual.

(3) (a) Child Care Workers	$ (per hour)	7.2%
First year of experience	11.82	12.67
Second year of experience	13.00	13.94
Third year of experience	13.63	14.61
Fourth year of experience	14.26	15.29
Fifth year of experience	14.90	15.97

(b) An employee left in charge of pupils for a full session or more shall be paid no less than the rate applicable to a child care worker in their fifth year of employment for the whole period they are in charge, except where provided for in the Catholic Education Office Aboriginal Teaching Assistants Manual.

(4) An employee who has had previous experience relevant to employment covered by this Agreement may have that experience taken into account in determining the "year of employment" at which an employee is appointed and paid.

(5) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the employee into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being an employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

32.—CLASSIFICATIONS

Level One

Teachers' Aides in Primary Schools, Pre-Primary Schools or Pre-schools, Teaching Assistants, Home Economic Assistants, Physical Education Assistants.

Aboriginal Teaching Assistants.

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

Enter Step 1

Exit Step 5

Level Two

Aboriginal Teaching Assistants in secondary schools.

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

Enter Step 6

Exit Step 7

Aboriginal Teaching Assistants in Primary schools who have completed the Certificate of Educational Practice or equivalent accredited course.

Step 7

Level Three

Aboriginal Teaching Assistants in secondary schools who have completed the Certificate of Educational Practice.

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

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

Aboriginal Teaching Assistants on satisfactory completion of Certificate III in Education (Aboriginal & Torres Strait Islander)

Enter Step 8

Exit Step 10

Level Four

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

Teaching Assistants who have completed Certificate IV in Education (Aboriginal and Torres Strait Islander) or Certificate in Community Teaching as specified in the Aboriginal Teaching Assistants Programme Manual.

Step 11

Employees who have completed the Child Care Certificate, Diploma of Children Services (0-5 yrs), National Nursery Examination Board Certificate or other equivalent qualifications as agreed between the Union and the employer.

Aboriginal Teaching Assistants on satisfactory completion of the second year of Aboriginal Teachers' Training Course.

Teaching Assistants who have completed the Diploma in Education (Aboriginal and Torres Strait Islander) or the Associate Diploma in Community Teaching or one year of Bachelor of Arts (Education) as specified in the Aboriginal Teaching Assistants Manual.

Teachers' Assistants who have completed the Advanced Teacher Aide Certificate Special Needs.

Step 12

Level Five

Aboriginal Teaching Assistants who have completed a Diploma in Education (Aboriginal and Torres Strait Islander) or the Associate Diploma in Education (Community Teaching) and are working in specified schools as Community Teaching Associates.

Enter Step 13

Exit Step 15

33.—VACATION LEAVE

(1) Except as hereinafter provided an employee shall be allowed the holidays granted by the school in which he/she is employed, including term and Christmas vacations, without deduction of pay.

(2) Subject to the provisions of subclause (3) of this clause, each employee shall be paid his/her ordinary wages for any day on which he/she is relieved of the obligation to present himself/herself for work.

(3) An employee who is employed to work less than the full school year shall be entitled to payment at the ordinary rate of pay for or in lieu of the term and Christmas vacation periods related to that school year on the basis of one week's pay for each four weeks which the employee was employed to actually work in the school.

PART IV

SCHOOL EMPLOYEES

34.—HOURS

(1) Subject to this Agreement, the ordinary working hours for full-time employees shall be an average of 38 hours per week, to be worked in not more than 40 hours in any week, or eight in any day and shall be worked on any five days of the week.

(2) Subject to Clause 36.—Overtime of this Agreement, the spread of shift in any one day shall not exceed 12 and a ½ hours.

(3) In addition to meal breaks, there may be one break of at least two hours in each shift for kitchen and dining room employees.

(4) As the means of working a 38 hour week, a full-time employee who works 40 hours per week, shall be entitled to payment including shift and weekend penalties for the following days on which the employee shall not be required to attend for work—

(a) Three agreed days during the first school term vacation in each year.

(b) Two agreed days during each of the other school term vacations.

(c) Five agreed days during the Christmas vacation.

(5) In lieu of the provisions of subclause (4) of this clause and notwithstanding other provisions of this Agreement and by agreement between an employer and a majority of employees covered by this Agreement at a workplace, as a means of working a 38 hour week the following may apply—

(a) with at least seven days' notice to the Union by the employer, the hours of work may be arranged so that an employee works 76 hours over nine days each fortnight with the tenth day off on full pay; or

(b) with at least seven days' notice to the Union by the employer, the hours of work may be arranged so that an employee works 152 hours over 19 days in each four week period with one day off on full pay in conjunction with other day(s) off work; or

(c) by agreement with the Union, the hours of work may be arranged so as to provide any other form of implementation of a 38 hour week.

(6) (a) A part-time employee shall be given payment for the days referred to in subclauses (4) and (5) of this clause in the proportion that the hours worked each week bear to 40. A part-time employee shall be granted the days referred to in subclauses (4) and (5) of this clause in the proportion that the number of days worked each week bears to five.

(b) By agreement in writing between the employer and the employee, a part-time employee who works 30 hours per week or less may be paid for all hours worked at the 38 hour week rate in lieu of payment for the days prescribed in subclauses (4) and (5) of this clause.

(7) Subject to the provisions of subclause (4) of this clause, during the school vacation periods the employer shall be relieved of the obligation to provide work and the employee shall not be entitled to the payment of wages in respect of any such period during which no work is performed other than any period during which the employee is on annual leave or a public holiday where the public holiday falls on a day on which the employee would normally be employed to work. Provided that the maximum period covered by this subclause shall be four weeks (20 days) in any one year.

35.—ROSTERS

(1) A roster of the working hours shall be exhibited in the office of each school/college and in such other place as it may be conveniently and readily seen by each employee concerned.

(2) Such roster shall show—

(a) the name of each employee; and

(b) the hours to be worked by each employee each day and the breaks in shifts to be taken.

(3) (a) The roster in the office shall be open for inspection by a duly accredited representative of the Union at such times and place as the record book is so open for inspection.

(b) A duly accredited representative of the Union shall be permitted to inspect the roster available to the employees not more than once in any week during the times the record book is so open for inspection.

(4) Such roster shall be drawn up in such manner as to show the hours of each employee for one week in advance of the date of the roster, and may only be altered on account of the sickness or absence of an employee, or on account of any contingency that the employer could not reasonably foresee, or due to private arrangement between the employees themselves.

36.—OVERTIME

(1) All work done outside the daily spread of hours provided in Clause 34.—Hours of this Agreement, or beyond eight hours in any one day or beyond 40 hours in any one week shall be deemed overtime.

(2) Overtime shall be paid for at the rate of time and one-half for the first two hours and double time thereafter provided

that all overtime worked on Saturday and Sunday shall be paid for at the rate of double time.

(3) All work performed by any employee on his/her rostered days off or on days worked in excess of those provided in Clause 34.—Hours of this Agreement, shall be paid for at the rate of double time except where such day is a public holiday when double time and one-half shall be paid.

(4) Any employee recalled to work after his/her normal hours of duty shall be paid for a minimum of three hours at overtime rates and for all reasonable expenses incurred in returning to work.

37.—WEEKEND WORK

(1) All ordinary hours of work performed between midnight on Friday and midnight on Sunday shall be paid for at the rate of time and one-half.

(2) General Conditions

(a) Junior employees may be employed in the proportion of one junior to every two or fraction of two not being less than one adult employee employed in the same occupation, provided that this ratio may be altered by written agreement between the Union and the employee concerned.

(b) Senior employees other than the Head Groundsperson and leading hands appointed as such by the employer to be in charge of three or more other employees shall be paid $16.50 per week in addition to the rates prescribed herein.

(3) For all work done on any day after a break referred to in subclause (3) of Clause 34.—Hours of this Agreement, the employee shall be paid an allowance of $1.06 per hour for each such hour worked.

(4) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the employee into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being an employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

38.—WAGES

(1) The minimum weekly rates of wage payable from the beginning of the first pay period commencing on or after the 22nd day of May 1997 shall be—

	Minimum Hourly Rate $	7.2%	Minimum Annual Rate $	7.2%
Level 1 Cleaner	10.22	10.96	20,269.37	21,728.81
Level 2 Domestic employees including—Kitchen Attendant/Canteen Assistant House Attendant Dining Attendant Laundry Attendant Sewing Attendant	10.40	11.14	20,618.84	22,103.32
Level 3 Cooks (Other)	10.51	11.27	20,837.92	22,338.04
Level 4 Groundsperson	10.73	11.50	21,270.84	22,802.26
Level 5 First Cook Grade 1 or Cook working alone Groundsperson / Handyperson Grade 1 Sewing Supervisor	10.95	11.74	21,708.99	23,272.22
Level 6 Groundsperson / Handyperson, Grade 2 First Cook, Grade 2	11.17	11.98	22,141.92	23,735.92
Level 7 Senior Groundsperson/ Handy person Tradesperson Cook	11.61	12.45	23,012.99	24,670.11
Level 8 Head Groundsperson	13.81	14.80	27,363.13	29,333.21

(2) Junior Employees: Junior employees shall receive the following percentages of the adult rate for the class of work on which they are engaged.

	%
Under 16 years of age	60
16 to 17 years of age	70
17 to 18 years of age	80

(3) General Conditions

(a) Junior employees may be employed in the proportion of one junior to every two or fraction of two not being less than one adult employee employed in the same occupation, provided that this ratio may be altered by written agreement between the Union and the employer concerned.

(b) Senior employees other than the Head Groundsperson and leading hands appointed as such by the employer to be in charge of three or more other employees shall be paid $16.50 per week in addition to the rates prescribed herein.

(4) For all work done on any day after a break referred to in subclause (3) of Clause 34.—Hours of this Agreement, the employee shall be paid an allowance of $1.06 per hour for each such hour worked.

(5) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the employee into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

39.—CLASSIFICATIONS

Head Groundsperson: Shall mean a person in charge of the grounds of a large school who would be responsible for the supervision of all grounds staff. The person would have qualifications and/or experience in horticulture, preparation of turf wickets and lawn tennis courts, and could have the responsibility for a full size swimming pool.

Senior Groundsperson/Handyperson: Shall mean a person in charge of the grounds of a small school or section of a large school and who has completed an apprenticeship in horticulture or other relevant horticultural qualifications or who has substantial relevant experience within the horticultural or related industries to such an extent as would justify Grade 2 status. This person's duties would also consist of maintenance and minor repairs to external and internal fitments, equipment or outdoor furniture. Would have at least one full-time equivalent groundsperson under supervision. The senior groundsperson/handyperson could have responsibility for the maintenance of a swimming pool and lawn tennis courts, or equivalent levels of responsibility.

Groundsperson/Handyperson (Grade 2): Shall mean a person whose principal duties include tending a garden and grounds. This person's duties would also consist of maintenance and minor repairs to external and internal fitments, equipment or outdoor furniture. This person would work alone in a small school.

Groundsperson/Handyperson (Grade 1): Shall mean a person whose principal duties include tending a garden and grounds or part of a garden and grounds. This person's duties would also consist of maintenance and minor repairs to external and internal fitments, equipment or outdoor furniture. This person would work under the supervision.

Groundsperson: Shall mean an employee whose principal duties shall consist of tending a garden and grounds, working under supervision or working in a small school under the direction of the principal or bursar.

First Cook (Grade 2): Shall mean a person who is appointed as the senior cook in a school, who holds formal qualifications in cooking/catering or who has substantial relevant experience within the catering or related industries to such an extent as would justify Grade 2 status. A person without qualification would normally require a minimum of five years' experience to justify such status. This person could be required to supervise other staff and assist with the ordering of catering supplies.

First Cook (Grade 1): Shall mean a person appointed as First Cook or Cook Working Alone who does not have the qualifications or equivalent experience required for classification of First Cook (Grade 2).

Tradesperson Cook: Shall mean a First Cook, Grade 2 who has completed an apprenticeship in cooking, baking or pastry cooking.

40.—UNIFORMS

Where an employee is required by the employer to wear special clothing, such clothing shall be provided and laundered

by the employer at his/her expense. Provided that alternative arrangements in respect of the supply and laundering of clothing may be made by agreement between an employer and the Union.

41.—PROTECTIVE CLOTHING

(1) Where employees are required to work in water they shall be supplied with rubber boots.

(2) Employees required to clean toilets, use acids, wash dishes, handle detergents, acids, soaps or injurious substances shall be provided with rubber gloves.

(3) Where the conditions of work are such that employees are unable to avoid their clothing becoming wet or dirty, they shall be supplied with suitable protective clothing free of charge by the employer.

(4) Where suitable protective clothing is supplied by the employer to an employee such clothing and footwear shall remain the property of the employer.

PART V

ADMINISTRATIVE AND TECHNICAL OFFICERS

42.—HOURS

(1) The ordinary hours of duty for a full-time employee shall be 37.5 hours per week Monday to Friday inclusive and the hours of duty per day shall be fixed by agreement between the employee and the employer. A full-time employee works a minimum of 40 weeks per year.

(2) In the absence of any agreement reached in accordance with subclause (1) of this clause, the following hours of duty shall apply—

The ordinary hours of duty shall not exceed 37.5 hours per week and shall be worked on Monday to Friday, between the hours of 8.00am and 5.00pm.

(3) The employee shall be allowed a meal break of not less than thirty minutes, nor more than one hour, to be taken between the hours of twelve noon and 2.00pm.

(4) All time worked at the direction of the employer before the usual starting time or after the usual finishing time, or beyond 7.5 hours in any one day, or outside the spread of hours as prescribed under subclause (1) or (2) of this clause, shall be deemed overtime and shall, at the discretion of the employee, be paid for at the employee's ordinary rate of pay or be given paid time off in lieu equivalent to the time worked. The time in lieu taken in accordance with this subclause shall be at such time as is agreed between the employee and the employer.

(5) During the school vacation periods or any part thereof during which an employee cannot be usefully employed, the employer shall be relieved of the obligation to provide work and the employee shall not be entitled to the payment of salary in respect of any such period during which no work is performed other than any period during which the employee is on annual leave or a public holiday where the public holiday falls on a day on which the employee would normally be employed to work. Provided that the maximum period covered by this subclause shall be eight weeks in any one year.

43.—ANNUAL LEAVE

(1) An employee who has completed 12 months' continuous service or who has been employed for a minimum of 40 weeks in a calendar year shall be entitled to a minimum of 4 weeks' paid annual leave.

(2) All time for which the school is closed due to vacation leave shall count for the purpose of determining an employee's right to payment under this clause.

(3) Leave may be taken at a time agreed to between the employer and the employee.

(4) If after four weeks' continuous service in any qualifying period an employee lawfully leaves his/her employment or his/her employment is terminated by the employer through no fault of the employee, the employee shall be paid salary in lieu of annual leave proportionate to their length of service calculated to the nearest completed week of service.

(5) If an employee's commencement is after 1 January, then, by agreement between the employer and the employee, the employee may be granted pro-rata annual leave to the end of the calendar year. Subsequent years of employment can commence on 1 January.

(6) If any award holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there shall be added to that period one day, being an ordinary working day, for each such holiday observed as aforesaid.

44.—SALARIES

(1) (a) The minimum annual salary, according to classification and experience, payable to an employee after the 22nd day of May 1997 shall be—

Salary Level	Total Salary $ Per Annum	7.2%
LEVEL 1	19,751	21,173.07
	20,001	21,441.07
	20,251	21,709.07
	20,501	21,977.07
	20,751	22,245.07
	21,001	22,513.07
LEVEL 2	21,751	23,317.07
	22,251	23,853.07
	22,751	24,389.07
	23,251	24,925.07
	23,751	25,461.07
	24,251	25,997.07
LEVEL 3	25,251	27,069.07
	25,851	27,712.27
	26,451	28,355.47
	27,051	28,998.67
	27,651	29,641.87
	28,251	30,285.07
LEVEL 4	26,751	28,677.07
	27,751	29,749.07
	28,751	30,821.07
	29,751	31,893.07
	30,751	32,965.07
	31,751	34,037.07

(b) On appointment an employee shall be placed at the appropriate salary level according to full-time experience and the classifications as prescribed in Clause 45.—Classifications of this Agreement.

(c) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the employee into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being an employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

(d) An employee appointed to a salary rate shall proceed by annual increments to the maximum of that classification level.

(e) If during progression through the salary steps, and within an appropriate time frame prior to the employee's next annual increment, the employer considers such increment to be inappropriate due to work performance and as such does not recommend or authorise further progression, then the employer shall state the reasons in writing to the employee concerned.

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

(ii) If the improvement required is achieved, then the employee shall then proceed to his/her appropriate salary level.

(f) An employee shall only progress from one level to another in accordance with the provisions as prescribed in Clause 45.—Classifications of this Agreement.

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

(h) For the purposes of determing weekly or fortnightly salary, the annual salaries as prescribed in subclause (1) of this clause, shall be divided by 52.16 or 26.08 respectively.

(i) Where the conditions of employment of any employee are subject to the provisions of subclause (5) of Clause 42.—Hours of this Agreement, salary shall be averaged over the period of a full year.

(2) Junior Classification

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

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

45.—CLASSIFICATIONS

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

(1) Level 1.

(a) An employee at this level requires no prior experience or formal qualifications in the performance of the job and works under direct supervision.

(b) Examples of positions which may appropriately be classified as Level 1—

General clerical assistant, switchboard operator, word processing operator, data entry operator, laboratory attendant, school secretary and any assistant employed within the terms of Clause 4.—Scope of the *Independent Schools Administrative and Technical Officers Award 1993*.

(2) Level 2.

(a) An employee at this level performs duties under general supervision, may have acquired some relevant qualifications and is competent in the performance of tasks associated within Level 1 positions.

(b) Examples of positions which may appropriately be classified as Level 2, in addition to those prescribed for Level 1, are as follows—

Library assistant, laboratory assistant, accounts clerk, word processing operator, data process operator, secretarial duties, receptionist/switchboard operator and school secretary.

(3) Level 3.

(a) An employee at this level works as a competent skilled autonomous employee and has knowledge, skills and demonstrated capacity to undertake complex tasks. The employee is likely to have TAFE/TERTIARY or equivalent qualifications.

(b) Examples of positions which may appropriately be classified as Level 3—

Technician employed in the audio visual, computer, media, library or laboratory departments and/or any other technician employed in the school, secretary, bookkeeper, computer system supervisor, senior clerk or senior computer operator, accounts, records and school secretary.

(4) Level 4.

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

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

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

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

PART VI

(BOARDING HOUSE) SUPERVISORS

46.—HOURS

(1) Subject to this Agreement, the working days and hours of duty shall be determined by written agreement between the employer, the employee and the Union.

(2) In the event of no agreement being reached in regard to hours of duty then the matter may be referred to the Western Australian Industrial Relations Commission for determination.

47.—ROSTERS

(1) The hours of duty for each employee shall be set out in a roster which shall contain the following details—

(a) the name of the employee/s;

(b) the starting and finishing times of each employee's shift, including any breaks which may be required during such shift;

(c) the day/s on which each employee is off duty.

(2) Such rosters shall be drawn up and posted one week in advance and may only be altered by agreement between the employer and the employee concerned.

(3) Where agreement cannot be reached, pursuant to subclause (2) of this clause, the employer may change the roster provided that not less than twelve hours' notice of such change is given to any employee so affected.

48.—VACATION LEAVE

(1) Except as hereinafter provided, an employee shall be allowed the holidays granted by the school in which they are employed, including term and Christmas vacations, without deductions of pay. An employee may be required for duty prior to the beginning of each term and following the end of each term for the purposes of preparing for the opening and/or closure of the boarding house.

(2) If after four weeks' continuous service in any calendar year an employee lawfully terminates employment or such employment is terminated by the employer through no fault of the employee, the employee shall be paid salary in lieu of vacation leave proportionate to the length of service. Provided that an employee who was actually engaged for all school terms in that calendar year shall be entitled to be paid for the whole of the vacation period of that year.

(3) Where an employee has been paid for leave which at the time of termination has not been fully accrued, the employer may deduct from any monies owed, that portion to which the employee is not entitled. Where the employment of an employee is terminated by the employer prior to the attainment of the accrued vacation leave, then the provisions of this subclause shall not apply.

(4) At any time in respect of which an employee is absent from work except time for which the employee is entitled to claim sick leave or leave provided for in the terms of this Agreement, shall not count for the purpose of determining the rights to vacation leave.

49.—SALARIES

(1) The minimum annual salary payable to employees after the 22nd day of May 1997 shall be as follows—

(a) Supervisor—

Salary Level	Total Salary $ Per Annum	7.2%
1st year of experience	19,957	21,393.90
2nd year of experience	20,726	22,218.27
3rd year of experience	21,751	23,317.07
4th year of experience	22,776	24,415.87
5th year of experience	23,801	25,514.67
6th year of experience	24,826	26,613.47

(b) Senior Supervisor—

1st year of experience	26,364	28,262.20
Thereafter	27,901	29,909.87

(c) Houseparent—

Notwithstanding the provision of paragraph (a) of this subclause, the maximum salary level

for this classification shall be that determined as the fifth year of experience.

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

(3) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the employee into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being an employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

50.—CLASSIFICATIONS

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

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

(3) "Relief Supervisor"—shall mean an employee employed as per the boarding house roster for a period no exceeding four weeks.

(4) "Senior Supervisor"—shall mean any employee who is responsible for the overall supervision of the boarding house.

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

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

51.—LODGING CONDITIONS

(1) Lodging facilities are to be provided free of charge for any employee required to sleep over in a boarding house.

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

52.—GENERAL CONDITIONS

The employer shall make provision for the following—

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

(2) Access by employees to telephone facilities for emergency use.

PART VII

NURSES

53.—TIME OFF DUTY

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

54.—VACATION LEAVE

(1) Except as hereinafter provided, an employee shall be allowed the leave granted by the school in which he/she is employed without deduction of pay: Provided that such leave shall be not less than six weeks during Christmas vacation nor ten days during each of the term vacations.

(2) If after one month's continuous service in any qualifying twelve monthly period an employee terminates his/her employment or his/her employment is terminated by the employer through no fault of the employee, the employee shall be paid for such proportion of vacation leave as the number of completed months of his/her service in that qualifying period bears to the full qualifying period of twelve months.

(3) Any time in respect of which an employee is absent from work except time for which he/she is entitled to claim sick leave or time spent on school holidays or vacation leave as prescribed by this clause shall not count for the purpose of determing his/her rights to paid leave.

(4) An employee who is justifiably dismissed for misconduct shall not be entitled to the benefits of the provisions of this clause.

(5) No employee shall, during any period when he/she is on leave engage in any employment for hire or reward in substitution for the employment from which he/she is on leave, and if an employee breaches this provision he/she shall thereupon forfeit his/her right of leave upon which he/she has entered, and the employer shall be entitled to withhold any further payment in respect of the period and to reclaim payments already made on account of such period of leave.

(6) This clause shall not apply to casual employees.

55.—WAGES

(1) The minimum rate of wages payable to employees covered by this Agreement after the 22nd day of May 1997 shall be as follows—

	HOURLY RATE		TOTAL RATE		ANNUAL RATE
		7.2%	$ Per Week	7.2%	$
1st Year	12.83	13.75	487.60	522.70	27,264.03
2nd Year	13.45	14.41	511.10	547.89	28,577.94
3rd Year	14.07	15.08	534.70	573.19	29,897.59
4th Year	14.69	15.74	558.30	598.49	31,217.23
5th Year	15.31	16.41	581.90	623.79	32,536.88
6th Year	15.93	17.07	605.50	649.09	33,856.53
7th Year	16.55	17.74	629.00	674.28	35,170.44
8th Year	17.17	18.40	652.60	699.58	36,490.09

(2) Progression through the abovementioned scale shall be by annual increments.

(3) Where an employee is appointed to the position of Nurse, previous relevant nursing experience in an independent school or at a similar level, shall be taken into account in determining the appropriate incremental level. Experience shall include time spent in relevant post basic courses.

(4) Nurse shall mean one who is registered or entitled to be registered as a general trained nurse in Western Australia under the *Nurses Act, 1968—1980.*

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

(6) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the nurse into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being an employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

56.—LAUNDRY AND UNIFORMS

(1) Where an employee is required by the employer to wear a special uniform, sufficient uniforms shall be provided at the employer's expense. In lieu of providing uniforms, the employer shall pay an allowance of $4.70 per week to the employee.

(2) Uniforms shall be a laundered free of cost to employees. Where the uniforms of an employee cannot be laundered by the school an allowance of $1.50 per week shall be paid to the employee.

(3) For the purpose of this paragraph a uniform shall be deemed to be "required" unless the employer advises the employee that the wearing of uniforms is not a condition of employment.

57.—BOARD AND LODGING

(1) The charge for full board and lodging provided to an employee by the employer shall be $9.00 per night.

(2) Where the employer provides meals only to an employee the following charges shall apply—

	$
Lunch and dinner	3.50
Breakfast	2.00

(3) An accredited representative of The Australian Nursing Federation, Industrial Union of Workers, Perth, shall be entitled to inspect such food and accommodation at reasonable times.

(4) An employee shall not be charged for board and lodging when absent from the school for more than one day on annual leave, sick leave, long service or leave without pay.

(5) By agreement with the employee the amounts prescribed in subclauses (1) and (2) of this clause may be deducted from the salary of the employee.

(6) Future increases in board and lodging charges shall be adjusted in accordance with increases awarded under the current principles of wage fixation.

APPENDIX A

PARTIES BOUND

Employer Party
Institute of The Blessed Virgin Mary
69 Webster Street
Nedlands WA 6009

Union Parties
Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch
61 Thomas Street
Subiaco WA 6008

The Australian Nursing Federation, Industrial Union of Workers Perth
Level 2
322 Hay Street
Subiaco WA 6008

The Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers
143 Edward Street
East Perth WA 6004

APPENDIX B

AWARDS

Independent Schools Administrative and Technical Officers Award 1993, No. A 15 of 1991

Independent Schools (Boarding House) Supervisory Staff Award, No. A 9 of 1990

Nurses' (Independent Schools) Award, No. 21B of 1962

School Employees (Independent Day & Boarding Schools) Award, 1980, No. R7 of 1979

Teachers' Aides' (Independent Schools) Award 1988, No. A27 of 1987

ENDORSEMENTS

Signed for and on behalf of—

The Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers	T. Howe
The Australian Nursing Federation, Industrial Union of Workers, Perth	H.G. Atrill
Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch	H. Creed
Institute of The Blessed Virgin Mary	Leonie Peterson

METROBUS ENGINEERING EMPLOYEES CLOSEDOWN ENTERPRISE BARGAINING AGREEMENT 1997.
No. AG 329 of 1997.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Metropolitan (Perth) Passenger Transport Trust

and

The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union or Workers—Western Australian Branch and Another.

No. AG 329 of 1997.

MetroBus Engineering Employees Closedown Enterprise Bargaining Agreement 1997.

COMMISSIONER R.N. GEORGE.

9 December 1997.

Order.

REGISTRATION OF AN ENTERPRISE BARGAINING AGREEMENT
No. AG 329 OF 1997.

HAVING heard Mr G. Wibrow on behalf of the Applicant and Mr G. Sturman for The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union or Workers—Western Australian Branch and Mr J. Murie for The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Workers Union of Australia, Engineering and Electrical Division, WA Branch, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the MetroBus Engineering Employees Closedown Enterprise Bargaining Agreement 1997 in the terms of the following schedule be registered with effect on and from 30 November 1997.

(Sgd.) R.N. GEORGE,
[L.S.] Commissioner.

Schedule.

MetroBus Engineering Employees Closedown Enterprise Bargaining Agreement

1.—TITLE

This Agreement shall be known as the MetroBus Engineering Employees Closedown Enterprise Bargaining Agreement 1997.

2.—ARRANGEMENT

Clause Title	Clause Number
Arrangement	2
Attendance Inventive Scheme	Appendix 1
Dispute Settling Procedure	8
Incidence and Parties Bound	3
Period of Operation	4
Relationship to Parent Awards and Agreements	5
Signatories	9
Special Provisions	7
Title	1
Wage and Salary Rates	Appendix 2
Wage Increases	6

3.—INCIDENCE AND PARTIES BOUND

3.1 This Agreement shall apply to and be binding on the Metropolitan (Perth) Passenger Transport Trust (the employer) hereafter referred to as MetroBus, the unions nominated in subclause 3.2 below, and all employees eligible to be covered by the respective unions, awards and/or agreements nominated below who are actually employed by and working within MetroBus from the date of introduction of this Agreement until the organisation ceases bus operations (anticipated date Saturday 4 July 1998).

3.2 Organisations and Awards/Agreements to which this Agreement applies

Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers Union Western Australian Branch and

Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Workers Union of Australia, Engineering and Electrical Division, WA Branch

Engineering Trades (Government) Award, 1967 Award Nos. 29, 30 and 31 of 1961 and 3 of 1962

MetroBus Engineering and Maintenance Enterprise Agreement 1995.

3.3 This Agreement will apply to approximately 50 employees.

4.—PERIOD OF OPERATION

This Agreement shall operate from the first fortnightly pay period on or after 30 November 1997 until 18 July 1998.

5.—RELATIONSHIP TO PARENT AWARDS AND AGREEMENTS

This Agreement shall be read and interpreted wholly in conjunction with the Awards and Agreements detailed in clause 3 of this Agreement. To the extent that there is any inconsistency the terms of this Agreement shall prevail.

6.—WAGE INCREASES

This agreement provides for

(a) a 2% increase in the base rate of all classifications applicable as at the date of implementation of this Agreement as detailed in Appendix 2, and

(b) an attendance incentive calculated in accordance with Appendix 1, and which will only apply to those employees actually undertaking their normal duties and working within MetroBus.

7.—SPECIAL PROVISIONS

It is a term of this Agreement that the following provisions will apply.

7.1 No Union will pursue any extra wage or conditions claims for the life of this Agreement.

7.2 There will be no restrictions on the employment of any casual, part time or temporary (including fixed term) employees to supplement existing staffing levels.

7.3 Any employee may be required to undertake additional duties not covered by any specific employment conditions without this resulting in any demarcation disputes, subject to the employee(s) having any prerequisite training or qualifications.

Any higher duties payments applicable under the provisions of the respective award or agreement shall continue to have full application.

7.4 Any employee may be re-allocated at short notice to maintain service delivery requirements. The relevant mileage or travelling time provisions will continue to apply.

8.—DISPUTE SETTLING PROCEDURE

8.1 In the event of any dispute, question or difficulty, issues will be addressed by direct consultation and negotiation in order to avoid any interruptions to the performance of work and any loss of production, service, revenue and remuneration. The parties are committed to following the procedures outlined in this clause.

8.2 The parties shall give prior notice to one another of any matters which may reasonably be expected to give rise to any dispute or grievance.

8.3 In the first instance endeavours will be made to resolve the dispute in a consultative manner in keeping with the spirit of this Agreement.

8.4 The parties recognise that problems related to safety and other hazardous situations, will be dealt with in accordance with the Occupational Safety and Health Act 1984 and its relevant provisions.

8.5 Where in any case a dispute or grievance cannot be resolved by direct consultation between the parties, the dispute or grievance is to be processed according to the following stages.

Stage One

The matter is to be discussed at the local job level. In attendance should be the employee concerned, union representation (if so desired by the employee concerned) and the immediate line supervisor.

Stage Two

The matter is to be discussed with the employee concerned, union representation (if so desired by the employee concerned) and the relevant line manager.

If the matter remains unresolved, either party must within two clear ordinary working days, notify the other in writing that the parties are in dispute.

Stage Three

The matter is to be discussed at a meeting between officials of the Union(s), and senior management representatives of MetroBus. Unless otherwise agreed between the parties, the meeting is to be held within two clear ordinary working days of the notification referred to in Stage Two above.

8.6 Should the issue be of such a nature as to remain unresolved after exhausting the consultative approach described above, the parties may refer the matter to the Western Australian Industrial Relations Commission for assistance. The Commission has available all of the normal conciliation and arbitration powers available under its Act in resolving the dispute.

8.7 The parties commit themselves to no stoppages of work, lockouts or any other bans or limitations on the performance of work whilst these procedures are being followed.

Any party may nominate that time limits be placed on the completion of discussions throughout the procedure. In such cases up to seven days will be available for each stage of discussions to be finalised, with a minimum of 14 clear days cooling off period before any proposed industrial action is initiated. In addition, a minimum of seven clear days prior notice of the details of any intended action will be provided.

9.—SIGNATORIES

SIGNED ..... DATE .....

NAME ..... TITLE .....

For Metropolitan (Perth) Passenger Transport Trust [MetroBus]

SIGNED ..... DATE .....

NAME ..... TITLE .....

For Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers Western Australian Branch

SIGNED ..... DATE .....

NAME ..... TITLE .....

For Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Workers Union of Australia, Engineering and Electrical Division, WA Branch

APPENDIX 1

ATTENDANCE INCENTIVE SCHEME

The following details the administration of the attendance incentive scheme

1 This scheme will apply to permanent and eligible fixed term employees. It will not apply to those employed on a casual basis.

2 There will be three periods to match the close down date of bus operations, with each period standing alone. This scheme will conclude with the cessation of bus services by MetroBus and will have no further application beyond the close down of operations.

3 There will be a sliding scale for non attendance, with any eligible employee absent for more than 2 days in each period then ineligible for an attendance incentive for that period.

Absence would include any non attendance (leave without pay, workers compensation, paid or unpaid sick leave, non appearance etc) excepting pre authorised paid leave eg annual or long service leave.

4 Absence on a part of a day will be considered a day's absence for the purpose of this scheme.

5 To be eligible an employee must be employed for the full duration of any period.

6 The third period will receive an additional weighting over the first two periods to further enhance attendance as the close down date approaches.

7 On the basis that all employees (including those with little or no sick leave credits available) will be required to maintain service levels, and in particular to provide an incentive for those with significant available balances to remain at work, the following attendance incentive will apply

First Two Periods

Days Absent	Attendance Incentive
0	$200 plus 5% of outstanding sick leave balance
1	$100 plus 2.5% of outstanding sick leave balance
2	$50 plus 1.25% of outstanding sick leave balance
Thereafter	Nil

Final Period

Days Absent	Attendance Incentive
0	$400 plus 10% of outstanding sick leave balance
1	$200 plus 5% of outstanding sick leave balance
2	$100 plus 2.5% of outstanding sick leave balance
Thereafter	Nil

8 Attendance incentive payments will be provided as soon as possible following the conclusion of each period.

9 It is accepted that although MetroBus will as much as practicable pre-calculate anticipated entitlements, there may be some delays in providing final payment entitlements to separating employees.

APPENDIX 2

WAGE RATES

Classification		Prior EBA (award without Safety Net Adjustments plus 8% plus industry allowance)	(wage $ per week) New EBA Rate (+ 2%)
Trades persons			
C 8	}	518.00	528.40
C 8(a) (+ $5.20)	} (Level 3)	523.20	533.60
C 8(b) (+ $10.30)	}	528.30	538.70
C 9	}	494.40	504.30
C 9(a) (+ $5.20)	} (Level 2)	499.60	509.50
C 9(b) (+ $10.30)	}	504.70	514.60
C 10	}	470.90	480.30
C 10(a) (+ $5.20)	} (Level 1)	476.10	485.50
C 10(b) (+ $10.30)	}	481.20	490.60
Non Trades Engineering Employees			
C 11		435.10	443.80
C 11(a) (+ $5.20)		440.30	449.00
C 11(b) (+ $10.30)		445.40	454.10
C 12		411.60	419.80
C 12(a) (+ $5.20)		416.80	425.00
C 12(b) (+ $10.30)		421.90	430.10
C 13		386.10	393.80
C 13(a) (+ $5.20)		391.30	399.00
C 13(b) (+ $10.30)		396.40	404.10
C 14		367.30	374.60
C 14(a) (+ $5.20)		372.50	379.80
C 14(b) (+ $10.30)		377.60	384.90
Apprentices			
4 Year Term			
1st Year (42%)		197.80	201.80
2nd Year (55%)		259.00	264.20
3rd Year (75%)		353.20	360.30
4th Year (88%)		414.40	422.70
Other Terms			
40%		188.40	192.20
48%		226.00	230.50
100%		470.90	480.30

METROBUS SALARIED OFFICERS CLOSEDOWN ENTERPRISE BARGAINING AGREEMENT 1997. No. PSAAG 20 of 1997.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Metropolitan (Perth) Passenger Transport Trust

and

The Metropolitan (Perth) Passenger Transport Trust Officers' Union of Workers, Perth.

No. PSAAG 20 of 1997.

MetroBus Salaried Officers Closedown Enterprise Bargaining Agreement 1997.

PUBLIC SERVICE ARBITRATOR
COMMISSIONER R.N. GEORGE.

9 December 1997.

Order.

REGISTRATION OF AN ENTERPRISE BARGAINING AGREEMENT
No. PSAAG 20 OF 1997.

HAVING heard Mr G. Wibrow on behalf of the Applicant and Mr P. Burlinson on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Agreement known as the MetroBus Salaried Officers Closedown Enterprise Bargaining Agreement 1997 be registered in the terms of the following schedule with effect on and from 30 November 1997.

(Sgd.) R.N. GEORGE,
[L.S.] Commissioner.

Schedule.

MetroBus Salaried Officers Closedown Enterprise Bargaining Agreement

1.—TITLE

This Agreement shall be known as the MetroBus Salaried Officers Closedown Enterprise Bargaining Agreement 1997.

2.—ARRANGEMENT

Clause Title	Clause Number
Arrangement	2
Attendance Inventive Scheme	Appendix 1
Dispute Settling Procedure	8
Incidence and Parties Bound	3
Period of Operation	4
Relationship to Parent Awards and Agreements	5
Signatories	9
Special Provisions	7
Title	1
Wage and Salary Rates	Appendix 2
Wage Increases	6

3.—INCIDENCE AND PARTIES BOUND

3.1 This Agreement shall apply to and be binding on the Metropolitan (Perth) Passenger Transport Trust (the employer) hereafter referred to as MetroBus, the Metropolitan (Perth) Passenger Transport Trust Officers Union of Workers (the Union), and all employees eligible to be covered by the union and award and/or agreement nominated below who are actually employed by and working within MetroBus from the date of introduction of this Agreement until the organisation ceases bus operations (anticipated date Saturday 4 July 1998).

3.2 Awards/Agreements to which this Agreement applies

Transport Trust Salaried Officers Award No. 3 of 1977

MetroBus Salaried Officers Enterprise Bargaining Agreement 1995

3.3 This Agreement will apply to an estimated 90 employees.

4.—PERIOD OF OPERATION

This Agreement shall operate from the first fortnightly pay period on or after 30 November 1997 until 18 July 1998.

5.—RELATIONSHIP TO PARENT AWARDS AND AGREEMENTS

This Agreement shall be read and interpreted wholly in conjunction with the Award and Agreement detailed in clause 3 of this Agreement. To the extent that there is any inconsistency the terms of this Agreement shall prevail.

6.—WAGE INCREASES

This agreement provides for

(a) a 2% increase in the base rate of all classifications applicable as at the date of implementation of this Agreement as detailed in Appendix 2, and

(b) an attendance incentive calculated in accordance with Appendix 1, and which will only apply to those employees actually undertaking their normal duties and working within MetroBus.

7.—SPECIAL PROVISIONS

It is a term of this Agreement that the following provisions will apply.

7.1 The Union will not pursue any extra wage or conditions claims for the life of this Agreement.

7.2 There will be no restrictions on the employment of any casual, part time or temporary (including fixed term) employees to supplement existing staffing levels.

7.3 Any employee may be required to undertake additional duties not covered by any specific employment conditions without this resulting in any demarcation disputes, subject to the employee(s) having any prerequisite training or qualifications.

Any higher duties payments applicable under the provisions of the respective award or agreement shall continue to have full application.

7.4 Any employee may be re-allocated at short notice to maintain service delivery requirements. The relevant mileage or travelling time provisions will continue to apply.

8.—DISPUTE SETTLING PROCEDURE

8.1 In the event of any dispute, question or difficulty, issues will be addressed by direct consultation and negotiation in order to avoid any interruptions to the performance of work and any loss of production, service, revenue and remuneration. The parties are committed to following the procedures outlined in this clause.

8.2 The parties shall give prior notice to one another of any matters which may reasonably be expected to give rise to any dispute or grievance.

8.3 In the first instance endeavours will be made to resolve the dispute in a consultative manner in keeping with the spirit of this Agreement.

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The matter is to be discussed at a meeting between officials of the Union, and senior management representatives of MetroBus. Unless otherwise agreed between the parties, the meeting is to be held within two clear ordinary working days of the notification referred to in Stage Two above.

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9.—SIGNATORIES

SIGNED ..... DATE .....

NAME ..... TITLE .....

For Metropolitan (Perth) Passenger Transport Trust [MetroBus]

SIGNED ..... DATE .....

NAME ..... TITLE .....

SIGNED ..... DATE .....

NAME ..... TITLE .....

For Metropolitan (Perth) Passenger Transport Trust Salaried Officers' Union of Workers

APPENDIX 1

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9 It is accepted that although MetroBus will as much as practicable pre-calculate anticipated entitlements, there may be some delays in providing final payment entitlements to separating employees.

APPENDIX 2

SALARY RATES

(salary $ per annum)

LEVEL	Prior EBA Rate	New EBA Rate (+ 2%)
LEVEL 1		
U/17 Yrs	11,417	11,645
17 Yrs	13,342	13,609
18 Yrs	15,563	15,874
19 Yrs	18,015	18,375
20 Yrs	20,230	20,635
21 Yrs/1st Yr	22,223	22,667
22 Yrs/2nd Yr	22,908	23,366
23 Yrs/3rd Yr	23,591	24,063
24 Yrs/4th Yr	24,271	24,756
25 Yrs/5th Yr	24,954	25,453
26 Yrs/6th Yr	25,638	26,151
27 Yrs/7th Yr	26,424	26,952
28 Yrs/8th Yr	26,968	27,507
29 Yrs/9th Yr	27,773	28,328
LEVEL 2		
1st Yr	28,735	29,310
2nd Yr	29,474	30,063
3rd Yr	30,249	30,854
4th Yr	31,070	31,691
5th Yr	31,927	32,566
LEVEL 3		
1st Yr	33,107	33,769
2nd Yr	34,025	34,706
3rd Yr	34,972	35,671
4th Yr	35,945	36,664
LEVEL 4		
1st Yr	37,278	38,024
2nd Yr	38,323	39,089
3rd Yr	39,398	40,186
LEVEL 5		
1st Yr	41,469	42,298
2nd Yr	42,868	43,725
3rd Yr	44,323	45,209
4th Yr	45,831	46,748
LEVEL 6		
1st Yr	48,258	49,223
2nd Yr	49,908	50,906
3rd Yr	51,615	52,647
4th Yr	53,438	54,507
Specified Calling LEVEL 2/4		
1st Yr	28,735	29,310
2nd Yr	30,249	30,854
3rd Yr	31,927	32,566
4th Yr	34,025	34,706
5th Yr	37,278	38,024
6th Yr	39,398	40,186
LEVEL 5		
1st Yr	41,469	42,298
2nd Yr	42,868	43,725
3rd Yr	44,323	45,209
4th Yr	45,831	46,748

NELSON POINT AND FINUCANE ISLAND CAPACITY EXPANSION PROJECT—PORT HEDLAND AGREEMENT 1997-1998.
No. AG 321 of 1997.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Transfield Construction WA Pty Ltd

and

The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers—Western Australian Branch and Another.

No. AG 321 of 1997.

Nelson Point and Finucane Island Capacity Expansion Project—Port Hedland Agreement 1997-1998.

8 December 1997.

Order.

HAVING heard Mr T. Dobson on behalf of the Applicant and Mr G.C. Sturman as agent for the Respondents, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement made between the parties in the terms of the following schedule and lodged in the Commission on the 11th day of November, 1997, amended this day, entitled Nelson Point and Finucane Island Capacity Expansion Project—Port Hedland Agreement 1997-1998 be registered as an industrial agreement.

(Sgd.) G.L. FIELDING,
[L.S.] Senior Commissioner.

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1.5 No Extra Claims
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2.2 Utilisation of Work Skills
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PRE-AMBLE

The rates and conditions of employment contained in this Agreement recognise that the major project construction work being undertaken at Nelson Point and Finucane Island is undertaken at the same time as the overall major construction activity applicable on BHP facilities in Port Hedland.

SECTION ONE—ADMINISTRATION OF THE AGREEMENT

1.1 Title

This Agreement shall be known as the Nelson Point and Finucane Island Capacity Expansion Project—Port Hedland Agreement 1997—1998.

1.2 Parties

The parties to this Agreement are the following employers (herein referred to as the employers or employer) undertaking work on the project as a common enterprise through association with the project managers Fluor Daniel Pty Ltd and Sinclair Knight Merz Pty Ltd—

- Transfield Construction WA Pty Ltd;

and the following organisations of employees and their members undertaking work within the scope of this Agreement—

- Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers, Western Australian Branch
- Construction, Mining, Energy, Timber Yards, Sawmills and Woodworkers Union of Australia, Western Australia Branch

The number of employees covered by this Agreement at the date of Agreement was 150.

1.3 Scope of Agreement

This Agreement shall apply to all of the construction work, undertaken by the employers on site at Nelson Point and Finucane Island in Port Hedland as part of the Capacity Expansion Project as managed by Fluor Daniel Pty Ltd or Sinclair Knight Merz Pty Ltd, by employees engaged full time on site under the terms and conditions of the following Awards—

- Metal Trades General Award Part II Construction
- Engine Drivers (Building & Steel) Construction Award

in classifications relevant to the construction of this project.

1.4 Period of Operation

Unless otherwise provided for in this Agreement the terms of this Agreement shall come into operation and apply on and from the date of agreement between the parties being October 1997 and shall continue in operation until the completion of construction work on the project, expected to be in December 1998.

1.5 No Extra Claims

This Agreement is made in full and final settlement of all claims with respect to terms and conditions of employment in relation to this project and the parties to this Agreement shall not make any further claims with respect to this project for the period of operation of this Agreement.

The package of rates and conditions contained in this Agreement are recognised by the parties as covering all circumstances and disabilities of major construction work covered by this Agreement from commencement through all phases to practical completion.

1.6 Not To Be Used As A Precedent

This Agreement shall not be used in any manner whatsoever as justification to obtain similar arrangements or benefits on any other works, project, plant or enterprise.

Specifically the terms of this Agreement will not be used as a basis for claims on any other construction work that may be undertaken in relation to BHP Iron Ore Pty Ltd operations at Nelson Point and Finucane Island.

SECTION TWO—EFFICIENCY MEASURES

2.1 Objectives

This Agreement is designed to enable the project managers, employers, their employees and their union(s) to co-operate with the objective of ensuring a safe, successful and timely completion of work on the project.

All parties are committed to—

- providing high standards of occupational health and safety on the site;
- promoting, and co-operating in achieving, the best use of employee skills in constructing the project;
- eliminating industrial relations lost time by the resolution of conflicts in accordance with agreed procedures;
- achieving a productive and efficient working environment on the project;
- facilitating a co-operative approach to employment relationships;
- taking steps to improve and enhance communication between employees and management/supervisors; and
- to individually and collectively recognise the responsibility to respect and care for the environment in which we work.

Should during the life of this Agreement any changes to the project works be required to ensure these objectives are attained, all parties are committed to participate as requested in a process of consultation and co-operation to discuss and agree on the implementation of such measures as may be required.

2.2 Utilisation of Work Skills

The parties to this Agreement are committed to co-operate positively to encourage the best utilisation of workforce skills in the construction of this project.

The following commitments are made on this basis—

- That employees will carry out all directions and duties that are within the scope of their skills and training, whilst ensuring that safety and quality requirements of the project are maintained.
- Employees will comply with any reasonable request to work overtime within the requirements of the project at the appropriate rate as prescribed in the relevant award. Unions party to this Agreement will not impose any ban or limitation on the working of such overtime.
- Where shift work is required, the unions will not place any restrictions or limitations on such shift work, and employees will agree to work such shift work as reasonably required by the employer.

2.3 Agreement Best Practice Processes

Avoidance of Industrial Disputes

2.3.1 *Intent*

Consistent with this Agreement's objectives, the parties are committed to exhausting to finality the procedures outlined in this Agreement to resolve issues, difficulties and questions arising on the project.

2.3.2 *Goal*

On completion of this Agreement a project goal is to have a dispute free construction and commissioning phase by resolving grievances without the need to resort to strike action, lockouts or any other form of ban or limitation on the performance of work.

2.3.3 *Awareness*

It is the view of the parties that all employers and employees are well versed in the processes available in this Agreement to resolve grievances and in that regard project consultation and communication processes will be used to ensure all concerned are aware of the requirements of this clause.

2.4 Project Consultation and Communication

In order to assist to achieve a harmonious working relationship and to assist to ensure that the construction program set for the project is maintained, regular and ongoing consultation between the employer and the employees will be required to ensure co-operation is provided.

The employer will ensure that supervision informs employees who are to carry out the various elements of the contract, what is to be done, what work methods, materials and tools are to be used and what specific hazards may be encountered.

Employees are to be encouraged to contribute to this process with the view of contributing to ensure that work on the project is undertaken in the most safe and productive manner and to the highest quality standards.

2.5 Essential Works Procedure

It is recognised by the parties to this Agreement that the work covered by this Agreement will include certain essential works.

Work that is undertaken on the operating plant at Nelson Point or Finucane Island which involves work to ensure the

plant continues operation, such as emergency repair or rectification work, or work that involves the preparation for and partial shutdown of the plant to allow alterations or additions to the plant, is the work described as essential work.

It is the objective of the parties that the essential work will be carried out uninterrupted.

To assist in the objective to help eliminate industrial action that may directly or indirectly effect the carrying out of essential work the parties will strictly adhere to the dispute settlement procedures in clause 2.6.1.

2.6 Disputes Resolution Procedures

In the resolution of industrial issues in relation to employees covered by this Agreement the parties agree that—

- Action will not be taken by employees party to this Agreement that will disrupt the normal operational activities of BHP Iron Ore Pty Ltd operations external to the Capacity Expansion Project and further, it is the intention of the parties to this Agreement to ensure that any industrial disputation that may occur should not interrupt the normal production operations of BHP Iron Ore Pty Ltd;
- employees covered by this Agreement should not become involved in support of issues raised on the HBI Project, or BHP Iron Ore Pty Ltd production operations because any issue raised will be considered and dealt with specific to the circumstances of the Capacity Expansion Project.

Any issue or concern shall be subject to the following procedure—

2.6.1 Steps to Resolve Questions, Disputes or Difficulties

(i) The employee concerned and if requested by the employee, his/her shop steward will raise the matter with the immediate supervisor for resolution.

(ii) If not resolved, the employee and his/her shop steward concerned shall raise the matter with the next more senior on site manager of the employer for resolution.

(iii) If not resolved, the employee and his/her shop steward may involve the appropriate local union organiser who shall attempt to seek a solution with the employers senior site manager and the employers representative (CCIWA).

(iv) If not resolved, the matter may be referred to the appropriate Perth based full time union official who will discuss the matter with senior management of the company and their representative.

(v) If still not resolved, either party may refer the matter to the Western Australian Industrial Relations Commission for the State Agreement.

Sensible time limits shall be allowed to resolve the matter during steps (i) to (iv) of the procedure.

While the above process is being pursued, work shall continue as normal. The emphasis will be on an agreed settlement of an issue so as to avoid lost time and the loss of the Incentive Payment provided for in Clause 3.4 of this Agreement, which would be forfeited in any week industrial action occurs.

Where any questions, disputes or difficulties arise under the Award or this Agreement, the provisions of this clause shall be applied in resolving these matters.

2.6.2 Authorised Meetings

(i) It is recognised that from time to time the union(s) may wish to convene workforce meetings to discuss or report on relevant issues relating to the project.

(ii) Where such meetings are convened by the unions(s) they shall occur at the most convenient time so as not to interrupt the work programme, i.e. prior to commencement of work, shift breaks, smoko or lunch break.

(iii) The location of the meeting shall be outside the site for safety requirements.

(iv) Meetings which are likely to intrude into working hours will need to be agreed by the employer concerned to prevent the loss of the Incentive Payment as prescribed in Clause 3.4 of this Agreement.

(v) Agreement to hold authorised meetings will not be unreasonably withheld provided the following conditions are met—

- A request indicating the purpose of the meeting is made by an officer of the relevant union to the employer.
- Notice, preferably 24 hours prior to the intended meeting, shall be given to the employer to consider the request and respond.
- A reasonable time limit will be agreed.
- Any agreed meeting during working hours will be unpaid.
- The union will advise the workforce that the meeting is authorised for the purpose of the Incentive Payment.
- Should normal work not resume after the meeting, the Incentive Payment will be forfeited.

(vi) Any meeting not agreed by the employer concerned will result in the loss of the Incentive Payment.

2.6.3 Review Process

The parties will meet periodically to review the application of this Clause to determine its effectiveness and whether reinforcement of the correct procedures to be followed is deemed necessary.

2.7 Demarcation Procedures

(i) In the event that two or more unions compete for the same work and an issue of demarcation arises, the unions agree that the issue will be resolved off site through the appropriate union processes without disruption to work.

(ii) While these processes are being followed, the employer shall allocate the work on the on site pre-dispute basis and the status quo shall remain until the issue has been resolved.

(iii) No party shall be prejudiced as to final settlement by the continuance of work on the pre dispute basis.

(iv) If the unions are unable to resolve the demarcation, they shall refer the matter to the appropriate Industrial Relations Commission without recourse to industrial action, for resolution.

2.8 Site Security and Safety Requirements

All parties to this Agreement acknowledge the importance of complying with and observing all security and safety rules and regulations set down for the project, particularly in the environment of major construction work being undertaken in an operating plant.

SECTION THREE—WAGES ALLOWANCES AND EMPLOYMENT CONDITIONS

3.1 Application of Awards

Except as provided in this Agreement, the terms and conditions of employment of each employee covered by this Agreement shall be in accordance with the relevant industrial Award.

Where any provision of this document is inconsistent with the provisions of any relevant Award, then the provisions of this document shall apply.

However, if a matter is not covered by this document then all conditions of employment shall be in accordance with the relevant Award.

3.2 Wage Rates

Employees bound by the terms of this Agreement shall be paid the wage rates shown below on and from the dates indicated according to their classification as per the relevant Award. Any future changes in Award rates will not affect these agreed schedules.

(A) *Metal Trades (General) Award 1996—Part II Construction*

Classification	1/1/97	1/4/97	1/10/97	1/4/98	1/10/98
Instrumentation and Controls Tradesman	715.82	737.00	758.82	781.29	804.44
Instrumentation Tradesman—Complex Systems	656.31	675.71	695.69	716.27	737.47
Instrument Tradesman	642.40	661.38	680.93	701.07	721.81
Scientific Instrument Maker	642.40	661.38	680.93	701.07	721.81
Welder—Special Class	631.68	650.34	669.56	689.36	709.75
Welder	621.20	639.55	658.45	677.91	697.96
Electrician Special Class	656.31	675.71	695.69	716.27	737.47
Electrical Fitter	621.20	639.55	658.45	677.91	697.96
Electrical Installer	621.20	639.55	658.45	677.91	697.96
Boilermaker	621.20	639.55	658.45	677.91	697.96
Tradesman the greater part of whose time is occupied in marking off and/or template making	626.38	644.88	663.94	683.57	703.79
Mechanical Tradesman—Special Class	656.31	675.71	695.69	716.27	737.47
Tradesperson	621.20	639.55	658.45	677.91	697.96
Pipe Fitter	621.20	639.55	658.45	677.91	697.96
Certificated Rigger or Scaffolder	576.52	593.82	611.63	629.98	648.88
Rigger or Scaffolder—Other	561.49	578.33	595.68	613.56	631.97
Tool and Material Storeman	544.61	560.95	577.78	595.11	612.96
Tradesperson's Assistant	527.12	542.93	559.22	576.00	593.28
Tradesman's Assistant—who from time to time uses a grinding machine	530.82	546.74	563.14	580.04	597.44
Lagger—					
First 6 months' experience	526.01	541.79	558.04	574.79	592.03
2nd & 3rd 6 months' experience	530.33	546.24	562.63	579.50	596.89
4th & 5th 6 months' experience	535.74	551.81	568.36	585.42	602.98
thereafter	538.82	554.98	571.63	588.79	606.45
Grinder using portable machine	535.87	551.95	568.51	585.56	603.13
Crane Attendant and Dogman	561.49	578.33	595.68	613.56	631.97
Labourer	501.50	516.55	532.05	548.00	564.44

* Tool Allowance is included in the weekly rate. If not paid because tools are provided, weekly rate should be reduced by $9.70

(B) *Engine Drivers (Building and Steel Construction) Award*

Column A
Large Industrial Undertaking
Large Civil Engineering Project
or Multi-Storey Building Work

Classification	1/1/97	1/4/97	1/10/97	1/4/98	1/10/98
0—8 tonnes	571.60	585.10	598.50	612.00	625.40
8—15 tonnes	584.20	598.00	611.80	625.50	639.30
15—40 tonnes	594.90	609.00	623.00	637.00	651.00
40—80 tonnes	603.40	617.60	631.80	646.10	660.30
80—100 tonnes	609.80	624.20	638.60	652.90	667.30
100—140 tonnes	619.30	634.00	648.60	663.20	677.80
140—180 tonnes	631.90	646.90	661.80	676.70	691.70
180—220 tonnes	648.80	664.10	679.50	694.80	710.20
Over 220 tonnes	670.70	686.60	702.50	718.40	734.20
Tower Crane	624.10	638.90	653.60	668.40	683.10

Above rates do not include Location Allowance.

3.3 Allowances

3.3.1 Site Allowance

A site allowance of $3.75 per hour for each hour worked shall be paid to each employee on the project bound by this Agreement in recognition of all the disabilities associated with work to be performed on construction activities in the North West of Western Australia including but not limited to heat, height, dust, dirty work and extremes of terrain. This allowance shall be applicable on and from 1 January 1997; and is paid in lieu of all award special rates contained in the relevant award unless otherwise provided for in this clause.

3.3.2 Confined Space

(i) Where an employee is required to work in a confined space by their employer, the employee shall be paid a flat allowance of $0.45 per hour for each hour worked or part thereof.

(ii) This allowance shall be in addition to any other allowance payable under this Agreement.

(iii) For the purpose of this clause, confined space means a space the dimensions or nature of which necessitates working in an unusually cramped or stooped position for the calling or trade concerned. An example of this may be work undertaken within small chutes and confined areas within large chutes.

3.3.3 Welding Related Allowances

(i) Welders qualified and required to carry out coded welding work in accordance with nominated welding standards shall be paid an all purpose allowance for the following codes at the rate of—

(a) $45.00 per week if engaged on welding of pipes or vessels to AS 1210 standard or equivalent; or

(b) $35.00 per week if engaged on stainless steel or chrome molly pipe welding to ANSI B-31-3 or AS 4041 standard; or

(c) $25.00 per week if engaged on other pipe welding to ANSI B-31-3 or AS 4041 standard; or

(d) $15.00 per week for arc welding on structural steel falling into categories of XP or SP as defined in AS 1554.

(ii) There shall be no double counting of these allowances, only the highest is payable if an employee qualifies for more than one.

3.3.4 Cranes with Lifting Capacity in Excess of 300 Tonnes

Where an employee is engaged in the operation of a crane with a lifting capacity in excess of 300 tonnes, they shall be paid the relevant award rate with an additional payment of $5.30 per week for each 20 tonnes of lifting capacity in excess of 300 tonnes.

3.4 Agreement Incentive Payment

(i) In reaching this Agreement, the parties acknowledge the level of the contribution each employee will need to make to ensure the successful completion of the project.

(ii) This contribution will be recognised where an employee is ready, willing and available to work as directed the usual 54 hours Monday to Saturday and including additional overtime that may be regularly rostered to meet project requirements. Employees engaged on shift work who work as directed by their employer shall work not less than 54 hours per week over his/her rostered working week.

(iii) An employee who is ready willing and available to work the usual 54 hours as directed will accrue an incentive payment of $140.00 per week.

(iv) This accrual will continue to apply during any absence on either paid leave or authorised unpaid leave to a maximum of four weeks (including workers compensation to a maximum of two weeks), notwithstanding the absence on leave.

(v) Entitlement to this incentive payment will be forfeited in any week including hours worked beyond the regularly rostered overtime hours in which an employee engages in any form of industrial action including stoppages, unauthorised stop work meetings, bans or limitations.

(vi) In the event of a disagreement over the forfeiture of the incentive payment as provided in (v) above, a union party to this Agreement may refer the matter to the Western Australian Industrial Relations Commission for issue covered by this State Agreement.

(vii) An employee who is absent in any week other than as provided in paragraphs (iv) and (v) above, shall only be entitled to accrue the incentive payment based on 50% of the weekly rate.

(viii) Subject to (v) above, an employee commencing or terminating employment with their employer after the beginning of a week shall accrue the incentive on the basis of the number of days worked within that week, paid at the rate of 1/6th of the weekly incentive payment.

(ix) An employee who works in excess of 54 hours including regularly rostered additional overtime shall accrue an additional $2.59 per hour for each hour so worked.

(x) An employee may make a prior arrangement with their employer not to work beyond 5 hours on Saturday for any reason.

(xi) Where overtime is withdrawn by the employer this payment is accrued for the usual 54 hours that the employee was ready, willing and available to work, Monday to Saturday.

(xii) The incentive shall become due and payable only on cessation of the employees employment on the Project with the employer.

(xiii) This payment shall be in addition to any award prescription relating to redundancy or severance payments that may otherwise be payable. Further, this payment shall be applicable on and from 1 January 1997.

3.5 Living Away From Home Allowance

(i) Where an employee is engaged or selected or advised by an employer to proceed to construction work on the project and the employee does so and that work is at such a distance that they cannot return to their home each night, the employee shall be a distant worker. Where an employee is a distant worker, the employer shall provide suitable board and lodging or if the employer so elects, pay the employee an amount of $364.00 per week as a living away from home allowance.

(ii) An employee request to be paid the living away from home allowance in lieu of board and lodging will not be unreasonably withheld.

(iii) The above provisions may not apply with respect to any industrial action that is for a duration of a full day or more or in respect to any industrial action that may be equivalent to 8 hours or more during the usual working week and in such a case, the employer may deduct from moneys owing to the employee an amount equivalent to the board and lodging for the period of the absence or deduct on a pro-rata basis at the rate of one seventh (1/7th) of the living away from home allowance for each day that the employee is not ready, willing and available for work.

(iv) Any dispute over the status of an employee to determine whether this allowance is payable shall be referred to the Western Australian Industrial Relations Commission for the State Agreement.

3.6 Ex-Gratia Local Living Subsidy

(i) Local employees who are engaged by construction contractors on the project continuously for one week or more shall receive an ex-gratia local living payment of $230.00 per completed week of service on the project.

(ii) This payment is paid in lieu of any other payment made by an employer to an employee in respect of location, living and accommodation related expenses and shall not apply in respect to any period of absence other than periods of paid leave or authorised unpaid leave.

(iii) Where an employee undertakes any form of industrial action that is for a duration of a full day or more or the equivalent to 8 hours or more during the usual working week, the employer may deduct the allowance prescribed in this clause. Such deduction shall be at the rate of one seventh (1/7th) of the prescribed allowance for each day that the employee is not ready, willing and available for work.

3.7 Rest and Recreation Leave

(i) Distant employees who qualify for rest and recreation leave in accordance with this Agreement shall have the period of continuous service on site reduced to 7 weeks in lieu of the award prescription before being entitled to the leave.

(ii) The R & R leave shall be taken as soon as practicable as agreed between the employer and employee.

(iii) Employees who qualify for the provisions of this subclause may return to their home or to Perth or any other place mutually agreed between the employer and employee at Christmas and Easter—

(a) by taking the entitlement to R & R prior to the completion of the next accrual period; or

(b) by taking R & R in advance but, if by service subsequent to the taking of R & R an entitlement to that R & R does not accrue, any payment of ordinary pay for the period of R & R and the cost of air fares shall be refunded to the employer unless the services of the employee are terminated by the employer through no fault of that employee. For the purposes of this provision, the employer may deduct any amount to be refunded from any moneys otherwise due to the employee under their contract of employment.

(iv) Accrued rostered days off where that method of working the 38 hours week is in place, may be taken concurrently with the period of R & R leave.

(v) Any period of employment in respect of which an employee has an unauthorised absence of one day or more shall not count towards determining the employees rights to travel and leave under this subclause.

(vi) For the purposes of this subclause, a return air fare to Perth shall be the prevailing economy Perth—Port Hedland and return air fare available to the employer ie. currently $596.00.

3.8 Daily Travel Payment

(i) In recognition of the costs associated in travelling to the project, an employee performing work to which this Agreement applies shall be paid a travel allowance of $15.30 per day in lieu of the prescribed amount in the relevant Award.

(ii) This allowance is not payable where the employer provides the transport.

(iii) No party to this Agreement shall seek to flow this allowance to any other operations of the respondent employers.

3.9 Agreement Conditions

3.9.1 Rostered Days Off (Local Employees)

Notwithstanding the provisions of the relevant Award, locally hired employees whose working hours arrangements enable a rostered day off to be taken during the work cycle, shall take such a day off by prior notification to the employer or accrue up to 5 days in one year unless agreed by the employee to accrue additional days.

3.9.2 Hours of Work/Meal Break

(i) Notwithstanding the provisions of the relevant Award, starting times of the ordinary working hours shall be within a spread of hours between 6.00am and 6.00pm.

(ii) To facilitate a more productive working day, this spread may be altered by an agreement between the employer and majority of employees directly involved and where appropriate the relevant union.

(iii) The employer may stagger the meal break to meet operational requirements but no employee shall be compelled to work more than six (6) hours from the commencement of the employees ordinary hours without a meal break.

3.9.3 Shift Work

(i) The employer may require employees to work shift work and the employee shall work shift work as required provided the employee is given one weeks notice of intention to do so including the intended starting and finishing times of the respective shifts.

(ii) The loading for night shift work shall be in accordance with the relevant award.

(iii) Furthermore, for employees bound by the Metal Trades (General) Award Part II Construction and the Electrical Contracting Industry Award, a flat loading of 25% of the ordinary rate shall apply for each hour worked beyond the ordinary hours on the night shift.

(iv) Except as provided in this Clause, the provisions of the relevant Awards shall apply.

3.9.4 Project Clothing and Footwear

(i) Each employee on commencement of work on the project shall be supplied free of charge by their employer one pair of safety boots, three sets of clothing comprising of either trousers or overalls and three shirts unless the same employer had within the last 2 months prior to commencement on site supplied such issue to the employee and that issue is in good condition.

(ii) Safety footwear shall be replaced on a fair wear and tear basis while the clothing shall be a yearly issue or on a fair wear and tear basis for selected items provided the worn out clothing is produced and handed in to the employer as proof of requirement.

3.9.5 Journey Cover

As a term of this Agreement, award employees bound by this Agreement shall be provided by their employer at no cost to themselves, journey cover insurance.

3.9.6 Sick Leave

(i) On lawful termination of employment, an employee with sick leave which has accrued during the course of employment on the project and has not been taken, shall be paid the amount of outstanding sick leave hours on the basis of 1/6th of a week's pay, at the ordinary rate of pay for that employees classification as provided in Clause 3.2 of this Agreement, per month of service.

(ii) The provisions of this subclause do not apply to casuals.

3.9.7 Overtime

(i) In accordance with the relevant Award, the employer will require employees to work reasonable overtime including regularly rostered additional overtime.

(ii) Having regard for the provisions of Clause 3.4(x), the employers will establish a procedure to facilitate employees who may choose not to work the regularly rostered additional overtime hours; provided however that an employee will be required to work at least 5 hours on the Saturday.

(iii) Withdrawal of Overtime

(a) The employer shall not, without good reason and without a minimum of two hours notice within ordinary hours (Monday to Friday) and three hours notice (Saturday and public holidays) withdraw regular overtime. Periods of notice shall be within the rostered working day or for the minimum period at the commencement of work on an overtime shift.

(b) The employer may withdraw overtime without notice in the case of any industrial action which affects the project. Industrial action shall include strikes, bans, limitations or any other form of industrial restriction.

(iv) Subject to paragraph (iii) above, no party to this Agreement will restrict the working of overtime which may be necessary for the employers to meet their project requirements. The practice of "one in all in" overtime will not apply on the Project. Overtime will be rostered on a fair and equitable basis as far as is practicable.

3.10 Cyclone Procedures

(1) The following shall apply when, because of a cyclone, the employer stands down employees employed under this Agreement.

(2) Each employee who—

(a) at the commencement of the cyclone period reports for and remains at work until otherwise directed by the employer; and

(b) following the "all clear" resumes duty in accordance with the direction of the employer;

shall be paid for the normal rostered ordinary time and overtime hours occurring during the stand down.

(c) Notwithstanding the provisions of this sub-clause, an employee who prior to the stand down due to a cyclone has commenced an overtime shift shall be paid what would have been earned on that shift but for the stand down.

(3) An employee who, on any day during the cyclone stand down—

(a) is required for work and is requested to do so by his/her employer; and

(b) is not willing or available to work when so requested

is not entitled to pay for that day.

(4) An employee who is required to remain at or who is called out to work during the period of time in which the operation has been stood down during a cyclone shall be paid for all time worked at single time in addition to the rate he/she would have received other than for the cyclone.

(5) (a) After the "all clear" has been given each employee shall be notified by the employer of—

(i) the time at which normal operations are to resume; and

(ii) the time at which employees are to resume work; and

an employee who does not present for work at the time referred to in subparagraph (ii) is in respect of that day only, entitled to payment for time worked.

(b) The notification to be given by the employer to the employee pursuant to paragraph (a) of this sub-clause may be per medium of written notice or by special announcement broadcast by radio and/or television provided that such an announcement is repeated at not less than hourly intervals on at least two occasions prior to the then stated time at which normal operations are to be resumed.

(6) (i) Where, on the day following the resumption of normal operations or on any subsequent day an employee cannot, because of damage caused to the operations by the cyclone be usefully employed, the employer shall confer with the relevant union official on the likely duration of the inability to commence useful work. Subject to any alternative arrangement agreed between the parties, an employee shall be paid 8 hours at ordinary rates per day to a maximum of 3 days if useful work is not available before the employer invokes standing an employee down without pay. However, before any decision to stand down an employee without pay is made there shall be prior discussion with the relevant union.

(ii) If an employees mobilisation to site is delayed because of cyclone conditions or associated to the cyclone conditions and the employee remains available for mobilisation, the employee shall be paid 8 hours at ordinary rates per day to a maximum of 3 days.

(iii) If an employee is demobilised to their point of hire and is requested to hold themselves in readiness the employee shall be paid 8 hours at ordinary rates per day up to a maximum 38 ordinary hours.

(iv) The above provisions do not prevent the employer from terminating the employment of an employee due to the inability to provide useful work as a result of a cyclone.

APPENDIX A—SIGNATORIES

EMPLOYERS

• TRANSFIELD CONSTRUCTION WA PTY LTD

(indecipherable—signed)

_____

Signed

Dated: 14 / 10 / 1997 A.C.N.: 000 854688

UNIONS

• AUTOMOTIVE, FOOD, METALS, ENGINEERING, PRINTING AND KINDRED INDUSTRIES UNION, WESTERN AUSTRALIAN BRANCH

J. Sharp-Collett (signed)

_____

Signed

Dated: 3 / 11 / 1997 UNION SEAL

• CONSTRUCTION, MINING, ENERGY, TIMBERYARDS, SAWMILLS AND WOODWORKERS UNION OF AUSTRALIA, WESTERN AUSTRALIAN BRANCH

(indecipherable—signed)

_____

Signed

Dated: 10 / 11 / 1997 UNION SEAL

NORBERTINE CANONS INCORPORATED NON-TEACHING STAFF ENTERPRISE BARGAINING AGREEMENT 1997.

No. AG 305 of 1997.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Norbertine Canons Incorporated

and

The Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch and Others.

No. AG 305 of 1997.

Norbertine Canons Incorporated Non-Teaching Staff Enterprise Bargaining Agreement 1997.

17 December 1997.

Order.

HAVING heard Ms A.M. Britto on behalf of the applicant and Ms D. MacTiernan on behalf of the Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch, Mr A. Dzieciol on behalf of the Australian Nursing Federation, Industrial Union of Workers, Perth and Ms T.I. Howe on behalf of the Independent Schools Salaried Officers Association of Western Australia, Industrial Union of Workers, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1997, hereby orders—

THAT the Norbertine Canons Incorporated Non-Teaching Staff Enterprise Bargaining Agreement 1997 filed in the Commission on the 31st day of October 1997 and as subsequently amended by the parties be registered on and from the 5th day of December 1997.

(Sgd.) A. R. BEECH,
[L.S.] Commissioner.

Schedule.

PART I

PARAMETERS

1.—TITLE

This Agreement shall be known the "Norbertine Canons Incorporated Non-Teaching Staff Enterprise Bargaining Agreement 1997".

2.—ARRANGEMENT

Part I Parameters
1. Title
2. Arrangement
3. Term
4. Parties To The Agreement
5. Scope
6. Definitions
7. Objectives
8. No Reduction
9. No Extra Claims

Part II General Conditions of Service
10. Contract of Service
11. Other Leave
12. Leave Without Pay
13. Sick Leave
14. Family Leave
15. Parental Leave
16. Long Service Leave
17. Annual Leave Loading
18. Public Holidays
19. Casual Employees
20. Part-Time Employees
21. Higher Duties
22. Rest Pauses and Meal Breaks
23. Travelling and Motor Vehicle Allowances
24. Location Allowances
25. Superannuation
26. Payment of Wages
27. Time And Wages Record
28. Right of Access, Notices and Interviews
29. Dispute Settling Procedures

Part III Teacher's Aides' / Teaching Assistants
30. Hours
31. Wages
32. Classifications
33. Vacation Leave

Part IV School Employees
34. Hours
35. Rosters
36. Overtime
37. Weekend Work
38. Wages
39. Classifications
40. Uniforms
41. Protective Clothing

Part V Administrative and Technical Officers
42. Hours
43. Annual Leave
44. Salaries
45. Classifications

Part VI (Boarding House) Supervisors
46. Hours
47. Rosters
48. Vacation Leave
49. Salaries
50. Classifications
51. Lodging Conditions
52. General Conditions

Part VII Nurses
53. Time Off Duty
54. Vacation Leave
55. Wages
56. Laundry and Uniforms
57. Board and Lodging

Appendix A—Parties Bound
Appendix B—Awards
Endorsements

3.—TERM

(1) This Agreement shall—

(a) come into effect on the 5th day of December 1997;

(b) expire on the 31st day of December 1998.

(2) The parties have agreed to review the rates of pay by the 1st day of January 1998.

4.—PARTIES TO THE AGREEMENT

This Agreement is made between the employer set out in Appendix A—Parties Bound and the registered organisations of employees listed in Appendix A—Parties Bound.

5.—SCOPE

(1) This Agreement shall apply to those employees as defined in Clause 6.—Definitions of this Agreement employed by the employer as prescribed in Appendix A—Parties Bound.

(2) Where there is any inconsistency between this Agreement and the relevant award, this Agreement will apply to the extent of the inconsistency.

(3) Except as provided by this Agreement, the conditions of employment of non-teaching staff employed in Catholic Schools in Western Australia will be in accordance with the following awards—

Independent Schools Administrative and Technical Officers Award 1993;

School Employees (Independent Day & Boarding Schools) Award, 1980;

Teachers' Aides' (Independent Schools) Award 1988;

Independent Schools (Boarding House) Supervisory Staff Award

Nurses' (Independent Schools) Award.

(4) The number of employees covered by this Agreement is 14.

6.—DEFINITIONS

This Enterprise Bargaining Agreement covers the following classifications—

Teacher's Aides' / Teaching Assistants as defined in Part III, Clause 32.—Classifications of this Agreement;

School Employees as defined in Part IV, Clause 39.—Classifications of this Agreement;

Administrative and Technical Officers as defined in Part V, Clause 45.—Classifications of this Agreement

(Boarding House) Supervisors as defined in Part VI, Clause 50.—Classifications of this Agreement;

Nurses as defined in Part VII, Clause 55.—Wages of this Agreement.

7.—OBJECTIVES

(1) The objectives of this Agreement are—

(a) To consolidate and develop further, initiatives arising out of the enterprise bargaining process.

(b) To maintain a just working environment in which education can be provided in harmony with the aims, objectives and philosophy of Catholic Education.

(c) To provide some consistency regarding general conditions of employment that exist for the different categories of non-teaching staff employed within Catholic schools.

(2) In pursuit of these objectives the parties are committed to further negotiations to simplify classification structures and examining the possibility of a generic classification structure.

8.—NO REDUCTION

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

9.—NO EXTRA CLAIMS

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

PART II

GENERAL CONDITIONS OF SERVICE

10.—CONTRACT OF SERVICE

(1) (a) Each employee shall, upon engagement, be given a letter of appointment wherein the general conditions of employment are stated.

(b) This shall include statements of—

(i) the classification;

(ii) the salary step relevant to the appointment;

(iii) the number of hours per week;

(iv) the weeks per year the employee is engaged for;

(v) whether the position is temporary; and/or

(vi) any other matter specific to the contract.

(2) The letter of appointment shall not contain any provision which is inconsistent with or contrary to any provision of this Agreement and/or the Award.

(3) (a) Except in the case of a casual/relief employee, the termination of service of any employee shall require a minimum of 2 weeks' notice by either party.

(b) Provided that the requirements of this subclause may be waived in part or in whole by mutual agreement between the employee and employer. Any request to waive such notice shall not be unreasonably withheld by the employer, where it is deemed that the employee has not been able to give the required notice through no fault of their own.

(c) Subject to the provisions of this subclause, failure to give the required notice shall make either party liable for the payment to the other party of an amount equivalent to the period of notice not given.

(d) The employer reserves the right to withhold or recover an amount equivalent to the period of notice not given. However, approval must be obtained from the Director of Catholic Education before such action is proceeded with.

(4) A temporary employee shall be employed in a part-time or full-time capacity for a period greater than four weeks' continuous service, and not more than a period of 12 months' continuous service.

(5) Where the period of employment of a casual employee exceeds five days the notice of termination of service shall be one day. Where the employment is for five days or less the engagement shall be considered to be a specific period and notice shall not be required.

(6) A part-time employee shall have an entitlement to sick leave, long service leave and annual leave on a pro-rata basis in the proportion of which his/her hours and/or weeks worked bear to the hours and/or weeks worked of a full-time employee.

(7) Upon termination a statement of service and a separate reference when requested by the employee shall be provided to the employee by the employer.

(8) Nothing within this clause detracts from the employer's right to dismiss summarily any employee for serious misconduct, in which case salary and entitlements shall be paid up to the time of dismissal only.

(9) The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Agreement, provided that such duties are not designed to promote de-skilling.

11.—OTHER LEAVE

(1) Bereavement Leave

(a) An employee shall, on the death of a member of the immediate family, be entitled to paid leave up to and including the day of the funeral of such relation, for a period of up to two days not exceeding the number of hours which would have been worked by the employee in that time. Proof of such death shall be furnished by the employee to the satisfaction of the employer.

(b) Provided that payment in respect of bereavement leave is to be made only where the employee otherwise would have been on duty and shall not be granted in any case where the employee concerned would have been off duty in accordance with the roster, or on long service leave, vacation leave, or on sick leave, or on workers' compensation, or on authorised leave without pay or on a public holiday.

(2) Examination Leave

An employee shall be granted sufficient time off with pay to travel to and sit for the examinations of any approved course of study.

12.—LEAVE WITHOUT PAY

(1) While an employee has the right to apply for leave without pay the granting of such leave is at the discretion of the employer.

(2) An employee applying for leave under this clause must state the period of such leave and the reason for which the leave is being sought.

(3) Leave without pay does not constitute a break in service but shall not count in calculating the period of service for any purpose of this Agreement unless where otherwise provided for in this Agreement.

(4) If an employee is granted leave without pay the question of the employee's specific duties on return to work should be considered before the granting of such leave and any arrangements made documented. If no prior arrangement is made, an employee, upon return to service shall be entitled to a position commensurate with the position held immediately prior to the commencement of such leave.

(5) The maximum period for which leave is granted under this clause shall be one year.

13.—SICK LEAVE

(1) (a) An employee shall be entitled to payment for non attendance on the ground of personal ill health or injury at the rate of ten (10) days per year, from the beginning of each year. For those employees who commence work at anytime throughout the year a pro-rata entitlement will apply.

(b) The unused portion of the entitlement prescribed in paragraph (a) of this subclause in any accruing year shall accumulate and may be availed of in the next or any succeeding year.

(c) Where an employee's employment is terminated prior to the end of the school year, the calculation for pro-rata entitlement of sick leave will be based on one sixth of a week for each completed month of service with the employer. Where an employee has utilised sick leave in excess of this entitlement the employer may deduct the excess portion from the final payment of wages to the employee.

(d) Where an employee's employment is terminated by the employer through no fault of the employee the provisions of paragraph (c) of this subclause shall not apply.

(e) An employee shall upon request to their employer be advised of their unused portion of sick leave. Where an employee has utilised sick leave in excess of their entitlement, they shall be advised of the provisions of paragraph (c) of this subclause.

(2) This clause shall not apply where the employee is entitled to compensation under the *Workers' Compensation and Rehabilitation Act 1981*.

(3) (a) Sick leave shall be granted provided the application is supported by a certificate from a legally qualified and registered medical practitioner stating the period during which the employee is unfit for duty.

(b) The employer shall not be entitled to a medical certificate for absences of less than three consecutive working days unless the total of such absences exceeds five days in any one accruing year.

(4) No payment shall be made for any absence due to the employee's wilful misconduct.

14.—FAMILY LEAVE

(1) Use of sick leave

(a) An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill. Such leave shall not exceed five (5) days in any calendar year and is not cumulative.

(b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

(c) The entitlement to use sick leave is subject to—

(i) the employee being responsible for the care of the person concerned; and

(ii) the person concerned being either—

(aa) a member of the employee's immediate family; or

(bb) a member of the employee's household.

(iii) the term "immediate family" includes—

(aa) a spouse (including a former spouse), of the employee; and

(bb) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

(iv) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(2) Use of unpaid leave

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill.

15.—PARENTAL LEAVE

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

(1) Maternity Leave

(a) Nature of leave

Maternity leave is unpaid leave.

(b) Definitions

For the purposes of this clause—

(i) Employee includes a part-time employee but does not include an employee engaged upon casual or seasonal work.

(ii) Paternity leave means leave of the type provided for in subclause (2) of this clause whether prescribed in an award or otherwise.

(iii) Child means a child of the employee under the age of one year.

(iv) Spouse includes a former spouse.

(v) Continuous service means service under an unbroken contract(s) of employment and includes—

(aa) any period of leave taken in accordance with this clause;

(bb) any period of leave or absence authorised by the employer or by the award.

(c) Eligibility for maternity leave

(i) An employee who becomes pregnant, upon production to her employer of the certificate required by subclauses (1)(d) and (1)(i) of this clause, shall be entitled to a period of up to fifty two (52) weeks' maternity leave provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of paternity leave taken by the employee's spouse in relation to the same child and apart from paternity leave of up to one week at the time of confinement shall not be taken concurrently with paternity leave.

(ii) Subject to subclauses (1)(d) and (1)(i) of this clause the period of maternity leave shall be unbroken and shall, immediately following confinement, include a period of six weeks' compulsory leave.

(iii) The employee must have had at least twelve (12) months' continuous service within Catholic Education immediately preceding the date upon such leave.

(d) Certification

At the time specified in subclause (1)(c) of this clause the employee must produce to her employer—

(i) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;

(ii) an agreement shall exist where for the period of maternity leave she will not engage in any act inconsistent with her contract of employment.

(e) Notice requirements

(i) An employee shall, not less than ten (10) weeks prior to the presumed date of confinement, produce to her employer the certificate referred to in subclause (1)(d)(i) of this clause.

(ii) An employee shall give not less than four (4) weeks' notice in writing to her employer of the date upon which she proposes to commence maternity leave stating the period of leave to be taken.

(iii) An employer by not less than fourteen (14) days' notice in writing to the employee may require her to commence maternity leave at any time within the six (6) weeks immediately prior to her presumed date of confinement. The employee may work within this period provided they produce a certificate from a registered medical practitioner stating that they are fit to do so.

(iv) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with subclause (1)(e)(ii) of this clause if such failure is occasioned by the confinement occurring earlier than the presumed date.

(f) Transfer to a safe job

(i) Where in the opinion of a duly registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

(ii) If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to, take leave for such period as is certified necessary by a registered medical practitioner. Such leave shall be treated as maternity leave for the purposes of subclauses (1)(j), (1)(k), (1)(l) and (1)(m) of this clause.

(g) Variation of Period of Maternity Leave

(i) The period of maternity leave may be lengthened once only by the employee giving not less than fourteen (14) days' notice in writing stating the period by which the leave is to be lengthened.

(ii) The period may be further lengthened by agreement between the employer and the employee, in accordance with the provisions outlined in Clause 12.—Leave Without Pay of this Agreement.

(iii) The period of maternity leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(h) Cancellation of Maternity Leave

(i) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.

(ii) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the employer which shall not exceed four weeks from the date of notice in writing by the employee to the employer that she desires to resume work.

(i) Special Maternity Leave and Sick Leave

(i) Where the pregnancy of a employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then—

(aa) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work; or

(bb) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a registered medical practitioner certifies as necessary before her return to work.

(ii) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed the period to which the employee is entitled under subclause (1)(c) of this clause.

(iii) For the purposes of subclauses (l)(j), (l)(k) and (l) (l) of this clause, maternity leave shall include special maternity leave.

(iv) An employee returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave, or in the case of an employee who was transferred to a safe job pursuant to subclause (l)(f) of this clause, to the position she held immediately before such transfer.

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

(j) Maternity Leave and Other Leave Entitlements

(i) Provided the aggregate of any leave, including leave taken under this clause, does not exceed the period to which the employee is entitled under subclause (1)(c) of this clause an employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part to which she is entitled.

(ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during her absence on maternity leave.

(k) Effect of Maternity Leave on Employment

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

(l) Termination of Employment

(i) An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this Agreement.

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

(m) Return to Work After Maternity Leave

(i) An employee shall confirm her intention of returning to her work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.

(ii) An employee, upon returning to work after maternity leave or the expiration of the notice required by subclause (l)(m)(i) of this clause, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (l)(f) of this clause to the position which she held immediately before such transfer.

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

(n) Replacement Employees

(i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.

(ii) Before an employer engages a replacement employee, the employer shall inform that

person of the temporary nature of the employment and of the rights of the employee who is being replaced.

(iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

(iv) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

(2) Paternity Leave

(a) Nature of Leave

Paternity leave is unpaid leave.

(b) Definitions

For the purposes of this clause—

(i) Employee includes a part-time employee but does not include an employee engaged upon casual or seasonal work.

(ii) Paternity leave means leave of the type provided for in subclause (1) of Clause 15.—Parental Leave of this Agreement (and includes special paternity leave) whether prescribed in an award or otherwise.

(iii) Child means a child of the employee or the employee's spouse under the age of one year.

(iv) Spouse includes a former spouse.

(v) Primary care-giver means a person who assumes the principal role of providing care and attention to a child.

(vi) Continuous service means service under an unbroken contract(s) of employment and includes—

(aa) any period of leave taken in accordance with this clause;

(bb) any period of leave or absence authorised by the employer or by the award.

(c) Eligibility for paternity leave

A male employee, upon production to his employer of the certificate required by subclause (2)(d) of this clause shall be entitled to one or two periods of paternity leave, the total of which shall not exceed 52 weeks, in the following circumstances—

(i) an unbroken period of up to one week at the time of confinement of his spouse;

(ii) a further unbroken period of up to 51 weeks in order to be the primary care-giver of a child provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of maternity leave taken by the employee's spouse in relation to the same child and shall not be taken concurrently with that maternity leave;

(iii) The employee must have had at least 12 months' continuous service within Catholic Education immediately preceding the date which he proceeds upon either period of leave.

(d) Certification

At the time specified in subclause (2)(c) of this clause the employee must produce to his employer—

(i) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement or states the date on which the birth took place;

(ii) in relation to any period to be taken under subclause (2)(c)(ii) of this clause an agreement shall exist stating—

(aa) he will take that period of paternity leave to become the primary care-giver of a child;

(bb) particulars of any period of maternity leave sought or taken by his spouse; and

(cc) that for the period of paternity leave he will not engage in any act inconsistent with his contract of employment.

(e) Notice requirements

(i) An employee shall, not less than ten (10) weeks prior to each proposed period of leave, give the employer notice in writing stating the dates on which he proposed to start and finish the period or periods of leave.

(ii) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with subclause (2)(e)(i) of this clause if such failure is due to—

(aa) the birth occurring earlier than the expected date; or

(bb) the death of the mother of the child; or

(cc) other compelling circumstances.

(iii) The employee shall immediately notify his employer of any change in the information provided pursuant to subclause (2)(d) of this clause.

(f) Variation of Period of Paternity Leave

(i) The period of paternity leave may be lengthened once only by the employee giving not less than fourteen (14) days' notice in writing stating the period by which the leave is to be lengthened;

(ii) The period may be further lengthened by agreement between the employer and the employee, in accordance with the provisions outlined in Clause 12.—Leave Without Pay of this Agreement.

(iii) The period of paternity leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(g) Cancellation of Paternity Leave

Paternity leave, applied for under subclause (2)(c)(ii)(aa) of this clause but not commenced, shall be cancelled when the pregnancy of the employee's spouse terminates other than by the birth of a living child.

(h) Paternity Leave and Other Leave Entitlements

(i) Provided the aggregate of any leave, including leave taken under this clause, does not exceed the period to which the employee is entitled under subclause (2)(c) of this clause an employee may, in lieu of or in conjunction with paternity leave, take any annual leave or long service leave or any part to which he is entitled.

(ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during his absence on paternity leave.

(i) Effect of Paternity Leave on Employment

Subject to this clause, notwithstanding any award, or other provision to the contrary, absence on paternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

(j) Termination of Employment

(i) An employee on paternity leave may terminate his employment at any time during the period of leave by notice given in accordance with this Agreement.

(ii) An employer shall not terminate the employment of an employee on the ground of his absence on paternity leave, but otherwise the

rights of an employer in relation to termination of employment are not hereby affected.

(k) Return to Work after Paternity Leave

(i) An employee shall confirm his intention of returning to his work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of paternity leave provided by subclause (2)(c)(ii) of this clause.

(ii) An employee, upon returning to work after paternity leave or the expiration of the notice required by subclause (2)(c)(i) of this clause, shall be entitled to the position which he held immediately before proceeding on paternity leave.

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

(l) Replacement Employees

(i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on paternity leave.

(ii) Before an employer engages a replacement employee, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

(iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising his rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

(iv) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

(3) Adoption Leave

(a) Nature of Leave

Adoption leave is unpaid leave.

(b) Definitions

For the purposes of this clause—

(i) Employee includes a part-time employee but does not include any employee engaged upon casual or seasonal work.

(ii) Child means a person under the age of five years who is placed with the employee for the purpose of adoption, other than a child or stepchild of the employee or of the spouse of the employee of a child who has previously lived continuously with the employee for a period of six months.

(iii) Relative Adoption occurs where a child, as defined, is adopted by a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

(iv) Primary care-giver means a person who assumes the principal role of providing care and attention to a child.

(v) Spouse includes a former spouse.

(vi) Continuous service means service under an unbroken contract(s) of employment and includes—

(aa) any period of leave taken in accordance with this clause;

(bb) any period of leave or absence authorised by the employer or by the award.

(c) Eligibility for adoption leave—

An employee, upon production to the employer of the documentation required by subclause (3)(d) of this clause, shall be entitled to one or two periods of adoption leave, the total of which shall not exceed 52 weeks, in the following circumstances—

(i) an unbroken period of up to three weeks at the time of placement of the child;

(ii) a further unbroken period of up to 52 weeks from the time of the placement in order to be the primary care-giver of a child. This leave shall not extend beyond one year after the placement of the child and shall not be taken concurrently with adoption leave taken by the employee's spouse in relation to the same child. The entitlement of up to 52 weeks shall be reduced by—

(aa) any period of leave taken pursuant to subclause (3)(c)(i) of this clause; and

(bb) the aggregate of any periods of adoption leave taken or to be taken by the employee's spouse.

(ii) the employee must have had at least 12 months' continuous service within Catholic Education immediately preceding the date which he or she proceeds on such leave in either case.

(d) Certification

(i) Before taking adoption leave the employee must produce to the employer—

(aa) A statement from the adoption agency or other appropriate body of the presumed date of placement of the child with the employee for the adoption purposes; or

(bb) A statement from the appropriate government authority confirming that the employee is to have custody of the child pending an application for an adoption order.

(ii) In relation to any period to be taken under subclause (3)(c)(ii) of this clause, an agreement shall exist stating—

(aa) the employee is seeking adoption leave to become the primary care-giver of the child;

(bb) particulars of any period of adoption leave sought or taken by the employee's spouse; and

(cc) that for the period of adoption leave the employee will not engage in any act inconsistent with his/her contract of employment.

(e) Notice requirements

(i) Upon receiving notice of approval for adoption purposes, an employee shall notify the employer of such approval and within 2 months of such approval shall further notify the employer of the period or periods of adoption leave the employee proposes to take. In the case of relative adoption the employee shall notify as aforesaid upon deciding to take the child into custody pending an application for adoption.

(ii) An employee shall not be entitled to adoption leave unless the employee has not less than 12 months continuous service with the employer immediately preceding the date upon which he/she proceeds upon such leave.

(iii) An employee shall, as soon as the employee is aware of the presumed date of placement of a child for adoption purposes but no later than 14 days before such placement give notice in writing to the employer of such date, and of the date of the commencement of any period to be taken under subclause (3)(c)(i) of this clause.

(iv) An employee shall, ten weeks before the proposed date of commencing any leave to be

taken under subclause (3)(c)(ii) of this clause give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.

(v) An employee shall not be in breach of this clause, as a consequence of failure to give the stipulated period of notice in accordance with subclauses (3)(e)(iii) and (3)(e)(iv) of this clause if such failure is occasioned by the requirement of an adoption agency to accept earlier or later placement of a child, the death of the spouse or other compelling circumstances.

(f) Variation of Period of Adoption Leave

(i) the period of adoption leave may be lengthened once only by the employee giving not less than fourteen (14) days' notice in writing stating the period by which the leave is to be lengthened;

(ii) the period may be further lengthened by agreement between the employer and the employee, in accordance with the provisions outlined in Clause 12.—Leave Without Pay of this Agreement;

(iii) the period of adoption leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(g) Cancellation of Adoption Leave

(i) Adoption leave, applied for but not commenced, shall be cancelled should the placement of the child not proceed.

(ii) Where the placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue, the employee shall notify the employer forthwith and the employer shall nominate a time not exceeding four weeks from receipt of notification for the employee's resumption of work.

(h) Special Leave

The employer shall grant to any employee who is seeking to adopt a child, such unpaid leave not exceeding two days, as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee the employer may require the employee to take such leave in lieu of special leave.

(i) Adoption Leave and Other Leave Entitlements

(i) Provided the aggregate of any leave, including leave taken under this clause, does not exceed the period to which the employee is entitled under subclause (3)(c) of this clause, an employee may, in lieu of or in conjunction with adoption leave, take any annual leave or long service leave or any part to which he or she is entitled.

(ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during the employee's absence on adoption leave.

(j) Effect of Adoption Leave on Employment

Subject to this clause, notwithstanding any award, or other provision to the contrary, absence on adoption leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

(k) Termination of Employment

(i) An employee on adoption leave may terminate the employment at any time during the period of leave by notice given in accordance with this Agreement.

(ii) An employer shall not terminate the employment of an employee on the ground of the employee's application to adopt a child or absence on adoption leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(l) Return to Work After Adoption Leave

(i) An employee shall confirm the intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of adoption leave provided by subclause (3)(c) of this clause.

(ii) An employee, upon returning to work after adoption leave shall be entitled to the position held immediately before proceeding on such leave.

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

(m) Replacement Employees

(i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on adoption leave.

(ii) Before an employer engages a replacement employee, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

(iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising his/her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

(iv) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

16.—LONG SERVICE LEAVE

(1) Subject to subclause (3) of this clause, an employee who has completed ten years' continuous service with the employer shall be entitled to ten weeks' long service leave. For each subsequent period of ten years' service an employee shall be entitled to an additional ten weeks' long service leave.

(2) In calculating an employee's entitlement under this clause, continuous service with the employer prior to the 1st day of January 1997 shall be taken into account in the following manner—

(a) In the case of an employee who has already accrued an entitlement to long service leave with the employer prior to the 1st day of January, 1997, the employee shall continue to accrue subsequent entitlements to long service leave in accordance with the provisions of subclause (1) of this clause.

(b) In the case of an employee who, at the 1st day of January 1997, had not accrued an entitlement to long service leave, the employee's entitlement shall be calculated on the following basis—

For any period of continuous employment prior to the 1st day of January 1997, an amount calculated on the basis of 13 weeks' long service leave on full pay for each 15 years of continuous service, in accordance with the relevant award.

(c) In the case of an employee covered by the *Independent Schools Administrative and Technical Officers Award 1993* who, at the 1st day of January 1993, had not accrued an entitlement to long service leave, the employee's entitlement shall be calculated on the following basis—

For any period of continuous employment prior to the 1st day of January 1993, an amount calculated

on the basis of 13 weeks' long service leave on full pay for each 15 years of continuous service.

(d) In the case of employees who have worked less than full-time during the accrual period, long service leave shall be paid at the rate of the average of hours worked over the accrual period.

(3) The expression "continuous service" includes any period during which the employee is absent on full pay from their duties, but does not include—

(a) Any period exceeding two weeks during which the employee is absent on leave without pay. In the case of leave without pay which exceeds eight weeks in a continuous period, the entire period of that leave is excised in full;

(b) Any service of an employee who resigns or is dismissed, other than service prior to such resignation or prior to the date of any offence in respect of which they are dismissed by the employer, when that prior service has actually entitled the employee to long service leave under this clause.

(4) Any entitlement to annual leave that falls due during the period of long service leave shall be recognised as extra leave and not included in the long service leave.

(5) Any public holiday which occurs during the period an employee is on long service leave shall be treated as part of the long service leave and extra days in lieu thereof shall not be granted.

(6) Where an employee has become entitled to a period of long service leave in accordance with this clause, the employee shall commence such leave as soon as possible after the accrual date, or in a manner mutually agreed between the employer and employee.

(7) Payment for long service leave shall be made—

(a) in full before the employee goes on leave, or

(b) by the normal fortnightly payment intervals; or

(c) by agreement between the employee and the employer.

(8) Where an employee has completed at least 7 years' service but less than 10 years' service and employment is terminated—

(a) by their death;

(b) in any circumstances, other than serious misconduct,

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

(9) In the case to which subclause (8) of this clause applies and in any case in which the employment of the employee who has become entitled to leave hereunder is terminated before such leave is taken or fully taken the employer shall, upon termination of employment otherwise than by death, pay to the employee and upon termination by death, pay to the personal representative of the employee upon request by the personal representative, a sum equivalent to the amount which would have been payable in respect of the period of leave to which they are entitled or deemed to have been entitled and which would have been taken but for termination. Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.

17.—ANNUAL LEAVE LOADING

(1) An annual leave loading shall be included in the final payment of ordinary wages made in December of each year to employees who have become entitled to annual leave in accordance with this Agreement.

(2) Subject to the annual leave or vacation leave provisions in Parts I through to VI of this Agreement, the annual leave loading shall be 17.5 per cent of four weeks' wages at the rate of pay applicable at the time of payment.

(3) If an employee commences after the beginning of first term in a calendar year then the leave loading shall be paid, proportionate to the length of service in that year, in December of that year, provided that the employee's contract of employment is continuing into the next calendar year.

18.—PUBLIC HOLIDAYS

(1) The following days, or the days observed in lieu shall, subject to subclause (3) of this clause, be allowed as holidays without deduction of pay namely: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day.

(2) (a) When any of the days mentioned in the subclause (1) of this clause falls on a Saturday or a Sunday the holidays shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or a Monday the holiday shall be observed on the next succeeding Tuesday.

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

(b) When any of the days observed as a holiday under this clause falls on a day when a school employee (see Part IV—Clause 39.—Classifications of this Agreement) is rostered off duty and is a day that the employee would normally have worked and he/she has not been required to work on that day, he/she shall be paid as if the day was an ordinary working day, or if he/she agrees, be allowed a day's leave with pay in lieu of the holiday at a time mutually acceptable to the employer and the employee.

(3) An employee who, on a day observed as a holiday under this clause is required to work during his/her ordinary hours of work shall be paid for the time worked at the rate of 2.5 times their ordinary rate or, if he/she agrees, be paid for the time worked at the rate of time and one-half and in addition be allowed to take a day's leave with pay on a day mutually acceptable to the employer and the employee.

(4) The provisions of this clause shall not apply to casual employees.

19.—CASUAL EMPLOYEES

(1) A casual employee shall be engaged on an hourly contract of service with a minium payment of—

(a) 2 hours; or

(b) 4 hours for school employees; or

(c) 1 day for an employee as defined in Clause 45.—Classifications of this Agreement.

(2) A casual employee shall be paid 20 per cent in addition to the rates prescribed for the work performed.

(3) A casual employee shall be paid for all work performed on any of the days prescribed in subclause (1) of Clause 18.—Public Holidays of this Agreement at the rate of double time and one-half.

(4) A casual employee is defined as an employee who is not employed on a regular basis and who is engaged by the employer for a period not exceeding four weeks in duration.

20.—PART-TIME EMPLOYEES

(1) Notwithstanding anything contained in this Agreement, employees may be regularly employed to work less hours per week or weeks per year than are prescribed in the applicable clauses of this Agreement, and such employees shall be remunerated at a weekly rate pro-rata to the rate prescribed for the classification of work on which they are engaged in the proportion which their hours of work bear to the Hours clause of this Agreement, for their classification and level of work.

(2) When an employee is employed under the provisions of this clause, he/she shall receive payment for annual/vacation leave, and sick leave on a pro-rata basis in the same proportion as the number of hours regularly worked each week bears to a full-time employee of the same classification.

21.—HIGHER DUTIES

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

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

22.—REST PAUSES AND MEAL BREAKS

(1) All employees shall be allowed a tea break of 10 minutes daily between the second and third hour from starting time

each day. Such tea break shall be counted as time worked: provided that such employees responsible for supervising children continue such supervision during the said tea break.

(2) All employees shall be allowed a meal break of not less than 30 minutes nor more than one hour between the hours of 12.00 noon and 2.00pm. Such time shall not count as time worked.

(3) For employees classified in Part VI of this Agreement who are rostered on duty during meal times shall be entitled to a meal and shall be allowed sufficient time to have such meal.

23.—TRAVELLING AND MOTOR VEHICLE ALLOWANCES

(1) Where an employee is required and authorised to use his/her own motor vehicle in the course of his/her duties he/she shall be paid an allowance not less than that provided for in the schedules set out hereunder. Notwithstanding anything contained in this subclause the employer and the employee may make any other arrangement as to motor vehicle allowance not less favourable to the employee.

(2) Where an employee in the course of a journey travels through two or more of the separate areas, payment at the rates prescribed herein shall be made at the appropriate rate applicable to each of the separate areas traversed.

(3) A year for the purpose of this clause shall commence on the 1st day of July and end on the 30th day of June the next following year.

Rates of Hire for use of Employee's own Vehicle on Employer's Business

Schedule 1—Motor Vehicle Allowance

	Engine Displacement (in Cubic Centimetres)		
Rate per kilometre Area & Details	Over 2600cc	1600cc-2600cc	1600cc & Under
Metropolitan Area	57.3	50.4	43.9
South West Land Division	58.8	51.7	45.1
North of 23.5° South Latitude	65.1	58.0	50.4
Rest of the State	60.5	53.3	46.3

Motor vehicles with rotary engines are to be included in the 1600—2600cc category.

Schedule 2—Motor Cycle Allowances

Distance travelled during a year on Official Business	Rate Cents per Kilometre
All Areas of State	17.8

24.—LOCATION ALLOWANCES

(1) Subject to the provisions of this clause, in addition to the wages prescribed in this Agreement an employee shall be paid the following weekly allowances when employed in the towns described hereunder. Provided that where the wages are prescribed as fortnightly rates of pay, these allowances shall be shown as fortnightly allowances. These rates are subject to change from time to time in accordance with the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 1 of 1996.

Town	Married Persons allowance $ per week	Single Persons allowance $ per week
Balgo Hills	144.10	72.05
Boulder	13.00	6.50
Beagle Bay	130.20	65.10
Billiluna	144.10	72.05
Broome	94.00	47.00
Carnarvon	40.40	20.20
Derby	98.00	49.00
Esperance	24.80	12.40
Gibb River	143.30	71.65
Kalgoorlie	13.00	6.50
Karratha	97.00	48.50
Kununurra	123.00	61.50
Lake Gregory	144.10	72.05
Lombadina	130.20	65.10
Port Hedland	90.60	45.30
Red Hill	115.80	57.90
Ringer Soak	144.10	72.05
Southern Cross	23.80	11.90
Tardun	17.40	8.70
Turkey Creek	130.20	65.10
Wyndham	120.00	60.00

(2) Except as provided in subclause (3) of this clause, an employee who has a dependant shall be paid double the allowance prescribed in subclause (1) of this clause.

(3) Where an employee

(a) is provided with board and lodging by his/her employer, free of charge; or

(b) is provided with an allowance in lieu of board and lodging such employee shall be paid 66 and two-third per cent of the allowances prescribed in subclause (1) of this clause.

(4) Subject to subclause (2) of this clause, junior employees, casual employees, part-time employees, apprentices receiving less than adult rate and employees employed for less than a full week shall receive that proportion of the location allowance as equates with the proportion that their wage for ordinary hours that week is to the adult rate for the work performed.

(5) Where an employee is on annual leave or receives payment in lieu of annual leave he/she shall be paid for the period of such leave the location allowance to which he/she would ordinarily be entitled.

(6) Where an employee is on long service leave or other approved leave with pay (other than annual leave) he/she shall only be paid location allowance for the period of such leave he/she remains in the location in which he/she is employed.

(7) (a) For the purpose of this clause "dependent" shall take on the definition as described by the Australian Taxation Office for such purposes.

(b) The income used as a dependency test shall be adjusted on 30 June each year in accordance with variations to the taxable limit for earnings for the dependent spouse rebate.

(8) Subject to the making of a General Order pursuant to section 50 of the Act, that part of each location allowance representing prices shall be varied from the beginning of the first pay period commencing on or after the 1st day of July of each year in accordance with the annual percentage change in the Consumer Price Index (excluding housing), for Perth measured to the end of the immediately preceding March quarter, the calculation to be taken to the nearest ten cents.

25.—SUPERANNUATION

(1) Employer Contributions

(a) An employer shall contribute to superannuation for each employee in accordance with federal legislation to one of the following approved superannuation funds—

(i) CONCEPT ONE—superannuation plan which was established and is governed by a trust deed and rules dated 23 September 1986, as amended; and

(ii) an exempted fund allowed by subclause (3) of this clause.

(b) Employer contributions shall be paid at least monthly for each week of service that the eligible employee completes with the employer.

(c) "Ordinary Time Earnings" means the salary or other remuneration periodically received by the employee in respect to the time worked in ordinary hours and/or any other rate paid for all purposes of this agreement to which the employee is entitled for ordinary hours of work.

(2) Fund Membership

(a) "Eligible Employee" shall mean a full-time or part-time employee who earns more than $450.00 per month.

(b) An employee shall not be eligible to join the fund until he/she has completed one month's satisfactory service. On completion of this period the employee shall be entitled to the appropriate employer contribution, from the date of the employee's commencement.

(3) Exemption

Exemptions from the requirements of this clause shall apply to an employer who at the date of this Agreement—

(a) was contributing to a superannuation fund, in accordance with an order of an industrial tribunal; or

(b) was contributing to a superannuation fund in accordance with an order, award or an agreement of an industrial tribunal, for a majority of employees and makes payment for employees covered by this Agreement in accordance with that order, award or agreement; or

(c) subject to notification to the Union, was contributing to a superannuation fund for employees covered by this Agreement where such payments are not made pursuant to an order of an industrial tribunal;

(d) was not contributing to a superannuation fund for employees covered by this Agreement; and

(i) written notice of the proposed alternative superannuation fund is given to the Union; and

(ii) contributions and benefits of the proposed alternative superannuation fund are no less than those provided by this clause; and

(iii) within one month of the notice prescribed in subparagraph (d)(i) of this subclause being given, the Union has not challenged the suitability of the proposed fund by notifying the Western Australian Industrial Relations Commission of a dispute.

(4) The employer shall provide such facilities as is appropriate to ensure that all employees are adequately informed of the provisions of the superannuation funds available.

26.—PAYMENT OF WAGES

(1) Wages shall be paid fortnightly or monthly.

(2) Accompanying each payment of wages shall be a pay advice slip to be retained by the employee. On this slip the employer shall clearly detail the employee's name, hourly rate, overtime, penalties, allowances, gross wage, deductions broken down to—

(a) taxation; and

(b) other

and the net wage.

(3) On termination of employment the employer shall pay to the employee all moneys payable to that employee before the employee leaves the premises or the same shall be forwarded to the employee by post on the following day.

27.—TIME AND WAGES RECORD

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

(a) Name of each employee.

(b) The nature of their work.

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

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

(e) The age of each junior employee.

Any system of automatic recording by machines shall be deemed to comply with this provision to the extent of the information recorded.

(2) The salary records shall be open for inspection by a duly accredited official of the Union during the usual office hours at the employer's office and the official may be allowed to take extracts therefrom.

(3) The employer may refuse the representative access to the records if—

(a) the employer is of the opinion that access to the records by the representative of the organisation would infringe the privacy of persons who are not members of the organisation; and

(b) the employer undertakes to produce the records to an Industrial Inspector within 48 hours of being notified of the requirement to inspect by the representative.

(4) The power of inspection may only be exercised by a representative of an organisation of employees authorised for the purpose in accordance with the rules of the organisation.

(5) Before exercising a power of inspection, the representative shall give reasonable notice of not less than 24 hours to an employer.

28.—RIGHT OF ACCESS, NOTICES AND INTERVIEWS

(1) Material approved by the Union will be displayed on a notice board or a mutually agreed location, which is easily accessible by employees.

(2) Every employee shall be provided with access to a copy of this Agreement by the employer.

(3) The Secretary of the Union or authorised representative will, on prior notification to the employer, have the right to enter the employer's premises during working hours, including meal breaks for the purpose of distributing information and or discussing with employees covered by this Agreement, the legitimate business of the Union and or for the purposes of investigating complaints concerning the application of this Agreement, but shall in no way unduly interfere with the work of the employees.

29.—DISPUTE SETTLING PROCEDURES

(1) The principles of conciliation and direct negotiation shall be adopted for the purpose of prevention and settlement of any questions, disputes or difficulties that may arise.

(2) The parties to the dispute shall take an early and active part in discussion and negotiation aimed at preventing or settling questions, disputes or difficulties in accordance with the agreed procedures set out hereunder.

(3) The provisions of this clause shall not preclude an employee from discussing any grievance with a Union representative or a representative of their choice as he/she deems fit. Neither shall the provisions of this clause pre-empt, limit or delay the right of the Union to enter into direct negotiations with the employer to resolve matters in dispute or to address matters of mutual concern.

(4) Procedure of Settlement of Disputes

(a) The employee and the employee's supervisor shall confer, identify the facts and where possible, resolve the issue.

(b) If not resolved, the employee and the employer shall confer and, where possible, resolve the issues.

(c) If not resolved, the parties to the dispute may confer with the parties to this Agreement on this matter, and where possible, resolve the issue.

(d) If the matter is still not settled, it may be referred to the Western Australian Industrial Relations Commission for conciliation/arbitration.

(5) Until the matter is resolved in accordance with the above procedure, the status quo shall remain. While the above procedure is being followed, no party shall be prejudiced as to the final settlement by the continuation of work in accordance with this procedure.

(6) It is acknowledged that if the dispute relates to an alleged ambiguity or uncertainty in this Agreement any party may at any time apply for variation of the Agreement to eliminate the alleged uncertainty or ambiguity.

PART III

TEACHER'S AIDES' / TEACHING ASSISTANTS

30.—HOURS

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

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

31.—WAGES

(1) The rate of wage payable to employees engaged in the classifications prescribed in Clause 32.—Classifications of this Agreement after the 22nd day of May 1997 shall be—

Step	Hourly Rate		Annual Rate	
	$	7.2%	$	7.2%
Step 1	10.04	10.76	17,020.00	18,245.44
Step 2	10.23	10.97	17,342.00	18,590.51
Step 3	10.43	11.18	17,681.00	18,954.03
Step 4	10.67	11.43	18,088.00	19,390.34
Step 5	10.96	11.75	18,580.00	19,917.76
Step 6	11.33	12.15	19,207.00	20,589.90
Step 7	11.64	12.48	19,732.00	21,152.70
Step 8	11.71	12.55	19,851.00	21,280.27
Step 9	12.02	12.89	20,377.00	21,844.14
Step 10	12.32	13.21	20,885.00	22,388.72
Step 11	12.51	13.41	21,207.00	22,733.90
Step 12	12.65	13.56	21,445.00	22,989.04
Step 13	13.25	14.20	22,469.00	24,086.77
Step 14	13.86	14.86	23,493.00	25,184.50
Step 15	14.46	15.50	24,519.00	26,284.37

Progression through the wages scale shall be by annual increment.

(2) A Teachers' Aide left in charge of pupils for a full session shall be paid at his/her ordinary rate plus 10 per cent for the period for which they are left in charge, provided that, if the period for which the employee is left in charge exceeds three days, they shall be paid at the ordinary rate plus 20 per cent for the whole period for which they are in charge, except where provided for in the Catholic Education Office Aboriginal Teaching Assistants Manual.

(3) (a)

Child Care Workers	$ (per hour)	7.2%
First year of experience	11.82	12.67
Second year of experience	13.00	13.94
Third year of experience	13.63	14.61
Fourth year of experience	14.26	15.29
Fifth year of experience	14.90	15.97

(b) An employee left in charge of pupils for a full session or more shall be paid no less than the rate applicable to a child care worker in their fifth year of employment for the whole period they are in charge, except where provided for in the Catholic Education Office Aboriginal Teaching Assistants Manual.

(4) An employee who has had previous experience relevant to employment covered by this Agreement may have that experience taken into account in determining the "year of employment" at which an employee is appointed and paid.

(5) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the employee into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being an employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

32.—CLASSIFICATIONS

Level One

Teachers' Aides in Primary Schools, Pre-Primary Schools or Pre-schools, Teaching Assistants, Home Economic Assistants, Physical Education Assistants.

Aboriginal Teaching Assistants.

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

Enter Step 1

Exit Step 5

Level Two

Aboriginal Teaching Assistants in secondary schools.

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

Enter Step 6

Exit Step 7

Aboriginal Teaching Assistants in Primary schools who have completed the Certificate of Educational Practice or equivalent accredited course.

Step 7

Level Three

Aboriginal Teaching Assistants in secondary schools who have completed the Certificate of Educational Practice.

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

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

Aboriginal Teaching Assistants on satisfactory completion of Certificate III in Education (Aboriginal & Torres Strait Islander)

Enter Step 8

Exit Step 10

Level Four

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

Teaching Assistants who have completed Certificate IV in Education (Aboriginal and Torres Strait Islander) or Certificate in Community Teaching as specified in the Aboriginal Teaching Assistants Programme Manual.

Step 11

Employees who have completed the Child Care Certificate, Diploma of Children Services (0-5 yrs), National Nursery Examination Board Certificate or other equivalent qualifications as agreed between the Union and the employer.

Aboriginal Teaching Assistants on satisfactory completion of the second year of Aboriginal Teachers' Training Course.

Teaching Assistants who have completed the Diploma in Education (Aboriginal and Torres Strait Islander) or the Associate Diploma in Community Teaching or one year of Bachelor of Arts (Education) as specified in the Aboriginal Teaching Assistants Manual.

Teachers' Assistants who have completed the Advanced Teacher Aide Certificate Special Needs.

Step 12

Level Five

Aboriginal Teaching Assistants who have completed a Diploma in Education (Aboriginal and Torres Strait Islander) or the Associate Diploma in Education (Community Teaching) and are working in specified schools as Community Teaching Associates.

Enter Step 13

Exit Step 15

33.—VACATION LEAVE

(1) Except as hereinafter provided an employee shall be allowed the holidays granted by the school in which he/she is employed, including term and Christmas vacations, without deduction of pay.

(2) Subject to the provisions of subclause (3) of this clause, each employee shall be paid his/her ordinary wages for any day on which he/she is relieved of the obligation to present himself/herself for work.

(3) An employee who is employed to work less than the full school year shall be entitled to payment at the ordinary rate of pay for or in lieu of the term and Christmas vacation periods related to that school year on the basis of one week's pay for each four weeks which the employee was employed to actually work in the school.

PART IV

SCHOOL EMPLOYEES

34.—HOURS

(1) Subject to this Agreement, the ordinary working hours for full-time employees shall be an average of 38 hours per week, to be worked in not more than 40 hours in any week, or eight in any day and shall be worked on any five days of the week.

(2) Subject to Clause 36.—Overtime of this Agreement, the spread of shift in any one day shall not exceed 12 and a ½ hours.

(3) In addition to meal breaks, there may be one break of at least two hours in each shift for kitchen and dining room employees.

(4) As the means of working a 38 hour week, a full-time employee who works 40 hours per week, shall be entitled to payment including shift and weekend penalties for the following days on which the employee shall not be required to attend for work—

(a) Three agreed days during the first school term vacation in each year.

(b) Two agreed days during each of the other school term vacations.

(c) Five agreed days during the Christmas vacation.

(5) In lieu of the provisions of subclause (4) of this clause and notwithstanding other provisions of this Agreement and by agreement between an employer and a majority of employees covered by this Agreement at a workplace, as a means of working a 38 hour week the following may apply—

(a) with at least seven days' notice to the Union by the employer, the hours of work may be arranged so that

an employee works 76 hours over nine days each fortnight with the tenth day off on full pay; or

(b) with at least seven days' notice to the Union by the employer, the hours of work may be arranged so that an employee works 152 hours over 19 days in each four week period with one day off on full pay in conjunction with other day(s) off work; or

(c) by agreement with the Union, the hours of work may be arranged so as to provide any other form of implementation of a 38 hour week.

(6) (a) A part-time employee shall be given payment for the days referred to in subclauses (4) and (5) of this clause in the proportion that the hours worked each week bear to 40. A part-time employee shall be granted the days referred to in subclauses (4) and (5) of this clause in the proportion that the number of days worked each week bears to five.

(b) By agreement in writing between the employer and the employee, a part-time employee who works 30 hours per week or less may be paid for all hours worked at the 38 hour week rate in lieu of payment for the days prescribed in subclauses (4) and (5) of this clause.

(7) Subject to the provisions of subclause (4) of this clause, during the school vacation periods the employer shall be relieved of the obligation to provide work and the employee shall not be entitled to the payment of wages in respect of any such period during which no work is performed other than any period during which the employee is on annual leave or a public holiday where the public holiday falls on a day on which the employee would normally be employed to work. Provided that the maximum period covered by this subclause shall be four weeks (20 days) in any one year.

35.—ROSTERS

(1) A roster of the working hours shall be exhibited in the office of each school/college and in such other place as it may be conveniently and readily seen by each employee concerned.

(2) Such roster shall show—

(a) the name of each employee; and

(b) the hours to be worked by each employee each day and the breaks in shifts to be taken.

(3) (a) The roster in the office shall be open for inspection by a duly accredited representative of the Union at such times and place as the record book is so open for inspection.

(b) A duly accredited representative of the Union shall be permitted to inspect the roster available to the employees not more than once in any week during the times the record book is so open for inspection.

(4) Such roster shall be drawn up in such manner as to show the hours of each employee for one week in advance of the date of the roster, and may only be altered on account of the sickness or absence of an employee, or on account of any contingency that the employer could not reasonably foresee, or due to private arrangement between the employees themselves.

36.—OVERTIME

(1) All work done outside the daily spread of hours provided in Clause 34.—Hours of this Agreement, or beyond eight hours in any one day or beyond 40 hours in any one week shall be deemed overtime.

(2) Overtime shall be paid for at the rate of time and one-half for the first two hours and double time thereafter provided that all overtime worked on Saturday and Sunday shall be paid for at the rate of double time.

(3) All work performed by any employee on his/her rostered days off or on days worked in excess of those provided in Clause 34.—Hours of this Agreement, shall be paid for at the rate of double time except where such day is a public holiday when double time and one-half shall be paid.

(4) Any employee recalled to work after his/her normal hours of duty shall be paid for a minimum of three hours at overtime rates and for all reasonable expenses incurred in returning to work.

37.—WEEKEND WORK

(1) All ordinary hours of work performed between midnight on Friday and midnight on Sunday shall be paid for at the rate of time and one-half.

(2) General Conditions

(a) Junior employees may be employed in the proportion of one junior to every two or fraction of two not being less than one adult employee employed in the same occupation, provided that this ratio may be altered by written agreement between the Union and the employee concerned.

(b) Senior employees other than the Head Groundsperson and leading hands appointed as such by the employer to be in charge of three or more other employees shall be paid $16.50 per week in addition to the rates prescribed herein.

(3) For all work done on any day after a break referred to in subclause (3) of Clause 34.—Hours of this Agreement, the employee shall be paid an allowance of $1.06 per hour for each such hour worked.

(4) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the employee into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being an employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

38.—WAGES

(1) The minimum weekly rates of wage payable from the beginning of the first pay period commencing on or after the 22nd day of May 1997 shall be—

	Minimum Hourly Rate $	7.2%	Minimum Annual Rate $	7.2%
Level 1 Cleaner	10.22	10.96	20,269.37	21,728.81
Level 2 Domestic employees including—Kitchen Attendant/Canteen Assistant House Attendant Dining Attendant Laundry Attendant Sewing Attendant	10.40	11.14	20,618.84	22,103.32
Level 3 Cooks (Other)	10.51	11.27	20,837.92	22,338.04
Level 4 Groundsperson	10.73	11.50	21,270.84	22,802.26
Level 5 First Cook Grade 1 or Cook working alone Groundsperson / Handyperson Grade 1 Sewing Supervisor	10.95	11.74	21,708.99	23,272.22
Level 6 Groundsperson / Handyperson, Grade 2 First Cook, Grade 2	11.17	11.98	22,141.92	23,735.92
Level 7 Senior Groundsperson/ Handy person Tradesperson Cook	11.61	12.45	23,012.99	24,670.11
Level 8 Head Groundsperson	13.81	14.80	27,363.13	29,333.21

(2) Junior Employees: Junior employees shall receive the following percentages of the adult rate for the class of work on which they are engaged.

	%
Under 16 years of age	60
16 to 17 years of age	70
17 to 18 years of age	80

(3) General Conditions

(a) Junior employees may be employed in the proportion of one junior to every two or fraction of two not being less than one adult employee employed in the same occupation, provided that this ratio may be altered by written agreement between the Union and the employer concerned.

(b) Senior employees other than the Head Groundsperson and leading hands appointed as such by the employer to be in charge of three or more other employees shall be paid $16.50 per week in addition to the rates prescribed herein.

(4) For all work done on any day after a break referred to in subclause (3) of Clause 34.—Hours of this Agreement, the employee shall be paid an allowance of $1.06 per hour for each such hour worked.

(5) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the employee into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

39.—CLASSIFICATIONS

Head Groundsperson: Shall mean a person in charge of the grounds of a large school who would be responsible for the supervision of all grounds staff. The person would have qualifications and/or experience in horticulture, preparation of turf wickets and lawn tennis courts, and could have the responsibility for a full size swimming pool.

Senior Groundsperson/Handyperson: Shall mean a person in charge of the grounds of a small school or section of a large school and who has completed an apprenticeship in horticulture or other relevant horticultural qualifications or who has substantial relevant experience within the horticultural or related industries to such an extent as would justify Grade 2 status. This person's duties would also consist of maintenance and minor repairs to external and internal fitments, equipment or outdoor furniture. Would have at least one full-time equivalent groundsperson under supervision. The senior groundsperson/handyperson could have responsibility for the maintenance of a swimming pool and lawn tennis courts, or equivalent levels of responsibility.

Groundsperson/Handyperson (Grade 2): Shall mean a person whose principal duties include tending a garden and grounds. This person's duties would also consist of maintenance and minor repairs to external and internal fitments, equipment or outdoor furniture. This person would work alone in a small school.

Groundsperson/Handyperson (Grade 1): Shall mean a person whose principal duties include tending a garden and grounds or part of a garden and grounds. This person's duties would also consist of maintenance and minor repairs to external and internal fitments, equipment or outdoor furniture. This person would work under the supervision.

Groundsperson: Shall mean an employee whose principal duties shall consist of tending a garden and grounds, working under supervision or working in a small school under the direction of the principal or bursar.

First Cook (Grade 2): Shall mean a person who is appointed as the senior cook in a school, who holds formal qualifications in cooking/catering or who has substantial relevant experience within the catering or related industries to such an extent as would justify Grade 2 status. A person without qualification would normally require a minimum of five years' experience to justify such status. This person could be required to supervise other staff and assist with the ordering of catering supplies.

First Cook (Grade 1): Shall mean a person appointed as First Cook or Cook Working Alone who does not have the qualifications or equivalent experience required for classification of First Cook (Grade 2).

Tradesperson Cook: Shall mean a First Cook, Grade 2 who has completed an apprenticeship in cooking, baking or pastry cooking.

40.—UNIFORMS

Where an employee is required by the employer to wear special clothing, such clothing shall be provided and laundered by the employer at his/her expense. Provided that alternative arrangements in respect of the supply and laundering of clothing may be made by agreement between an employer and the Union.

41.—PROTECTIVE CLOTHING

(1) Where employees are required to work in water they shall be supplied with rubber boots.

(2) Employees required to clean toilets, use acids, wash dishes, handle detergents, acids, soaps or injurious substances shall be provided with rubber gloves.

(3) Where the conditions of work are such that employees are unable to avoid their clothing becoming wet or dirty, they shall be supplied with suitable protective clothing free of charge by the employer.

(4) Where suitable protective clothing is supplied by the employer to an employee such clothing and footwear shall remain the property of the employer.

PART V

ADMINISTRATIVE AND TECHNICAL OFFICERS

42.—HOURS

(1) The ordinary hours of duty for a full-time employee shall be 37.5 hours per week Monday to Friday inclusive and the hours of duty per day shall be fixed by agreement between the employee and the employer. A full-time employee works a minimum of 40 weeks per year.

(2) In the absence of any agreement reached in accordance with subclause (1) of this clause, the following hours of duty shall apply—

The ordinary hours of duty shall not exceed 37.5 hours per week and shall be worked on Monday to Friday, between the hours of 8.00am and 5.00pm.

(3) The employee shall be allowed a meal break of not less than thirty minutes, nor more than one hour, to be taken between the hours of twelve noon and 2.00pm.

(4) All time worked at the direction of the employer before the usual starting time or after the usual finishing time, or beyond 7.5 hours in any one day, or outside the spread of hours as prescribed under subclause (1) or (2) of this clause, shall be deemed overtime and shall, at the discretion of the employee, be paid for at the employee's ordinary rate of pay or be given paid time off in lieu equivalent to the time worked. The time in lieu taken in accordance with this subclause shall be at such time as is agreed between the employee and the employer.

(5) During the school vacation periods or any part thereof during which an employee cannot be usefully employed, the employer shall be relieved of the obligation to provide work and the employee shall not be entitled to the payment of salary in respect of any such period during which no work is performed other than any period during which the employee is on annual leave or a public holiday where the public holiday falls on a day on which the employee would normally be employed to work. Provided that the maximum period covered by this subclause shall be eight weeks in any one year.

43.—ANNUAL LEAVE

(1) An employee who has completed 12 months' continuous service or who has been employed for a minimum of 40 weeks in a calendar year shall be entitled to a minimum of 4 weeks' paid annual leave.

(2) All time for which the school is closed due to vacation leave shall count for the purpose of determining an employee's right to payment under this clause.

(3) Leave may be taken at a time agreed to between the employer and the employee.

(4) If after four weeks' continuous service in any qualifying period an employee lawfully leaves his/her employment or his/her employment is terminated by the employer through no fault of the employee, the employee shall be paid salary in lieu of annual leave proportionate to their length of service calculated to the nearest completed week of service.

(5) If an employee's commencement is after 1 January, then, by agreement between the employer and the employee, the employee may be granted pro-rata annual leave to the end of the calendar year. Subsequent years of employment can commence on 1 January.

(6) If any award holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there shall be added to that period one day, being an ordinary working day, for each such holiday observed as aforesaid.

44.—SALARIES

(1) (a) The minimum annual salary, according to classification and experience, payable to an employee after the 22nd day of May 1997 shall be—

Salary Level	Total Salary $ Per Annum	7.2%
LEVEL 1	19,751	21,173.07
	20,001	21,441.07
	20,251	21,709.07

Salary Level	Total Salary $ Per Annum	7.2%
LEVEL 1—*contd*	20,501	21,977.07
	20,751	22,245.07
	21,001	22,513.07
LEVEL 2	21,751	23,317.07
	22,251	23,853.07
	22,751	24,389.07
	23,251	24,925.07
	23,751	25,461.07
	24,251	25,997.07
LEVEL 3	25,251	27,069.07
	25,851	27,712.27
	26,451	28,355.47
	27,051	28,998.67
	27,651	29,641.87
	28,251	30,285.07
LEVEL 4	26,751	28,677.07
	27,751	29,749.07
	28,751	30,821.07
	29,751	31,893.07
	30,751	32,965.07
	31,751	34,037.07

(b) On appointment an employee shall be placed at the appropriate salary level according to full-time experience and the classifications as prescribed in Clause 45.—Classifications of this Agreement.

(c) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the employee into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being an employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

(d) An employee appointed to a salary rate shall proceed by annual increments to the maximum of that classification level.

(e) If during progression through the salary steps, and within an appropriate time frame prior to the employee's next annual increment, the employer considers such increment to be inappropriate due to work performance and as such does not recommend or authorise further progression, then the employer shall state the reasons in writing to the employee concerned.

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

(ii) If the improvement required is achieved, then the employee shall then proceed to his/her appropriate salary level.

(f) An employee shall only progress from one level to another in accordance with the provisions as prescribed in Clause 45.—Classifications of this Agreement.

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

(h) For the purposes of determing weekly or fortnightly salary, the annual salaries as prescribed in subclause (1) of this clause, shall be divided by 52.16 or 26.08 respectively.

(i) Where the conditions of employment of any employee are subject to the provisions of subclause (5) of Clause 42.—Hours of this Agreement, salary shall be averaged over the period of a full year.

(2) Junior Classification

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

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

45.—CLASSIFICATIONS

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

(1) Level 1.

(a) An employee at this level requires no prior experience or formal qualifications in the performance of the job and works under direct supervision.

(b) Examples of positions which may appropriately be classified as Level 1—

General clerical assistant, switchboard operator, word processing operator, data entry operator, laboratory attendant, school secretary and any assistant employed within the terms of Clause 4.—Scope of the *Independent Schools Administrative and Technical Officers Award 1993*.

(2) Level 2.

(a) An employee at this level performs duties under general supervision, may have acquired some relevant qualifications and is competent in the performance of tasks associated within Level 1 positions.

(b) Examples of positions which may appropriately be classified as Level 2, in addition to those prescribed for Level 1, are as follows—

Library assistant, laboratory assistant, accounts clerk, word processing operator, data process operator, secretarial duties, receptionist/switchboard operator and school secretary.

(3) Level 3.

(a) An employee at this level works as a competent skilled autonomous employee and has knowledge, skills and demonstrated capacity to undertake complex tasks. The employee is likely to have TAFE/TERTIARY or equivalent qualifications.

(b) Examples of positions which may appropriately be classified as Level 3—

Technician employed in the audio visual, computer, media, library or laboratory departments and/or any other technician employed in the school, secretary, bookkeeper, computer system supervisor, senior clerk or senior computer operator, accounts, records and school secretary.

(4) Level 4.

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

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

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

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

PART VI

(BOARDING HOUSE) SUPERVISORS

46.—HOURS

(1) Subject to this Agreement, the working days and hours of duty shall be determined by written agreement between the employer, the employee and the Union.

(2) In the event of no agreement being reached in regard to hours of duty then the matter may be referred to the Western Australian Industrial Relations Commission for determination.

47.—ROSTERS

(1) The hours of duty for each employee shall be set out in a roster which shall contain the following details—

(a) the name of the employee/s;

(b) the starting and finishing times of each employee's shift, including any breaks which may be required during such shift;

(c) the day/s on which each employee is off duty.

(2) Such rosters shall be drawn up and posted one week in advance and may only be altered by agreement between the employer and the employee concerned.

(3) Where agreement cannot be reached, pursuant to subclause (2) of this clause, the employer may change the roster provided that not less than twelve hours' notice of such change is given to any employee so affected.

48.—VACATION LEAVE

(1) Except as hereinafter provided, an employee shall be allowed the holidays granted by the school in which they are employed, including term and Christmas vacations, without deductions of pay. An employee may be required for duty prior to the beginning of each term and following the end of each term for the purposes of preparing for the opening and/or closure of the boarding house.

(2) If after four weeks' continuous service in any calendar year an employee lawfully terminates employment or such employment is terminated by the employer through no fault of the employee, the employee shall be paid salary in lieu of vacation leave proportionate to the length of service. Provided that an employee who was actually engaged for all school terms in that calendar year shall be entitled to be paid for the whole of the vacation period of that year.

(3) Where an employee has been paid for leave which at the time of termination has not been fully accrued, the employer may deduct from any monies owed, that portion to which the employee is not entitled. Where the employment of an employee is terminated by the employer prior to the attainment of the accrued vacation leave, then the provisions of this subclause shall not apply.

(4) At any time in respect of which an employee is absent from work except time for which the employee is entitled to claim sick leave or leave provided for in the terms of this Agreement, shall not count for the purpose of determining the rights to vacation leave.

49.—SALARIES

(1) The minimum annual salary payable to employees after the 22nd day of May 1997 shall be as follows—

(a) Supervisor—

Salary Level	Total Salary $ Per Annum	7.2%
1st year of experience	19,957	21,393.90
2nd year of experience	20,726	22,218.27
3rd year of experience	21,751	23,317.07
4th year of experience	22,776	24,415.87
5th year of experience	23,801	25,514.67
6th year of experience	24,826	26,613.47

(b) Senior Supervisor—

1st year of experience	26,364	28,262.20
Thereafter	27,901	29,909.87

(c) Houseparent—

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

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

(3) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the employee into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being an employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

50.—CLASSIFICATIONS

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

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

(3) "Relief Supervisor"—shall mean an employee employed as per the boarding house roster for a period no exceeding four weeks.

(4) "Senior Supervisor"—shall mean any employee who is responsible for the overall supervision of the boarding house.

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

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

51.—LODGING CONDITIONS

(1) Lodging facilities are to be provided free of charge for any employee required to sleep over in a boarding house.

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

52.—GENERAL CONDITIONS

The employer shall make provision for the following—

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

(2) Access by employees to telephone facilities for emergency use.

PART VII

NURSES

53.—TIME OFF DUTY

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

54.—VACATION LEAVE

(1) Except as hereinafter provided, an employee shall be allowed the leave granted by the school in which he/she is employed without deduction of pay: Provided that such leave shall be not less than six weeks during Christmas vacation nor ten days during each of the term vacations.

(2) If after one month's continuous service in any qualifying twelve monthly period an employee terminates his/her employment or his/her employment is terminated by the employer through no fault of the employee, the employee shall be paid for such proportion of vacation leave as the number of completed months of his/her service in that qualifying period bears to the full qualifying period of twelve months.

(3) Any time in respect of which an employee is absent from work except time for which he/she is entitled to claim sick leave or time spent on school holidays or vacation leave as prescribed by this clause shall not count for the purpose of determing his/her rights to paid leave.

(4) An employee who is justifiably dismissed for misconduct shall not be entitled to the benefits of the provisions of this clause.

(5) No employee shall, during any period when he/she is on leave engage in any employment for hire or reward in substitution for the employment from which he/she is on leave, and if an employee breaches this provision he/she shall thereupon forfeit his/her right of leave upon which he/she has entered, and the employer shall be entitled to withhold any further payment in respect of the period and to reclaim payments already made on account of such period of leave.

(6) This clause shall not apply to casual employees.

55.—WAGES

(1) The minimum rate of wages payable to employees covered by this Agreement after the 22nd day of May 1997 shall be as follows—

	HOURLY RATE		TOTAL RATE		ANNUAL RATE
		7.2%	$ Per Week	7.2%	$
1st Year	12.83	13.75	487.60	522.70	27,264.03
2nd Year	13.45	14.41	511.10	547.89	28,577.94
3rd Year	14.07	15.08	534.70	573.19	29,897.59
4th Year	14.69	15.74	558.30	598.49	31,217.23
5th Year	15.31	16.41	581.90	623.79	32,536.88
6th Year	15.93	17.07	605.50	649.09	33,856.53
7th Year	16.55	17.74	629.00	674.28	35,170.44
8th Year	17.17	18.40	652.60	699.58	36,490.09

(2) Progression through the abovementioned scale shall be by annual increments.

(3) Where an employee is appointed to the position of Nurse, previous relevant nursing experience in an independent school or at a similar level, shall be taken into account in determining the appropriate incremental level. Experience shall include time spent in relevant post basic courses.

(4) Nurse shall mean one who is registered or entitled to be registered as a general trained nurse in Western Australia under the *Nurses Act, 1968—1980.*

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

(6) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the nurse into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being an employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

56.—LAUNDRY AND UNIFORMS

(1) Where an employee is required by the employer to wear a special uniform, sufficient uniforms shall be provided at the employer's expense. In lieu of providing uniforms, the employer shall pay an allowance of $4.70 per week to the employee.

(2) Uniforms shall be a laundered free of cost to employees. Where the uniforms of an employee cannot be laundered by the school an allowance of $1.50 per week shall be paid to the employee.

(3) For the purpose of this paragraph a uniform shall be deemed to be "required" unless the employer advises the employee that the wearing of uniforms is not a condition of employment.

57.—BOARD AND LODGING

(1) The charge for full board and lodging provided to an employee by the employer shall be $9.00 per night.

(2) Where the employer provides meals only to an employee the following charges shall apply—

	$
Lunch and dinner	3.50
Breakfast	2.00

(3) An accredited representative of The Australian Nursing Federation, Industrial Union of Workers, Perth, shall be entitled to inspect such food and accommodation at reasonable times.

(4) An employee shall not be charged for board and lodging when absent from the school for more than one day on annual leave, sick leave, long service or leave without pay.

(5) By agreement with the employee the amounts prescribed in subclauses (1) and (2) of this clause may be deducted from the salary of the employee.

(6) Future increases in board and lodging charges shall be adjusted in accordance with increases awarded under the current principles of wage fixation.

APPENDIX A

PARTIES BOUND

Employer Party

Norbertine Canons Incorporated

135 Treasure Road Queens Park WA 6107

Union Parties

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

61 Thomas Street Subiaco WA 6008

The Australian Nursing Federation, Industrial Union of Workers Perth

Level 2 322 Hay Street Subiaco WA 6008

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

143 Edward Street East Perth WA 6004

APPENDIX B

AWARDS

Independent Schools Administrative and Technical Officers Award 1993, No. A 15 of 1991

Independent Schools (Boarding House) Supervisory Staff Award, No. A 9 of 1990

Nurses' (Independent Schools) Award, No. 21B of 1962

School Employees (Independent Day & Boarding Schools) Award, 1980, No. R7 of 1979

Teachers' Aides' (Independent Schools) Award 1988, No. A27 of 1987

ENDORSEMENTS

Signed for and on behalf of—

The Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers—T. Howe

The Australian Nursing Federation, Industrial Union of Workers, Perth—H.G. Atrill

Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch—H. Creed

Norbertine Canons Incorporated—Fr P.J. Stiglich OP

THE ROMAN CATHOLIC ARCHBISHOP OF PERTH INC NON-TEACHING STAFF ENTERPRISE BARGAINING AGREEMENT, 1997.

No. AG 287 of 1997.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Roman Catholic Archbishop of Perth (Inc)

and

The Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch and Others.

No. AG 287 of 1997.

The Roman Catholic Archbishop of Perth Inc Non-Teaching Staff Enterprise Bargaining Agreement, 1997.

15 December 1997.

Order.

HAVING heard Ms A.M. Britto on behalf of the applicant and Ms D. MacTiernan on behalf of the Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch, Mr A. Dzieciol on behalf of the Australian Nursing Federation, Industrial Union of Workers, Perth and Ms T.I. Howe on behalf of the Independent Schools Salaried Officers Association of Western Australia, Industrial Union of Workers, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1997, hereby orders—

THAT The Roman Catholic Archbishop of Perth Inc Non-Teaching Staff Enterprise Bargaining Agreement, 1997 filed in the Commission on the 23rd day of October

1997 and as subsequently amended by the parties be registered on and from the 5th day of December 1997.

(Sgd.) A.R. BEECH,
[L.S.] Commissioner.

Schedule.

PART I

PARAMETERS

1.—TITLE

This Agreement shall be known as "The Roman Catholic Archbishop of Perth Inc Non-Teaching Staff Enterprise Bargaining Agreement, 1997".

2.—ARRANGEMENT

Part I Parameters
1. Title
2. Arrangement
3. Term
4. Parties To The Agreement
5. Scope
6. Definitions
7. Objectives
8. No Reduction
9. No Extra Claims

Part II General Conditions of Service
10. Contract of Service
11. Other Leave
12. Leave Without Pay
13. Sick Leave
14. Family Leave
15. Parental Leave
16. Long Service Leave
17. Annual Leave Loading
18. Public Holidays
19. Casual Employees
20. Part-Time Employees
21. Higher Duties
22. Rest Pauses and Meal Breaks
23. Travelling and Motor Vehicle Allowances
24. Location Allowances
25. Superannuation
26. Payment of Wages
27. Time And Wages Record
28. Right of Access, Notices and Interviews
29. Dispute Settling Procedures

Part III Teacher's Aides' / Teaching Assistants
30. Hours
31. Wages
32. Classifications
33. Vacation Leave

Part IV School Employees
34. Hours
35. Rosters
36. Overtime
37. Weekend Work
38. Wages
39. Classifications
40. Uniforms
41. Protective Clothing

Part V Administrative and Technical Officers
42. Hours
43. Annual Leave
44. Salaries
45. Classifications

Part VI (Boarding House) Supervisors
46. Hours
47. Rosters
48. Vacation Leave
49. Salaries
50. Classifications
51. Lodging Conditions
52. General Conditions

Part VII Nurses
53. Time Off Duty
54. Vacation Leave
55. Wages
56. Laundry and Uniforms
57. Board and Lodging

Appendix A—Parties Bound
Appendix B—Awards
Endorsements

3.—TERM

(1) This Agreement shall—

(a) come into effect on the 5th December 1997;

(b) expire on the 31st day of December 1998.

(2) The parties have agreed to review the rates of pay by the 1st day of January 1998.

4.—PARTIES TO THE AGREEMENT

This Agreement is made between the employer set out in Appendix A—Parties Bound and the registered organisations of employees listed in Appendix A—Parties Bound.

5.—SCOPE

(1) This Agreement shall apply to those employees as defined in Clause 6.—Definitions of this Agreement employed by the employer as prescribed in Appendix A—Parties Bound.

(2) Where there is any inconsistency between this Agreement and the relevant award, this Agreement will apply to the extent of the inconsistency.

(3) Except as provided by this Agreement, the conditions of employment of non-teaching staff employed in Catholic Schools in Western Australia will be in accordance with the following awards—

Independent Schools Administrative and Technical Officers Award 1993;

School Employees (Independent Day & Boarding Schools) Award, 1980;

Teachers' Aides' (Independent Schools) Award 1988;

Independent Schools (Boarding House) Supervisory Staff Award

Nurses' (Independent Schools) Award.

(4) The number of employees covered by this Agreement is 999.

6.—DEFINITIONS

This Enterprise Bargaining Agreement covers the following classifications—

Teacher's Aides' / Teaching Assistants as defined in Part III, Clause 32.—Classifications of this Agreement;

School Employees as defined in Part IV, Clause 39.—Classifications of this Agreement;

Administrative and Technical Officers as defined in Part V, Clause 45.—Classifications of this Agreement;

(Boarding House) Supervisors as defined in Part VI, Clause 50.—Classifications of this Agreement;

Nurses as defined in Part VII, Clause 55.—Wages of this Agreement.

7.—OBJECTIVES

(1) The objectives of this Agreement are—

(a) To consolidate and develop further, initiatives arising out of the enterprise bargaining process.

(b) To maintain a just working environment in which education can be provided in harmony with the aims, objectives and philosophy of Catholic Education.

(c) To provide some consistency regarding general conditions of employment that exist for the different categories of non-teaching staff employed within Catholic schools.

(2) In pursuit of these objectives the parties are committed to further negotiations to simplify classification structures and examining the possibility of a generic classification structure.

8.—NO REDUCTION

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

9.—NO EXTRA CLAIMS

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

PART II

GENERAL CONDITIONS OF SERVICE

10.—CONTRACT OF SERVICE

(1) (a) Each employee shall, upon engagement, be given a letter of appointment wherein the general conditions of employment are stated.

(b) This shall include statements of—

(i) the classification;

(ii) the salary step relevant to the appointment;

(iii) the number of hours per week;

(iv) the weeks per year the employee is engaged for;

(v) whether the position is temporary; and/or

(vi) any other matter specific to the contract.

(2) The letter of appointment shall not contain any provision which is inconsistent with or contrary to any provision of this Agreement and/or the Award.

(3) (a) Except in the case of a casual/relief employee, the termination of service of any employee shall require a minimum of 2 weeks' notice by either party.

(b) Provided that the requirements of this subclause may be waived in part or in whole by mutual agreement between the employee and employer. Any request to waive such notice shall not be unreasonably withheld by the employer, where it is deemed that the employee has not been able to give the required notice through no fault of their own.

(c) Subject to the provisions of this subclause, failure to give the required notice shall make either party liable for the payment to the other party of an amount equivalent to the period of notice not given.

(d) The employer reserves the right to withhold or recover an amount equivalent to the period of notice not given. However, approval must be obtained from the Director of Catholic Education before such action is proceeded with.

(4) A temporary employee shall be employed in a part-time or full-time capacity for a period greater than four weeks' continuous service, and not more than a period of 12 months' continuous service.

(5) Where the period of employment of a casual employee exceeds five days the notice of termination of service shall be one day. Where the employment is for five days or less the engagement shall be considered to be a specific period and notice shall not be required.

(6) A part-time employee shall have an entitlement to sick leave, long service leave and annual leave on a pro-rata basis in the proportion of which his/her hours and/or weeks worked bear to the hours and/or weeks worked of a full-time employee.

(7) Upon termination a statement of service and a separate reference when requested by the employee shall be provided to the employee by the employer.

(8) Nothing within this clause detracts from the employer's right to dismiss summarily any employee for serious misconduct, in which case salary and entitlements shall be paid up to the time of dismissal only.

(9) The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Agreement, provided that such duties are not designed to promote de-skilling.

11.—OTHER LEAVE

(1) Bereavement Leave

(a) An employee shall, on the death of a member of the immediate family, be entitled to paid leave up to and including the day of the funeral of such relation, for a period of up to two days not exceeding the number of hours which would have been worked by the employee in that time. Proof of such death shall be furnished by the employee to the satisfaction of the employer.

(b) Provided that payment in respect of bereavement leave is to be made only where the employee otherwise would have been on duty and shall not be granted in any case where the employee concerned would have been off duty in accordance with the roster, or on long service leave, vacation leave, or on sick leave, or on workers' compensation, or on authorised leave without pay or on a public holiday.

(2) Examination Leave

An employee shall be granted sufficient time off with pay to travel to and sit for the examinations of any approved course of study.

12.—LEAVE WITHOUT PAY

(1) While an employee has the right to apply for leave without pay the granting of such leave is at the discretion of the employer.

(2) An employee applying for leave under this clause must state the period of such leave and the reason for which the leave is being sought.

(3) Leave without pay does not constitute a break in service but shall not count in calculating the period of service for any purpose of this Agreement unless where otherwise provided for in this Agreement.

(4) If an employee is granted leave without pay the question of the employee's specific duties on return to work should be considered before the granting of such leave and any arrangements made documented. If no prior arrangement is made, an employee, upon return to service shall be entitled to a position commensurate with the position held immediately prior to the commencement of such leave.

(5) The maximum period for which leave is granted under this clause shall be one year.

13.—SICK LEAVE

(1) (a) An employee shall be entitled to payment for non attendance on the ground of personal ill health or injury at the rate of ten (10) days per year, from the beginning of each year. For those employees who commence work at anytime throughout the year a pro-rata entitlement will apply.

(b) The unused portion of the entitlement prescribed in paragraph (a) of this subclause in any accruing year shall accumulate and may be availed of in the next or any succeeding year.

(c) Where an employee's employment is terminated prior to the end of the school year, the calculation for pro-rata entitlement of sick leave will be based on one sixth of a week for each completed month of service with the employer. Where an employee has utilised sick leave in excess of this entitlement the employer may deduct the excess portion from the final payment of wages to the employee.

(d) Where an employee's employment is terminated by the employer through no fault of the employee the provisions of paragraph (c) of this subclause shall not apply.

(e) An employee shall upon request to their employer be advised of their unused portion of sick leave. Where an employee has utilised sick leave in excess of their entitlement, they shall be advised of the provisions of paragraph (c) of this subclause.

(2) This clause shall not apply where the employee is entitled to compensation under the *Workers' Compensation and Rehabilitation Act 1981*.

(3) (a) Sick leave shall be granted provided the application is supported by a certificate from a legally qualified and registered medical practitioner stating the period during which the employee is unfit for duty.

(b) The employer shall not be entitled to a medical certificate for absences of less than three consecutive working days unless the total of such absences exceeds five days in any one accruing year.

(4) No payment shall be made for any absence due to the employee's wilful misconduct.

14.—FAMILY LEAVE

(1) Use of sick leave

(a) An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support

shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill. Such leave shall not exceed five (5) days in any calendar year and is not cumulative.

(b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

(c) The entitlement to use sick leave is subject to—

(i) the employee being responsible for the care of the person concerned; and

(ii) the person concerned being either—

(aa) a member of the employee's immediate family; or

(bb) a member of the employee's household.

(iii) the term "immediate family" includes—

(aa) a spouse (including a former spouse), of the employee; and

(bb) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

(iv) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(2) Use of unpaid leave

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill.

15.—PARENTAL LEAVE

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

(1) Maternity Leave

(a) Nature of leave

Maternity leave is unpaid leave.

(b) Definitions

For the purposes of this clause—

(i) Employee includes a part-time employee but does not include an employee engaged upon casual or seasonal work.

(ii) Paternity leave means leave of the type provided for in subclause (2) of this clause whether prescribed in an award or otherwise.

(iii) Child means a child of the employee under the age of one year.

(iv) Spouse includes a former spouse.

(v) Continuous service means service under an unbroken contract(s) of employment and includes—

(aa) any period of leave taken in accordance with this clause;

(bb) any period of leave or absence authorised by the employer or by the award.

(c) Eligibility for maternity leave

(i) An employee who becomes pregnant, upon production to her employer of the certificate required by subclauses (1)(d) and (1)(i) of this clause, shall be entitled to a period of up to fifty two (52) weeks' maternity leave provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of paternity leave taken by the employee's spouse in relation to the same child and apart from paternity leave of up to one week at the time of confinement shall not be taken concurrently with paternity leave.

(ii) Subject to subclauses (1)(d) and (1)(i) of this clause the period of maternity leave shall be unbroken and shall, immediately following confinement, include a period of six weeks' compulsory leave.

(iii) The employee must have had at least twelve (12) months' continuous service within Catholic Education immediately preceding the date upon such leave.

(d) Certification

At the time specified in subclause (1)(c) of this clause the employee must produce to her employer—

(i) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;

(ii) an agreement shall exist where for the period of maternity leave she will not engage in any act inconsistent with her contract of employment.

(e) Notice requirements

(i) An employee shall, not less than ten (10) weeks prior to the presumed date of confinement, produce to her employer the certificate referred to in subclause (1)(d)(i) of this clause.

(ii) An employee shall give not less than four (4) weeks' notice in writing to her employer of the date upon which she proposes to commence maternity leave stating the period of leave to be taken.

(iii) An employer by not less than fourteen (14) days' notice in writing to the employee may require her to commence maternity leave at any time within the six (6) weeks immediately prior to her presumed date of confinement. The employee may work within this period provided they produce a certificate from a registered medical practitioner stating that they are fit to do so.

(iv) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with subclause (1)(e)(ii) of this clause if such failure is occasioned by the confinement occurring earlier than the presumed date.

(f) Transfer to a safe job

(i) Where in the opinion of a duly registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

(ii) If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to, take leave for such period as is certified necessary by a registered medical practitioner. Such leave shall be treated as maternity leave for the purposes of subclauses (1)(j), (1)(k), (1)(l) and (1)(m) of this clause.

(g) Variation of Period of Maternity Leave

(i) The period of maternity leave may be lengthened once only by the employee giving not less than fourteen (14) days' notice in writing stating the period by which the leave is to be lengthened.

(ii) The period may be further lengthened by agreement between the employer and the employee, in accordance with the provisions outlined in Clause 12.—Leave Without Pay of this Agreement.

(iii) The period of maternity leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(h) Cancellation of Maternity Leave

(i) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.

(ii) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the employer which shall not exceed four weeks from the date of notice in writing by the employee to the employer that she desires to resume work.

(i) Special Maternity Leave and Sick Leave

(i) Where the pregnancy of a employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then—

(aa) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work; or

(bb) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a registered medical practitioner certifies as necessary before her return to work.

(ii) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed the period to which the employee is entitled under subclause (1)(c) of this clause.

(iii) For the purposes of subclauses (l)(j), (l)(k) and (l) (l) of this clause, maternity leave shall include special maternity leave.

(iv) An employee returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave, or in the case of an employee who was transferred to a safe job pursuant to subclause (l)(f) of this clause, to the position she held immediately before such transfer.

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

(j) Maternity Leave and Other Leave Entitlements

(i) Provided the aggregate of any leave, including leave taken under this clause, does not exceed the period to which the employee is entitled under subclause (1)(c) of this clause an employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part to which she is entitled.

(ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during her absence on maternity leave.

(k) Effect of Maternity Leave on Employment

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

(l) Termination of Employment

(i) An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this Agreement.

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

(m) Return to Work After Maternity Leave

(i) An employee shall confirm her intention of returning to her work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.

(ii) An employee, upon returning to work after maternity leave or the expiration of the notice required by subclause (l)(m)(i) of this clause, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (l)(f) of this clause to the position which she held immediately before such transfer.

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

(n) Replacement Employees

(i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.

(ii) Before an employer engages a replacement employee, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

(iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

(iv) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

(2) Paternity Leave

(a) Nature of Leave

Paternity leave is unpaid leave.

(b) Definitions

For the purposes of this clause—

(i) Employee includes a part-time employee but does not include an employee engaged upon casual or seasonal work.

(ii) Paternity leave means leave of the type provided for in subclause (1) of Clause 15.—Parental Leave of this Agreement (and includes special paternity leave) whether prescribed in an award or otherwise.

(iii) Child means a child of the employee or the employee's spouse under the age of one year.

(iv) Spouse includes a former spouse.

(v) Primary care-giver means a person who assumes the principal role of providing care and attention to a child.

(vi) Continuous service means service under an unbroken contract(s) of employment and includes—

(aa) any period of leave taken in accordance with this clause;

(bb) any period of leave or absence authorised by the employer or by the award.

(c) Eligibility for paternity leave

A male employee, upon production to his employer of the certificate required by subclause (2)(d) of this clause shall be entitled to one or two periods of paternity leave, the total of which shall not exceed 52 weeks, in the following circumstances—

(i) an unbroken period of up to one week at the time of confinement of his spouse;

(ii) a further unbroken period of up to 51 weeks in order to be the primary care-giver of a child provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of maternity leave taken by the employee's spouse in relation to the same child and shall not be taken concurrently with that maternity leave;

(iii) The employee must have had at least 12 months' continuous service within Catholic Education immediately preceding the date which he proceeds upon either period of leave.

(d) Certification

At the time specified in subclause (2)(c) of this clause the employee must produce to his employer—

(i) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement or states the date on which the birth took place;

(ii) in relation to any period to be taken under subclause (2)(c)(ii) of this clause an agreement shall exist stating—

(aa) he will take that period of paternity leave to become the primary care-giver of a child;

(bb) particulars of any period of maternity leave sought or taken by his spouse; and

(cc) that for the period of paternity leave he will not engage in any act inconsistent with his contract of employment.

(e) Notice requirements

(i) An employee shall, not less than ten (10) weeks prior to each proposed period of leave, give the employer notice in writing stating the dates on which he proposed to start and finish the period or periods of leave.

(ii) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with subclause (2)(e)(i) of this clause if such failure is due to—

(aa) the birth occurring earlier than the expected date; or

(bb) the death of the mother of the child; or

(cc) other compelling circumstances.

(iii) The employee shall immediately notify his employer of any change in the information provided pursuant to subclause (2)(d) of this clause.

(f) Variation of Period of Paternity Leave

(i) The period of paternity leave may be lengthened once only by the employee giving not less than fourteen (14) days' notice in writing stating the period by which the leave is to be lengthened;

(ii) The period may be further lengthened by agreement between the employer and the employee, in accordance with the provisions outlined in Clause 12.—Leave Without Pay of this Agreement.

(iii) The period of paternity leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(g) Cancellation of Paternity Leave

Paternity leave, applied for under subclause (2)(c)(ii)(aa) of this clause but not commenced, shall be cancelled when the pregnancy of the employee's spouse terminates other than by the birth of a living child.

(h) Paternity Leave and Other Leave Entitlements

(i) Provided the aggregate of any leave, including leave taken under this clause, does not exceed the period to which the employee is entitled under subclause (2)(c) of this clause an employee may, in lieu of or in conjunction with paternity leave, take any annual leave or long service leave or any part to which he is entitled.

(ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during his absence on paternity leave.

(i) Effect of Paternity Leave on Employment

Subject to this clause, notwithstanding any award, or other provision to the contrary, absence on paternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

(j) Termination of Employment

(i) An employee on paternity leave may terminate his employment at any time during the period of leave by notice given in accordance with this Agreement.

(ii) An employer shall not terminate the employment of an employee on the ground of his absence on paternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(k) Return to Work after Paternity Leave

(i) An employee shall confirm his intention of returning to his work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of paternity leave provided by subclause (2)(c)(ii) of this clause.

(ii) An employee, upon returning to work after paternity leave or the expiration of the notice required by subclause (2)(c)(i) of this clause, shall be entitled to the position which he held immediately before proceeding on paternity leave.

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

(l) Replacement Employees

(i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on paternity leave.

(ii) Before an employer engages a replacement employee, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

(iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising his rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

(iv) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

(3) Adoption Leave

(a) Nature of Leave

Adoption leave is unpaid leave.

(b) Definitions

For the purposes of this clause—

(i) Employee includes a part-time employee but does not include any employee engaged upon casual or seasonal work.

(ii) Child means a person under the age of five years who is placed with the employee for the purpose of adoption, other than a child or step-child of the employee or of the spouse of the employee of a child who has previously lived continuously with the employee for a period of six months.

(iii) Relative Adoption occurs where a child, as defined, is adopted by a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

(iv) Primary care-giver means a person who assumes the principal role of providing care and attention to a child.

(v) Spouse includes a former spouse.

(vi) Continuous service means service under an unbroken contract(s) of employment and includes—

(aa) any period of leave taken in accordance with this clause;

(bb) any period of leave or absence authorised by the employer or by the award.

(c) Eligibility for adoption leave—

An employee, upon production to the employer of the documentation required by subclause (3)(d) of this clause, shall be entitled to one or two periods of adoption leave, the total of which shall not exceed 52 weeks, in the following circumstances—

(i) an unbroken period of up to three weeks at the time of placement of the child;

(ii) a further unbroken period of up to 52 weeks from the time of the placement in order to be the primary care-giver of a child. This leave shall not extend beyond one year after the placement of the child and shall not be taken concurrently with adoption leave taken by the employee's spouse in relation to the same child. The entitlement of up to 52 weeks shall be reduced by—

(aa) any period of leave taken pursuant to subclause (3)(c)(i) of this clause; and

(bb) the aggregate of any periods of adoption leave taken or to be taken by the employee's spouse.

(ii) the employee must have had at least 12 months' continuous service within Catholic Education immediately preceding the date which he or she proceeds on such leave in either case.

(d) Certification

(i) Before taking adoption leave the employee must produce to the employer—

(aa) A statement from the adoption agency or other appropriate body of the presumed date of placement of the child with the employee for the adoption purposes; or

(bb) A statement from the appropriate government authority confirming that the employee is to have custody of the child pending an application for an adoption order.

(ii) In relation to any period to be taken under subclause (3)(c)(ii) of this clause, an agreement shall exist stating—

(aa) the employee is seeking adoption leave to become the primary care-giver of the child;

(bb) particulars of any period of adoption leave sought or taken by the employee's spouse; and

(cc) that for the period of adoption leave the employee will not engage in any act inconsistent with his/her contract of employment.

(e) Notice requirements

(i) Upon receiving notice of approval for adoption purposes, an employee shall notify the employer of such approval and within 2 months of such approval shall further notify the employer of the period or periods of adoption leave the employee proposes to take. In the case of relative adoption the employee shall notify as aforesaid upon deciding to take the child into custody pending an application for adoption.

(ii) An employee shall not be entitled to adoption leave unless the employee has not less than 12 months continuous service with the employer immediately preceding the date upon which he/she proceeds upon such leave.

(iii) An employee shall, as soon as the employee is aware of the presumed date of placement of a child for adoption purposes but no later than 14 days before such placement give notice in writing to the employer of such date, and of the date of the commencement of any period to be taken under subclause (3)(c)(i) of this clause.

(iv) An employee shall, ten weeks before the proposed date of commencing any leave to be taken under subclause (3)(c)(ii) of this clause give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.

(v) An employee shall not be in breach of this clause, as a consequence of failure to give the stipulated period of notice in accordance with subclauses (3)(e)(iii) and (3)(e)(iv) of this clause if such failure is occasioned by the requirement of an adoption agency to accept earlier or later placement of a child, the death of the spouse or other compelling circumstances.

(f) Variation of Period of Adoption Leave

(i) the period of adoption leave may be lengthened once only by the employee giving not less than fourteen (14) days' notice in writing stating the period by which the leave is to be lengthened;

(ii) the period may be further lengthened by agreement between the employer and the employee, in accordance with the provisions outlined in Clause 12.—Leave Without Pay of this Agreement;

(iii) the period of adoption leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(g) Cancellation of Adoption Leave

(i) Adoption leave, applied for but not commenced, shall be cancelled should the placement of the child not proceed.

(ii) Where the placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue, the employee shall notify the employer forthwith and the employer shall nominate a time not exceeding four weeks from receipt of notification for the employee's resumption of work.

(h) Special Leave

The employer shall grant to any employee who is seeking to adopt a child, such unpaid leave not exceeding two days, as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee the employer may require the employee to take such leave in lieu of special leave.

(i) Adoption Leave and Other Leave Entitlements

(i) Provided the aggregate of any leave, including leave taken under this clause, does not exceed the period to which the employee is entitled under subclause (3)(c) of this clause, an employee may, in lieu of or in conjunction with adoption leave, take any annual leave or long service leave or any part to which he or she is entitled.

(ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during the employee's absence on adoption leave.

(j) Effect of Adoption Leave on Employment

Subject to this clause, notwithstanding any award, or other provision to the contrary, absence on adoption leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

(k) Termination of Employment

(i) An employee on adoption leave may terminate the employment at any time during the period of leave by notice given in accordance with this Agreement.

(ii) An employer shall not terminate the employment of an employee on the ground of the employee's application to adopt a child or absence on adoption leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(l) Return to Work After Adoption Leave

(i) An employee shall confirm the intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of adoption leave provided by subclause (3)(c) of this clause.

(ii) An employee, upon returning to work after adoption leave shall be entitled to the position held immediately before proceeding on such leave.

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

(m) Replacement Employees

(i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on adoption leave.

(ii) Before an employer engages a replacement employee, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

(iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising his/her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

(iv) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

16.—LONG SERVICE LEAVE

(1) Subject to subclause (3) of this clause, an employee who has completed ten years' continuous service with the employer shall be entitled to ten weeks' long service leave. For each subsequent period of ten years' service an employee shall be entitled to an additional ten weeks' long service leave.

(2) In calculating an employee's entitlement under this clause, continuous service with the employer prior to the 1st day of January 1997 shall be taken into account in the following manner—

(a) In the case of an employee who has already accrued an entitlement to long service leave with the employer prior to the 1st day of January, 1997, the employee shall continue to accrue subsequent entitlements to long service leave in accordance with the provisions of subclause (1) of this clause.

(b) In the case of an employee who, at the 1st day of January 1997, had not accrued an entitlement to long service leave, the employee's entitlement shall be calculated on the following basis—

For any period of continuous employment prior to the 1st day of January 1997, an amount calculated on the basis of 13 weeks' long service leave on full pay for each 15 years of continuous service, in accordance with the relevant award.

(c) In the case of an employee covered by the *Independent Schools Administrative and Technical Officers Award 1993* who, at the 1st day of January 1993, had not accrued an entitlement to long service leave, the employee's entitlement shall be calculated on the following basis—

For any period of continuous employment prior to the 1st day of January 1993, an amount calculated on the basis of 13 weeks' long service leave on full pay for each 15 years of continuous service.

(d) In the case of employees who have worked less than full-time during the accrual period, long service leave shall be paid at the rate of the average of hours worked over the accrual period.

(3) The expression "continuous service" includes any period during which the employee is absent on full pay from their duties, but does not include—

(a) Any period exceeding two weeks during which the employee is absent on leave without pay. In the case of leave without pay which exceeds eight weeks in a continuous period, the entire period of that leave is excised in full;

(b) Any service of an employee who resigns or is dismissed, other than service prior to such resignation or prior to the date of any offence in respect of which they are dismissed by the employer, when that prior service has actually entitled the employee to long service leave under this clause.

(4) Any entitlement to annual leave that falls due during the period of long service leave shall be recognised as extra leave and not included in the long service leave.

(5) Any public holiday which occurs during the period an employee is on long service leave shall be treated as part of the long service leave and extra days in lieu thereof shall not be granted.

(6) Where an employee has become entitled to a period of long service leave in accordance with this clause, the employee shall commence such leave as soon as possible after the accrual date, or in a manner mutually agreed between the employer and employee.

(7) Payment for long service leave shall be made;

(a) in full before the employee goes on leave, or

(b) by the normal fortnightly payment intervals; or

(c) by agreement between the employee and the employer.

(8) Where an employee has completed at least 7 years' service but less than 10 years' service and employment is terminated—

(a) by their death;

(b) in any circumstances, other than serious misconduct,

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

(9) In the case to which subclause (8) of this clause applies and in any case in which the employment of the employee who has become entitled to leave hereunder is terminated before such leave is taken or fully taken the employer shall, upon termination of employment otherwise than by death, pay to the employee and upon termination by death, pay to the personal representative of the employee upon request by the personal representative, a sum equivalent to the amount which would have been payable in respect of the period of leave to which they are entitled or deemed to have been entitled and which would have been taken but for termination. Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.

17.—ANNUAL LEAVE LOADING

(1) An annual leave loading shall be included in the final payment of ordinary wages made in December of each year to employees who have become entitled to annual leave in accordance with this Agreement.

(2) Subject to the annual leave or vacation leave provisions in Parts I through to VI of this Agreement, the annual leave loading shall be 17.5 per cent of four weeks' wages at the rate of pay applicable at the time of payment.

(3) If an employee commences after the beginning of first term in a calendar year then the leave loading shall be paid, proportionate to the length of service in that year, in December of that year, provided that the employee's contract of employment is continuing into the next calendar year.

18.—PUBLIC HOLIDAYS

(1) The following days, or the days observed in lieu shall, subject to subclause (3) of this clause, be allowed as holidays without deduction of pay namely: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day.

(2) (a) When any of the days mentioned in the subclause (1) of this clause falls on a Saturday or a Sunday the holidays shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or a Monday the holiday shall be observed on the next succeeding Tuesday.

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

(b) When any of the days observed as a holiday under this clause falls on a day when a school employee (see Part IV—Clause 39.—Classifications of this Agreement) is rostered off duty and is a day that the employee would normally have worked and he/she has not been required to work on that day, he/she shall be paid as if the day was an ordinary working day, or if he/she agrees, be allowed a day's leave with pay in lieu of the holiday at a time mutually acceptable to the employer and the employee.

(3) An employee who, on a day observed as a holiday under this clause is required to work during his/her ordinary hours of work shall be paid for the time worked at the rate of 2.5 times their ordinary rate or, if he/she agrees, be paid for the time worked at the rate of time and one-half and in addition be allowed to take a day's leave with pay on a day mutually acceptable to the employer and the employee.

(4) The provisions of this clause shall not apply to casual employees.

19.—CASUAL EMPLOYEES

(1) A casual employee shall be engaged on an hourly contract of service with a minium payment of

(a) 2 hours; or

(b) 4 hours for school employees; or

(c) 1 day for an employee as defined in Clause 45.—Classifications of this Agreement.

(2) A casual employee shall be paid 20 per cent in addition to the rates prescribed for the work performed.

(3) A casual employee shall be paid for all work performed on any of the days prescribed in subclause (1) of Clause 18.—Public Holidays of this Agreement at the rate of double time and one-half.

(4) A casual employee is defined as an employee who is not employed on a regular basis and who is engaged by the employer for a period not exceeding four weeks in duration.

20.—PART-TIME EMPLOYEES

(1) Notwithstanding anything contained in this Agreement, employees may be regularly employed to work less hours per week or weeks per year than are prescribed in the applicable clauses of this Agreement, and such employees shall be remunerated at a weekly rate pro-rata to the rate prescribed for the classification of work on which they are engaged in the proportion which their hours of work bear to the Hours clause of this Agreement, for their classification and level of work.

(2) When an employee is employed under the provisions of this clause, he/she shall receive payment for annual/vacation leave, and sick leave on a pro-rata basis in the same proportion as the number of hours regularly worked each week bears to a full-time employee of the same classification.

21.—HIGHER DUTIES

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

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

22.—REST PAUSES AND MEAL BREAKS

(1) All employees shall be allowed a tea break of 10 minutes daily between the second and third hour from starting time each day. Such tea break shall be counted as time worked: provided that such employees responsible for supervising children continue such supervision during the said tea break.

(2) All employees shall be allowed a meal break of not less than 30 minutes nor more than one hour between the hours of 12.00 noon and 2.00pm. Such time shall not count as time worked.

(3) For employees classified in Part VI of this Agreement who are rostered on duty during meal times shall be entitled to a meal and shall be allowed sufficient time to have such meal.

23.—TRAVELLING AND MOTOR VEHICLE ALLOWANCES

(1) Where an employee is required and authorised to use his/her own motor vehicle in the course of his/her duties he/she shall be paid an allowance not less than that provided for in the schedules set out hereunder. Notwithstanding anything contained in this subclause the employer and the employee may make any other arrangement as to motor vehicle allowance not less favourable to the employee.

(2) Where an employee in the course of a journey travels through two or more of the separate areas, payment at the rates

prescribed herein shall be made at the appropriate rate applicable to each of the separate areas traversed.

(3) A year for the purpose of this clause shall commence on the 1st day of July and end on the 30th day of June the next following year.

Rates of Hire for use of Employee's own Vehicle on Employer's Business

Schedule 1—Motor Vehicle Allowance

Area and Details	Engine Displacement (in Cubic Centimetres) Over 2600cc	1600cc - 2600cc	1600cc & Under
	Rate (cents) per kilometre		
Metropolitan Area	57.3	50.4	43.9
South West Land Division	58.8	51.7	45.1
North of 23.5° South Latitude	65.1	58.0	50.4
Rest of the State	60.5	53.3	46.3

Motor vehicles with rotary engines are to be included in the 1600-2600cc category.

Schedule 2—Motor Cycle Allowances

	Rate c/km
All Areas of State	17.8

24.—LOCATION ALLOWANCES

(1) Subject to the provisions of this clause, in addition to the wages prescribed in this Agreement an employee shall be paid the following weekly allowances when employed in the towns described hereunder. Provided that where the wages are prescribed as fortnightly rates of pay, these allowances shall be shown as fortnightly allowances. These rates are subject to change from time to time in accordance with the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 1 of 1996.

Town	Married Persons allowance $ per week	Single Persons allowance $ per week
Balgo Hills	144.10	72.05
Boulder	13.00	6.50
Beagle Bay	130.20	65.10
Billiluna	144.10	72.05
Broome	94.00	47.00
Carnarvon	40.40	20.20
Derby	98.00	49.00
Esperance	24.80	12.40
Gibb River	143.30	71.65
Kalgoorlie	13.00	6.50
Karratha	97.00	48.50
Kununurra	123.00	61.50
Lake Gregory	144.10	72.05
Lombadina	130.20	65.10
Port Hedland	90.60	45.30
Red Hill	115.80	57.90
Ringer Soak	144.10	72.05
Southern Cross	23.80	11.90
Tardun	17.40	8.70
Turkey Creek	130.20	65.10
Wyndham	120.00	60.00

(2) Except as provided in subclause (3) of this clause, an employee who has a dependant shall be paid double the allowance prescribed in subclause (1) of this clause.

(3) Where an employee

(a) is provided with board and lodging by his/her employer, free of charge; or

(b) is provided with an allowance in lieu of board and lodging such employee shall be paid 66 and two-third per cent of the allowances prescribed in subclause (1) of this clause.

(4) Subject to subclause (2) of this clause, junior employees, casual employees, part-time employees, apprentices receiving less than adult rate and employees employed for less than a full week shall receive that proportion of the location allowance as equates with the proportion that their wage for ordinary hours that week is to the adult rate for the work performed.

(5) Where an employee is on annual leave or receives payment in lieu of annual leave he/she shall be paid for the period of such leave the location allowance to which he/she would ordinarily be entitled.

(6) Where an employee is on long service leave or other approved leave with pay (other than annual leave) he/she shall only be paid location allowance for the period of such leave he/she remains in the location in which he/she is employed.

(7) (a) For the purpose of this clause "dependent" shall take on the definition as described by the Australian Taxation Office for such purposes.

(b) The income used as a dependency test shall be adjusted on 30 June each year in accordance with variations to the taxable limit for earnings for the dependent spouse rebate.

(8) Subject to the making of a General Order pursuant to section 50 of the Act, that part of each location allowance representing prices shall be varied from the beginning of the first pay period commencing on or after the 1st day of July of each year in accordance with the annual percentage change in the Consumer Price Index (excluding housing), for Perth measured to the end of the immediately preceding March quarter, the calculation to be taken to the nearest ten cents.

25.—SUPERANNUATION

(1) Employer Contributions

(a) An employer shall contribute to superannuation for each employee in accordance with federal legislation to one of the following approved superannuation funds—

(i) CONCEPT ONE—superannuation plan which was established and is governed by a trust deed and rules dated 23 September 1986, as amended; and

(ii) an exempted fund allowed by subclause (3) of this clause.

(b) Employer contributions shall be paid at least monthly for each week of service that the eligible employee completes with the employer.

(c) "Ordinary Time Earnings" means the salary or other remuneration periodically received by the employee in respect to the time worked in ordinary hours and/or any other rate paid for all purposes of this agreement to which the employee is entitled for ordinary hours of work.

(2) Fund Membership

(a) "Eligible Employee" shall mean a full-time or part-time employee who earns more than $450.00 per month.

(b) An employee shall not be eligible to join the fund until he/she has completed one month's satisfactory service. On completion of this period the employee shall be entitled to the appropriate employer contribution, from the date of the employee's commencement.

(3) Exemption

Exemptions from the requirements of this clause shall apply to an employer who at the date of this Agreement—

(a) was contributing to a superannuation fund, in accordance with an order of an industrial tribunal; or

(b) was contributing to a superannuation fund in accordance with an order, award or an agreement of an industrial tribunal, for a majority of employees and makes payment for employees covered by this Agreement in accordance with that order, award or agreement; or

(c) subject to notification to the Union, was contributing to a superannuation fund for employees covered by this Agreement where such payments are not made pursuant to an order of an industrial tribunal;

(d) was not contributing to a superannuation fund for employees covered by this Agreement; and

(i) written notice of the proposed alternative superannuation fund is given to the Union; and

(ii) contributions and benefits of the proposed alternative superannuation fund are no less than those provided by this clause; and

(iii) within one month of the notice prescribed in subparagraph (d)(i) of this subclause being given, the Union has not challenged the suitability of the proposed fund by notifying the Western Australian Industrial Relations Commission of a dispute.

(4) The employer shall provide such facilities as is appropriate to ensure that all employees are adequately informed of the provisions of the superannuation funds available.

26.—PAYMENT OF WAGES

(1) Wages shall be paid fortnightly or monthly.

(2) Accompanying each payment of wages shall be a pay advice slip to be retained by the employee. On this slip the employer shall clearly detail the employee's name, hourly rate, overtime, penalties, allowances, gross wage, deductions broken down to—

(a) taxation; and

(b) other

and the net wage.

(3) On termination of employment the employer shall pay to the employee all moneys payable to that employee before the employee leaves the premises or the same shall be forwarded to the employee by post on the following day.

27.—TIME AND WAGES RECORD

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

(a) Name of each employee.

(b) The nature of their work.

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

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

(e) The age of each junior employee.

Any system of automatic recording by machines shall be deemed to comply with this provision to the extent of the information recorded.

(2) The salary records shall be open for inspection by a duly accredited official of the Union during the usual office hours at the employer's office and the official may be allowed to take extracts therefrom.

(3) The employer may refuse the representative access to the records if—

(a) the employer is of the opinion that access to the records by the representative of the organisation would infringe the privacy of persons who are not members of the organisation; and

(b) the employer undertakes to produce the records to an Industrial Inspector within 48 hours of being notified of the requirement to inspect by the representative.

(4) The power of inspection may only be exercised by a representative of an organisation of employees authorised for the purpose in accordance with the rules of the organisation.

(5) Before exercising a power of inspection, the representative shall give reasonable notice of not less than 24 hours to an employer.

28.—RIGHT OF ACCESS, NOTICES AND INTERVIEWS

(1) Material approved by the Union will be displayed on a notice board or a mutually agreed location, which is easily accessible by employees.

(2) Every employee shall be provided with access to a copy of this Agreement by the employer.

(3) The Secretary of the Union or authorised representative will, on prior notification to the employer, have the right to enter the employer's premises during working hours, including meal breaks for the purpose of distributing information and or discussing with employees covered by this Agreement, the legitimate business of the Union and or for the purposes of investigating complaints concerning the application of this Agreement, but shall in no way unduly interfere with the work of the employees.

29.—DISPUTE SETTLING PROCEDURES

(1) The principles of conciliation and direct negotiation shall be adopted for the purpose of prevention and settlement of any questions, disputes or difficulties that may arise.

(2) The parties to the dispute shall take an early and active part in discussion and negotiation aimed at preventing or settling questions, disputes or difficulties in accordance with the agreed procedures set out hereunder.

(3) The provisions of this clause shall not preclude an employee from discussing any grievance with a Union representative or a representative of their choice as he/she deems fit. Neither shall the provisions of this clause pre-empt, limit or delay the right of the Union to enter into direct negotiations with the employer to resolve matters in dispute or to address matters of mutual concern.

(4) Procedure of Settlement of Disputes

(a) The employee and the employee's supervisor shall confer, identify the facts and where possible, resolve the issue.

(b) If not resolved, the employee and the employer shall confer and, where possible, resolve the issues.

(c) If not resolved, the parties to the dispute may confer with the parties to this Agreement on this matter, and where possible, resolve the issue.

(d) If the matter is still not settled, it may be referred to the Western Australian Industrial Relations Commission for conciliation/arbitration.

(5) Until the matter is resolved in accordance with the above procedure, the status quo shall remain. While the above procedure is being followed, no party shall be prejudiced as to the final settlement by the continuation of work in accordance with this procedure.

(6) It is acknowledged that if the dispute relates to an alleged ambiguity or uncertainty in this Agreement any party may at any time apply for variation of the Agreement to eliminate the alleged uncertainty or ambiguity.

PART III

TEACHER'S AIDES' / TEACHING ASSISTANTS

30.—HOURS

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

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

31.—WAGES

(1) The rate of wage payable to employees engaged in the classifications prescribed in Clause 32.—Classifications of this Agreement after the 22nd day of May 1997 shall be—

Step	Hourly Rate		Annual Rate	
	$	7.2%	$	7.2%
Step 1	10.04	10.76	17,020.00	18,245.44
Step 2	10.23	10.97	17,342.00	18,590.51
Step 3	10.43	11.18	17,681.00	18,954.03
Step 4	10.67	11.43	18,088.00	19,390.34
Step 5	10.96	11.75	18,580.00	19,917.76
Step 6	11.33	12.15	19,207.00	20,589.90
Step 7	11.64	12.48	19,732.00	21,152.70
Step 8	11.71	12.55	19,851.00	21,280.27
Step 9	12.02	12.89	20,377.00	21,844.14
Step 10	12.32	13.21	20,885.00	22,388.72
Step 11	12.51	13.41	21,207.00	22,733.90
Step 12	12.65	13.56	21,445.00	22,989.04
Step 13	13.25	14.20	22,469.00	24,086.77
Step 14	13.86	14.86	23,493.00	25,184.50
Step 15	14.46	15.50	24,519.00	26,284.37

Progression through the wages scale shall be by annual increment.

(2) A Teachers' Aide left in charge of pupils for a full session shall be paid at his/her ordinary rate plus 10 per cent for the period for which they are left in charge, provided that, if the period for which the employee is left in charge exceeds three days, they shall be paid at the ordinary rate plus 20 per cent for the whole period for which they are in charge, except where provided for in the Catholic Education Office Aboriginal Teaching Assistants Manual.

(3)(a)	Child Care Workers	$ (per hour)	7.2%
	First year of experience	11.82	12.67
	Second year of experience	13.00	13.94
	Third year of experience	13.63	14.61
	Fourth year of experience	14.26	15.29
	Fifth year of experience	14.90	15.97

(b) An employee left in charge of pupils for a full session or more shall be paid no less than the rate applicable to a child care worker in their fifth year of employment for the whole period they are in charge, except where provided for in the Catholic Education Office Aboriginal Teaching Assistants Manual.

(4) An employee who has had previous experience relevant to employment covered by this Agreement may have that experience taken into account in determining the "year of employment" at which an employee is appointed and paid.

(5) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the employee into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being an employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

32.—CLASSIFICATIONS

Level One

Teachers' Aides in Primary Schools, Pre-Primary Schools or Pre-schools, Teaching Assistants, Home Economic Assistants, Physical Education Assistants.

Aboriginal Teaching Assistants.

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

Enter Step 1

Exit Step 5

Level Two

Aboriginal Teaching Assistants in secondary schools.

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

Enter Step 6

Exit Step 7

Aboriginal Teaching Assistants in Primary schools who have completed the Certificate of Educational Practice or equivalent accredited course.

Step 7

Level Three

Aboriginal Teaching Assistants in secondary schools who have completed the Certificate of Educational Practice.

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

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

Aboriginal Teaching Assistants on satisfactory completion of Certificate III in Education (Aboriginal & Torres Strait Islander)

Enter Step 8

Exit Step 10

Level Four

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

Teaching Assistants who have completed Certificate IV in Education (Aboriginal and Torres Strait Islander) or Certificate in Community Teaching as specified in the Aboriginal Teaching Assistants Programme Manual.

Step 11

Employees who have completed the Child Care Certificate, Diploma of Children Services (0-5 yrs), National Nursery Examination Board Certificate or other equivalent qualifications as agreed between the Union and the employer.

Aboriginal Teaching Assistants on satisfactory completion of the second year of Aboriginal Teachers' Training Course.

Teaching Assistants who have completed the Diploma in Education (Aboriginal and Torres Strait Islander) or the Associate Diploma in Community Teaching or one year of Bachelor of Arts (Education) as specified in the Aboriginal Teaching Assistants Manual.

Teachers' Assistants who have completed the Advanced Teacher Aide Certificate Special Needs.

Step 12

Level Five

Aboriginal Teaching Assistants who have completed a Diploma in Education (Aboriginal and Torres Strait Islander) or the Associate Diploma in Education (Community Teaching) and are working in specified schools as Community Teaching Associates.

Enter Step 13

Exit Step 15

33.—VACATION LEAVE

(1) Except as hereinafter provided an employee shall be allowed the holidays granted by the school in which he/she is employed, including term and Christmas vacations, without deduction of pay.

(2) Subject to the provisions of subclause (3) of this clause, each employee shall be paid his/her ordinary wages for any day on which he/she is relieved of the obligation to present himself/herself for work.

(3) An employee who is employed to work less than the full school year shall be entitled to payment at the ordinary rate of pay for or in lieu of the term and Christmas vacation periods related to that school year on the basis of one week's pay for each four weeks which the employee was employed to actually work in the school.

PART IV

SCHOOL EMPLOYEES

34.—HOURS

(1) Subject to this Agreement, the ordinary working hours for full-time employees shall be an average of 38 hours per week, to be worked in not more than 40 hours in any week, or eight in any day and shall be worked on any five days of the week.

(2) Subject to Clause 36.—Overtime of this Agreement, the spread of shift in any one day shall not exceed 12 and a ½ hours.

(3) In addition to meal breaks, there may be one break of at least two hours in each shift for kitchen and dining room employees.

(4) As the means of working a 38 hour week, a full-time employee who works 40 hours per week, shall be entitled to payment including shift and weekend penalties for the following days on which the employee shall not be required to attend for work—

(a) Three agreed days during the first school term vacation in each year.

(b) Two agreed days during each of the other school term vacations.

(c) Five agreed days during the Christmas vacation.

(5) In lieu of the provisions of subclause (4) of this clause and notwithstanding other provisions of this Agreement and by agreement between an employer and a majority of employees covered by this Agreement at a workplace, as a means of working a 38 hour week the following may apply—

(a) with at least seven days' notice to the Union by the employer, the hours of work may be arranged so that an employee works 76 hours over nine days each fortnight with the tenth day off on full pay; or

(b) with at least seven days' notice to the Union by the employer, the hours of work may be arranged so that an employee works 152 hours over 19 days in each four week period with one day off on full pay in conjunction with other day(s) off work; or

(c) by agreement with the Union, the hours of work may be arranged so as to provide any other form of implementation of a 38 hour week.

(6) (a) A part-time employee shall be given payment for the days referred to in subclauses (4) and (5) of this clause in the proportion that the hours worked each week bear to 40. A part-time employee shall be granted the days referred to in subclauses (4) and (5) of this clause in the proportion that the number of days worked each week bears to five.

(b) By agreement in writing between the employer and the employee, a part-time employee who works 30 hours per week or less may be paid for all hours worked at the 38 hour week rate in lieu of payment for the days prescribed in subclauses (4) and (5) of this clause.

(7) Subject to the provisions of subclause (4) of this clause, during the school vacation periods the employer shall be relieved of the obligation to provide work and the employee shall not be entitled to the payment of wages in respect of any such period during which no work is performed other than any period during which the employee is on annual leave or a public holiday where the public holiday falls on a day on which the employee would normally be employed to work. Provided that the maximum period covered by this subclause shall be four weeks (20 days) in any one year.

35.—ROSTERS

(1) A roster of the working hours shall be exhibited in the office of each school/college and in such other place as it may be conveniently and readily seen by each employee concerned.

(2) Such roster shall show—

(a) the name of each employee; and

(b) the hours to be worked by each employee each day and the breaks in shifts to be taken.

(3) (a) The roster in the office shall be open for inspection by a duly accredited representative of the Union at such times and place as the record book is so open for inspection.

(b) A duly accredited representative of the Union shall be permitted to inspect the roster available to the employees not more than once in any week during the times the record book is so open for inspection.

(4) Such roster shall be drawn up in such manner as to show the hours of each employee for one week in advance of the date of the roster, and may only be altered on account of the sickness or absence of an employee, or on account of any contingency that the employer could not reasonably foresee, or due to private arrangement between the employees themselves.

36.—OVERTIME

(1) All work done outside the daily spread of hours provided in Clause 34.—Hours of this Agreement, or beyond eight hours in any one day or beyond 40 hours in any one week shall be deemed overtime.

(2) Overtime shall be paid for at the rate of time and one-half for the first two hours and double time thereafter provided that all overtime worked on Saturday and Sunday shall be paid for at the rate of double time.

(3) All work performed by any employee on his/her rostered days off or on days worked in excess of those provided in Clause 34.—Hours of this Agreement, shall be paid for at the rate of double time except where such day is a public holiday when double time and one-half shall be paid.

(4) Any employee recalled to work after his/her normal hours of duty shall be paid for a minimum of three hours at overtime rates and for all reasonable expenses incurred in returning to work.

37.—WEEKEND WORK

(1) All ordinary hours of work performed between midnight on Friday and midnight on Sunday shall be paid for at the rate of time and one-half.

(2) General Conditions

(a) Junior employees may be employed in the proportion of one junior to every two or fraction of two not being less than one adult employee employed in the same occupation, provided that this ratio may be altered by written agreement between the Union and the employee concerned.

(b) Senior employees other than the Head Groundsperson and leading hands appointed as such by the employer to be in charge of three or more other employees shall be paid $16.50 per week in addition to the rates prescribed herein.

(3) For all work done on any day after a break referred to in subclause (3) of Clause 34.—Hours of this Agreement, the employee shall be paid an allowance of $1.06 per hour for each such hour worked.

(4) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the employee into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being an employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

38.—WAGES

(1) The minimum weekly rates of wage payable from the beginning of the first pay period commencing on or after the 22nd day of May 1997 shall be—

	Minimum Hourly Rate $	7.2%	Minimum Annual Rate $	7.2%
Level 1 Cleaner	10.22	10.96	20,269.37	21,728.81
Level 2 Domestic employees including—Kitchen Attendant/Canteen Assistant House Attendant Dining Attendant Laundry Attendant Sewing Attendant	10.40	11.14	20,618.84	22,103.32
Level 3 Cooks (Other)	10.51	11.27	20,837.92	22,338.04
Level 4 Groundsperson	10.73	11.50	21,270.84	22,802.26
Level 5 First Cook Grade 1 or Cook working alone Groundsperson / Handyperson Grade 1 Sewing Supervisor	10.95	11.74	21,708.99	23,272.22
Level 6 Groundsperson / Handyperson, Grade 2 First Cook, Grade 2	11.17	11.98	22,141.92	23,735.92
Level 7 Senior Groundsperson /Handy person Tradesperson Cook	11.61	12.45	23,012.99	24,670.11
Level 8 Head Groundsperson	13.81	14.80	27,363.13	29,333.21

(2) Junior Employees: Junior employees shall receive the following percentages of the adult rate for the class of work on which they are engaged.

	%
Under 16 years of age	60
16 to 17 years of age	70
17 to 18 years of age	80

(3) General Conditions

(a) Junior employees may be employed in the proportion of one junior to every two or fraction of two not being less than one adult employee employed in the same occupation, provided that this ratio may be altered by written agreement between the Union and the employer concerned.

(b) Senior employees other than the Head Groundsperson and leading hands appointed as such by the employer to be in charge of three or more other employees shall be paid $16.50 per week in addition to the rates prescribed herein.

(4) For all work done on any day after a break referred to in subclause (3) of Clause 34.—Hours of this Agreement, the employee shall be paid an allowance of $1.06 per hour for each such hour worked.

(5) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the employee into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not

being employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

39.—CLASSIFICATIONS

Head Groundsperson: Shall mean a person in charge of the grounds of a large school who would be responsible for the supervision of all grounds staff. The person would have qualifications and/or experience in horticulture, preparation of turf wickets and lawn tennis courts, and could have the responsibility for a full size swimming pool.

Senior Groundsperson/Handyperson: Shall mean a person in charge of the grounds of a small school or section of a large school and who has completed an apprenticeship in horticulture or other relevant horticultural qualifications or who has substantial relevant experience within the horticultural or related industries to such an extent as would justify Grade 2 status. This person's duties would also consist of maintenance and minor repairs to external and internal fitments, equipment or outdoor furniture. Would have at least one full-time equivalent groundsperson under supervision. The senior groundsperson/handyperson could have responsibility for the maintenance of a swimming pool and lawn tennis courts, or equivalent levels of responsibility.

Groundsperson/Handyperson (Grade 2): Shall mean a person whose principal duties include tending a garden and grounds. This person's duties would also consist of maintenance and minor repairs to external and internal fitments, equipment or outdoor furniture. This person would work alone in a small school.

Groundsperson/Handyperson (Grade 1): Shall mean a person whose principal duties include tending a garden and grounds or part of a garden and grounds. This person's duties would also consist of maintenance and minor repairs to external and internal fitments, equipment or outdoor furniture. This person would work under the supervision.

Groundsperson: Shall mean an employee whose principal duties shall consist of tending a garden and grounds, working under supervision or working in a small school under the direction of the principal or bursar.

First Cook (Grade 2): Shall mean a person who is appointed as the senior cook in a school, who holds formal qualifications in cooking/catering or who has substantial relevant experience within the catering or related industries to such an extent as would justify Grade 2 status. A person without qualification would normally require a minimum of five years' experience to justify such status. This person could be required to supervise other staff and assist with the ordering of catering supplies.

First Cook (Grade 1): Shall mean a person appointed as First Cook or Cook Working Alone who does not have the qualifications or equivalent experience required for classification of First Cook (Grade 2).

Tradesperson Cook: Shall mean a First Cook, Grade 2 who has completed an apprenticeship in cooking, baking or pastry cooking.

40.—UNIFORMS

Where an employee is required by the employer to wear special clothing, such clothing shall be provided and laundered by the employer at his/her expense. Provided that alternative arrangements in respect of the supply and laundering of clothing may be made by agreement between an employer and the Union.

41.—PROTECTIVE CLOTHING

(1) Where employees are required to work in water they shall be supplied with rubber boots.

(2) Employees required to clean toilets, use acids, wash dishes, handle detergents, acids, soaps or injurious substances shall be provided with rubber gloves.

(3) Where the conditions of work are such that employees are unable to avoid their clothing becoming wet or dirty, they shall be supplied with suitable protective clothing free of charge by the employer.

(4) Where suitable protective clothing is supplied by the employer to an employee such clothing and footwear shall remain the property of the employer.

PART V

ADMINISTRATIVE AND TECHNICAL OFFICERS

42.—HOURS

(1) The ordinary hours of duty for a full-time employee shall be 37.5 hours per week Monday to Friday inclusive and the hours of duty per day shall be fixed by agreement between the employee and the employer. A full-time employee works a minimum of 40 weeks per year.

(2) In the absence of any agreement reached in accordance with subclause (1) of this clause, the following hours of duty shall apply—

The ordinary hours of duty shall not exceed 37.5 hours per week and shall be worked on Monday to Friday, between the hours of 8.00am and 5.00pm.

(3) The employee shall be allowed a meal break of not less than thirty minutes, nor more than one hour, to be taken between the hours of twelve noon and 2.00pm.

(4) All time worked at the direction of the employer before the usual starting time or after the usual finishing time, or beyond 7.5 hours in any one day, or outside the spread of hours as prescribed under subclause (1) or (2) of this clause, shall be deemed overtime and shall, at the discretion of the employee, be paid for at the employee's ordinary rate of pay or be given paid time off in lieu equivalent to the time worked. The time in lieu taken in accordance with this subclause shall be at such time as is agreed between the employee and the employer.

(5) During the school vacation periods or any part thereof during which an employee cannot be usefully employed, the employer shall be relieved of the obligation to provide work and the employee shall not be entitled to the payment of salary in respect of any such period during which no work is performed other than any period during which the employee is on annual leave or a public holiday where the public holiday falls on a day on which the employee would normally be employed to work. Provided that the maximum period covered by this subclause shall be eight weeks in any one year.

43.—ANNUAL LEAVE

(1) An employee who has completed 12 months' continuous service or who has been employed for a minimum of 40 weeks in a calendar year shall be entitled to a minimum of 4 weeks' paid annual leave.

(2) All time for which the school is closed due to vacation leave shall count for the purpose of determining an employee's right to payment under this clause.

(3) Leave may be taken at a time agreed to between the employer and the employee.

(4) If after four weeks' continuous service in any qualifying period an employee lawfully leaves his/her employment or his/her employment is terminated by the employer through no fault of the employee, the employee shall be paid salary in lieu of annual leave proportionate to their length of service calculated to the nearest completed week of service.

(5) If an employee's commencement is after 1 January, then, by agreement between the employer and the employee, the employee may be granted pro-rata annual leave to the end of the calendar year. Subsequent years of employment can commence on 1 January.

(6) If any award holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there shall be added to that period one day, being an ordinary working day, for each such holiday observed as aforesaid.

44.—SALARIES

(1) (a) The minimum annual salary, according to classification and experience, payable to an employee after the 22nd day of May 1997 shall be—

SALARY LEVEL	TOTAL SALARY	
	$ Per Annum	7.2%
LEVEL 1	19,751	21,173.07
	20,001	21,441.07
	20,251	21,709.07
	20,501	21,977.07
	20,751	22,245.07
	21,001	22,513.07

SALARY LEVEL	TOTAL SALARY	
	$ Per Annum	7.2%
LEVEL 2	21,751	23,317.07
	22,251	23,853.07
	22,751	24,389.07
	23,251	24,925.07
	23,751	25,461.07
	24,251	25,997.07
LEVEL 3	25,251	27,069.07
	25,851	27,712.27
	26,451	28,355.47
	27,051	28,998.67
	27,651	29,641.87
	28,251	30,285.07
LEVEL 4	26,751	28,677.07
	27,751	29,749.07
	28,751	30,821.07
	29,751	31,893.07
	30,751	32,965.07
	31,751	34,037.07

(b) On appointment an employee shall be placed at the appropriate salary level according to full-time experience and the classifications as prescribed in Clause 45.—Classifications of this Agreement.

(c) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the employee into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being an employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

(d) An employee appointed to a salary rate shall proceed by annual increments to the maximum of that classification level.

(e) If during progression through the salary steps, and within an appropriate time frame prior to the employee's next annual increment, the employer considers such increment to be inappropriate due to work performance and as such does not recommend or authorise further progression, then the employer shall state the reasons in writing to the employee concerned.

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

(ii) If the improvement required is achieved, then the employee shall then proceed to his/her appropriate salary level.

(f) An employee shall only progress from one level to another in accordance with the provisions as prescribed in Clause 45.—Classifications of this Agreement.

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

(h) For the purposes of determing weekly or fortnightly salary, the annual salaries as prescribed in subclause (1) of this clause, shall be divided by 52.16 or 26.08 respectively.

(i) Where the conditions of employment of any employee are subject to the provisions of subclause (5) of Clause 42.—Hours of this Agreement, salary shall be averaged over the period of a full year.

(2) Junior Classification

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

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

45.—CLASSIFICATIONS

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

(1) Level 1.

(a) An employee at this level requires no prior experience or formal qualifications in the performance of the job and works under direct supervision.

(b) Examples of positions which may appropriately be classified as Level 1—

General clerical assistant, switchboard operator, word processing operator, data entry operator, laboratory attendant, school secretary and any assistant employed within the terms of Clause 4.—Scope of the *Independent Schools Administrative and Technical Officers Award 1993*.

(2) Level 2.

(a) An employee at this level performs duties under general supervision, may have acquired some relevant qualifications and is competent in the performance of tasks associated within Level 1 positions.

(b) Examples of positions which may appropriately be classified as Level 2, in addition to those prescribed for Level 1, are as follows—

Library assistant, laboratory assistant, accounts clerk, word processing operator, data process operator, secretarial duties, receptionist/switchboard operator and school secretary.

(3) Level 3.

(a) An employee at this level works as a competent skilled autonomous employee and has knowledge, skills and demonstrated capacity to undertake complex tasks. The employee is likely to have TAFE/TERTIARY or equivalent qualifications.

(b) Examples of positions which may appropriately be classified as Level 3—

Technician employed in the audio visual, computer, media, library or laboratory departments and/or any other technician employed in the school, secretary, bookkeeper, computer system supervisor, senior clerk or senior computer operator, accounts, records and school secretary.

(4) Level 4.

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

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

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

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

PART VI

(BOARDING HOUSE) SUPERVISORS

46.—HOURS

(1) Subject to this Agreement, the working days and hours of duty shall be determined by written agreement between the employer, the employee and the Union.

(2) In the event of no agreement being reached in regard to hours of duty then the matter may be referred to the Western Australian Industrial Relations Commission for determination.

47.—ROSTERS

(1) The hours of duty for each employee shall be set out in a roster which shall contain the following details—

(a) the name of the employee/s;

(b) the starting and finishing times of each employee's shift, including any breaks which may be required during such shift;

(c) the day/s on which each employee is off duty.

(2) Such rosters shall be drawn up and posted one week in advance and may only be altered by agreement between the employer and the employee concerned.

(3) Where agreement cannot be reached, pursuant to subclause (2) of this clause, the employer may change the roster provided that not less than twelve hours' notice of such change is given to any employee so affected.

48.—VACATION LEAVE

(1) Except as hereinafter provided, an employee shall be allowed the holidays granted by the school in which they are employed, including term and Christmas vacations, without deductions of pay. An employee may be required for duty prior to the beginning of each term and following the end of each term for the purposes of preparing for the opening and/or closure of the boarding house.

(2) If after four weeks' continuous service in any calendar year an employee lawfully terminates employment or such employment is terminated by the employer through no fault of the employee, the employee shall be paid salary in lieu of vacation leave proportionate to the length of service. Provided that an employee who was actually engaged for all school terms in that calendar year shall be entitled to be paid for the whole of the vacation period of that year.

(3) Where an employee has been paid for leave which at the time of termination has not been fully accrued, the employer may deduct from any monies owed, that portion to which the employee is not entitled. Where the employment of an employee is terminated by the employer prior to the attainment of the accrued vacation leave, then the provisions of this subclause shall not apply.

(4) At any time in respect of which an employee is absent from work except time for which the employee is entitled to claim sick leave or leave provided for in the terms of this Agreement, shall not count for the purpose of determining the rights to vacation leave.

49.—SALARIES

(1) The minimum annual salary payable to employees after the 22nd day of May 1997 shall be as follows—

(a) Supervisor—

SALARY LEVEL	TOTAL SALARY	
	$ Per Annum	7.2%
1st year of experience	19,957	21,393.90
2nd year of experience	20,726	22,218.27
3rd year of experience	21,751	23,317.07
4th year of experience	22,776	24,415.87
5th year of experience	23,801	25,514.67
6th year of experience	24,826	26,613.47

(b) Senior Supervisor—

1st year of experience	26,364	28,262.20
Thereafter	27,901	29,909.87

(c) Houseparent—

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

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

(3) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the employee into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being an employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

50.—CLASSIFICATIONS

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

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

(3) "Relief Supervisor"—shall mean an employee employed as per the boarding house roster for a period no exceeding four weeks.

(4) "Senior Supervisor"—shall mean any employee who is responsible for the overall supervision of the boarding house.

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

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

51.—LODGING CONDITIONS

(1) Lodging facilities are to be provided free of charge for any employee required to sleep over in a boarding house.

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

52.—GENERAL CONDITIONS

The employer shall make provision for the following—

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

(2) Access by employees to telephone facilities for emergency use.

PART VII

NURSES

53.—TIME OFF DUTY

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

54.—VACATION LEAVE

(1) Except as hereinafter provided, an employee shall be allowed the leave granted by the school in which he/she is employed without deduction of pay: Provided that such leave shall be not less than six weeks during Christmas vacation nor ten days during each of the term vacations.

(2) If after one month's continuous service in any qualifying twelve monthly period an employee terminates his/her employment or his/her employment is terminated by the employer through no fault of the employee, the employee shall be paid for such proportion of vacation leave as the number of completed months of his/her service in that qualifying period bears to the full qualifying period of twelve months.

(3) Any time in respect of which an employee is absent from work except time for which he/she is entitled to claim sick leave or time spent on school holidays or vacation leave as prescribed by this clause shall not count for the purpose of determing his/her rights to paid leave.

(4) An employee who is justifiably dismissed for misconduct shall not be entitled to the benefits of the provisions of this clause.

(5) No employee shall, during any period when he/she is on leave engage in any employment for hire or reward in substitution for the employment from which he/she is on leave, and if an employee breaches this provision he/she shall thereupon forfeit his/her right of leave upon which he/she has entered, and the employer shall be entitled to withhold any further payment in respect of the period and to reclaim payments already made on account of such period of leave.

(6) This clause shall not apply to casual employees.

55.—WAGES

(1) The minimum rate of wages payable to employees covered by this Agreement after the 22nd day of May 1997 shall be as follows—

	HOURLY RATE		TOTAL RATE		ANNUAL RATE
		7.2%	$ Per Week	7.2%	$
1st Year	12.83	13.75	487.60	522.70	27,264.03
2nd Year	13.45	14.41	511.10	547.89	28,577.94
3rd Year	14.07	15.08	534.70	573.19	29,897.59
4th Year	14.69	15.74	558.30	598.49	31,217.23
5th Year	15.31	16.41	581.90	623.79	32,536.88
6th Year	15.93	17.07	605.50	649.09	33,856.53
7th Year	16.55	17.74	629.00	674.28	35,170.44
8th Year	17.17	18.40	652.60	699.58	36,490.09

(2) Progression through the abovementioned scale shall be by annual increments.

(3) Where an employee is appointed to the position of Nurse, previous relevant nursing experience in an independent school or at a similar level, shall be taken into account in determining the appropriate incremental level. Experience shall include time spent in relevant post basic courses.

(4) Nurse shall mean one who is registered or entitled to be registered as a general trained nurse in Western Australia under the *Nurses Act, 1968—1980.*

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

(6) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the nurse into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being an employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

56.—LAUNDRY AND UNIFORMS

(1) Where an employee is required by the employer to wear a special uniform, sufficient uniforms shall be provided at the employer's expense. In lieu of providing uniforms, the employer shall pay an allowance of $4.70 per week to the employee.

(2) Uniforms shall be a laundered free of cost to employees. Where the uniforms of an employee cannot be laundered by the school an allowance of $1.50 per week shall be paid to the employee.

(3) For the purpose of this paragraph a uniform shall be deemed to be "required" unless the employer advises the employee that the wearing of uniforms is not a condition of employment.

57.—BOARD AND LODGING

(1) The charge for full board and lodging provided to an employee by the employer shall be $9.00 per night.

(2) Where the employer provides meals only to an employee the following charges shall apply—

	$
Lunch and dinner	3.50
Breakfast	2.00

(3) An accredited representative of The Australian Nursing Federation, Industrial Union of Workers, Perth, shall be entitled to inspect such food and accommodation at reasonable times.

(4) An employee shall not be charged for board and lodging when absent from the school for more than one day on annual leave, sick leave, long service or leave without pay.

(5) By agreement with the employee the amounts prescribed in subclauses (1) and (2) of this clause may be deducted from the salary of the employee.

(6) Future increases in board and lodging charges shall be adjusted in accordance with increases awarded under the current principles of wage fixation.

APPENDIX A

PARTIES BOUND

Employer Party

The Roman Catholic Archbishop of Perth Inc
St Mary's Cathedral
Victoria Square
Perth WA 6000

Union Parties

Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch
61 Thomas Street
Subiaco WA 6008

The Australian Nursing Federation, Industrial Union of Workers Perth
Level 2
322 Hay Street
Subiaco WA 6008

The Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers
143 Edward Street
East Perth WA 6004

APPENDIX B

AWARDS

Independent Schools Administrative and Technical Officers Award 1993, No. A 15 of 1991

Independent Schools (Boarding House) Supervisory Staff Award, No. A 9 of 1990

Nurses' (Independent Schools) Award, No. 21B of 1962

School Employees (Independent Day & Boarding Schools) Award, 1980, No. R7 of 1979

Teachers' Aides' (Independent Schools) Award 1988, No. A27 of 1987

ENDORSEMENTS

Signed for and on behalf of—

The Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers—T. Howe

The Australian Nursing Federation, Industrial Union of Workers, Perth—H.G. Atrill

Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch—H. Creed

The Roman Catholic Archbishop of Perth Inc—B.J. Hickey

THE ROMAN CATHOLIC BISHOP OF BROOME NON-TEACHING STAFF ENTERPRISE BARGAINING AGREEMENT 1997.

No. AG 315 of 1997.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Roman Catholic Bishop of Broome

and

The Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch and Others.

No. AG 315 of 1997.

The Roman Catholic Bishop of Broome Non-Teaching Staff Enterprise Bargaining Agreement 1997.

17 December 1997.

Order.

HAVING heard Ms A.M. Britto on behalf of the applicant and Ms D. MacTiernan on behalf of the Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch, Mr A. Dzieciol on behalf of the Australian Nursing Federation, Industrial Union of Workers, Perth and Ms T.I. Howe on behalf of the Independent Schools Salaried Officers Association of Western Australia, Industrial Union of Workers, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1997, hereby orders—

THAT The Roman Catholic Bishop of Broome Non-Teaching Staff Enterprise Bargaining Agreement 1997 filed in the Commission on the 31st day of October 1997 and as subsequently amended by the parties be registered on and from the 5th day of December 1997.

(Sgd.) A.R. BEECH,
[L.S.] Commissioner.

Schedule.

PART I

PARAMETERS

1.—TITLE

This Agreement shall be known as "The Roman Catholic Bishop of Broome Non-Teaching Staff Enterprise Bargaining Agreement 1997".

2.—ARRANGEMENT

Part I Parameters
1. Title
2. Arrangement
3. Term
4. Parties To The Agreement
5. Scope
6. Definitions
7. Objectives
8. No Reduction
9. No Extra Claims

Part II General Conditions of Service
10. Contract of Service
11. Other Leave
12. Leave Without Pay
13. Sick Leave
14. Family Leave
15. Parental Leave
16. Long Service Leave
17. Annual Leave Loading
18. Public Holidays
19. Casual Employees
20. Part-Time Employees
21. Higher Duties
22. Rest Pauses and Meal Breaks
23. Travelling and Motor Vehicle Allowances
24. Location Allowances
25. Superannuation
26. Payment of Wages
27. Time And Wages Record
28. Right of Access, Notices and Interviews
29. Dispute Settling Procedures

Part III Teacher's Aides' / Teaching Assistants
30. Hours
31. Wages
32. Classifications
33. Vacation Leave

Part IV School Employees
34. Hours
35. Rosters
36. Overtime
37. Weekend Work
38. Wages
39. Classifications
40. Uniforms
41. Protective Clothing

Part V Administrative and Technical Officers
42. Hours
43. Annual Leave
44. Salaries
45. Classifications

Part VI (Boarding House) Supervisors
46. Hours
47. Rosters
48. Vacation Leave
49. Salaries
50. Classifications
51. Lodging Conditions
52. General Conditions

Part VII Nurses
53. Time Off Duty
54. Vacation Leave
55. Wages
56. Laundry and Uniforms
57. Board and Lodging

Appendix A—Parties Bound
Appendix B—Awards
Endorsements

3.—TERM

(1) This Agreement shall—

(a) come into effect on the 5th December 1997;

(b) expire on the 31st day of December 1998.

(2) The parties have agreed to review the rates of pay by the 1st day of January 1998.

4.—PARTIES TO THE AGREEMENT

This Agreement is made between the employer set out in Appendix A—Parties Bound and the registered organisations of employees listed in Appendix A—Parties Bound.

5.—SCOPE

(1) This Agreement shall apply to those employees as defined in Clause 6.—Definitions of this Agreement employed by the employer as prescribed in Appendix A—Parties Bound.

(2) Where there is any inconsistency between this Agreement and the relevant award, this Agreement will apply to the extent of the inconsistency.

(3) Except as provided by this Agreement, the conditions of employment of non-teaching staff employed in Catholic Schools in Western Australia will be in accordance with the following awards—

Independent Schools Administrative and Technical Officers Award 1993;

School Employees (Independent Day & Boarding Schools) Award, 1980;

Teachers' Aides' (Independent Schools) Award 1988;

Independent Schools (Boarding House) Supervisory Staff Award

Nurses' (Independent Schools) Award.

(4) The number of employees covered by this Agreement is 133.

6.—DEFINITIONS

This Enterprise Bargaining Agreement covers the following classifications—

Teacher's Aides' / Teaching Assistants as defined in Part III, Clause 32.—Classifications of this Agreement;

School Employees as defined in Part IV, Clause 39.—Classifications of this Agreement;

Administrative and Technical Officers as defined in Part V, Clause 45.—Classifications of this Agreement;

(Boarding House) Supervisors as defined in Part VI, Clause 50.—Classifications of this Agreement;

Nurses as defined in Part VII, Clause 55.—Wages of this Agreement.

7.—OBJECTIVES

(1) The objectives of this Agreement are—

(a) To consolidate and develop further, initiatives arising out of the enterprise bargaining process.

(b) To maintain a just working environment in which education can be provided in harmony with the aims, objectives and philosophy of Catholic Education.

(c) To provide some consistency regarding general conditions of employment that exist for the different categories of non-teaching staff employed within Catholic schools.

(2) In pursuit of these objectives the parties are committed to further negotiations to simplify classification structures and examining the possibility of a generic classification structure.

8.—NO REDUCTION

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

9.—NO EXTRA CLAIMS

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

PART II

GENERAL CONDITIONS OF SERVICE

10.—CONTRACT OF SERVICE

(1) (a) Each employee shall, upon engagement, be given a letter of appointment wherein the general conditions of employment are stated.

(b) This shall include statements of—

(i) the classification;

(ii) the salary step relevant to the appointment;

(iii) the number of hours per week;

(iv) the weeks per year the employee is engaged for;

(v) whether the position is temporary; and/or

(vi) any other matter specific to the contract.

(2) The letter of appointment shall not contain any provision which is inconsistent with or contrary to any provision of this Agreement and/or the Award.

(3) (a) Except in the case of a casual/relief employee, the termination of service of any employee shall require a minimum of 2 weeks' notice by either party.

(b) Provided that the requirements of this subclause may be waived in part or in whole by mutual agreement between the employee and employer. Any request to waive such notice shall not be unreasonably withheld by the employer, where it is deemed that the employee has not been able to give the required notice through no fault of their own.

(c) Subject to the provisions of this subclause, failure to give the required notice shall make either party liable for the payment to the other party of an amount equivalent to the period of notice not given.

(d) The employer reserves the right to withhold or recover an amount equivalent to the period of notice not given. However, approval must be obtained from the Director of Catholic Education before such action is proceeded with.

(4) A temporary employee shall be employed in a part-time or full-time capacity for a period greater than four weeks' continuous service, and not more than a period of 12 months' continuous service.

(5) Where the period of employment of a casual employee exceeds five days the notice of termination of service shall be one day. Where the employment is for five days or less the engagement shall be considered to be a specific period and notice shall not be required.

(6) A part-time employee shall have an entitlement to sick leave, long service leave and annual leave on a pro-rata basis in the proportion of which his/her hours and/or weeks worked bear to the hours and/or weeks worked of a full-time employee.

(7) Upon termination a statement of service and a separate reference when requested by the employee shall be provided to the employee by the employer.

(8) Nothing within this clause detracts from the employer's right to dismiss summarily any employee for serious misconduct, in which case salary and entitlements shall be paid up to the time of dismissal only.

(9) The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Agreement, provided that such duties are not designed to promote de-skilling.

11.—OTHER LEAVE

(1) Bereavement Leave

(a) An employee shall, on the death of a member of the immediate family, be entitled to paid leave up to and including the day of the funeral of such relation, for a period of up to two days not exceeding the number of hours which would have been worked by the employee in that time. Proof of such death shall be furnished by the employee to the satisfaction of the employer.

(b) Provided that payment in respect of bereavement leave is to be made only where the employee otherwise would have been on duty and shall not be granted in any case where the employee concerned would have been off duty in accordance with the roster, or on long service leave, vacation leave, or on sick leave, or on workers' compensation, or on authorised leave without pay or on a public holiday.

(2) Examination Leave

An employee shall be granted sufficient time off with pay to travel to and sit for the examinations of any approved course of study.

12.—LEAVE WITHOUT PAY

(1) While an employee has the right to apply for leave without pay the granting of such leave is at the discretion of the employer.

(2) An employee applying for leave under this clause must state the period of such leave and the reason for which the leave is being sought.

(3) Leave without pay does not constitute a break in service but shall not count in calculating the period of service for any purpose of this Agreement unless where otherwise provided for in this Agreement.

(4) If an employee is granted leave without pay the question of the employee's specific duties on return to work should be considered before the granting of such leave and any arrangements made documented. If no prior arrangement is made, an employee, upon return to service shall be entitled to a position commensurate with the position held immediately prior to the commencement of such leave.

(5) The maximum period for which leave is granted under this clause shall be one year.

13.—SICK LEAVE

(1) (a) An employee shall be entitled to payment for non attendance on the ground of personal ill health or injury at the rate of ten (10) days per year, from the beginning of each year. For those employees who commence work at anytime throughout the year a pro-rata entitlement will apply.

(b) The unused portion of the entitlement prescribed in paragraph (a) of this subclause in any accruing year shall accumulate and may be availed of in the next or any succeeding year.

(c) Where an employee's employment is terminated prior to the end of the school year, the calculation for pro-rata entitlement of sick leave will be based on one sixth of a week for each completed month of service with the employer. Where an employee has utilised sick leave in excess of this entitlement the employer may deduct the excess portion from the final payment of wages to the employee.

(d) Where an employee's employment is terminated by the employer through no fault of the employee the provisions of paragraph (c) of this subclause shall not apply.

(e) An employee shall upon request to their employer be advised of their unused portion of sick leave. Where an employee has utilised sick leave in excess of their entitlement, they shall be advised of the provisions of paragraph (c) of this subclause.

(2) This clause shall not apply where the employee is entitled to compensation under the *Workers' Compensation and Rehabilitation Act 1981*.

(3) (a) Sick leave shall be granted provided the application is supported by a certificate from a legally qualified and registered medical practitioner stating the period during which the employee is unfit for duty.

(b) The employer shall not be entitled to a medical certificate for absences of less than three consecutive working days unless the total of such absences exceeds five days in any one accruing year.

(4) No payment shall be made for any absence due to the employee's wilful misconduct.

14.—FAMILY LEAVE

(1) Use of sick leave

(a) An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill. Such leave shall not exceed five (5) days in any calendar year and is not cumulative.

(b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

(c) The entitlement to use sick leave is subject to—

(i) the employee being responsible for the care of the person concerned; and

(ii) the person concerned being either—

(aa) a member of the employee's immediate family; or

(bb) a member of the employee's household.

(iii) the term "immediate family" includes—

(aa) a spouse (including a former spouse), of the employee; and

(bb) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

(iv) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(2) Use of unpaid leave

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill.

15.—PARENTAL LEAVE

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

(1) Maternity Leave

(a) Nature of leave

Maternity leave is unpaid leave.

(b) Definitions

For the purposes of this clause—

(i) Employee includes a part-time employee but does not include an employee engaged upon casual or seasonal work.

(ii) Paternity leave means leave of the type provided for in subclause (2) of this clause whether prescribed in an award or otherwise.

(iii) Child means a child of the employee under the age of one year.

(iv) Spouse includes a former spouse.

(v) Continuous service means service under an unbroken contract(s) of employment and includes—

(aa) any period of leave taken in accordance with this clause;

(bb) any period of leave or absence authorised by the employer or by the award.

(c) Eligibility for maternity leave

(i) An employee who becomes pregnant, upon production to her employer of the certificate required by subclauses (1)(d) and (1)(i) of this clause, shall be entitled to a period of up to fifty two (52) weeks' maternity leave provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of paternity leave taken by the employee's spouse in relation to the same child and apart from paternity leave of up to one week at the time of confinement shall not be taken concurrently with paternity leave.

(ii) Subject to subclauses (1)(d) and (1)(i) of this clause the period of maternity leave shall be unbroken and shall, immediately following confinement, include a period of six weeks' compulsory leave.

(iii) The employee must have had at least twelve (12) months' continuous service within Catholic Education immediately preceding the date upon such leave.

(d) Certification

At the time specified in subclause (1)(c) of this clause the employee must produce to her employer—

(i) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;

(ii) an agreement shall exist where for the period of maternity leave she will not engage in any act inconsistent with her contract of employment.

(e) Notice requirements

(i) An employee shall, not less than ten (10) weeks prior to the presumed date of confinement, produce to her employer the certificate referred to in subclause (1)(d)(i) of this clause.

(ii) An employee shall give not less than four (4) weeks' notice in writing to her employer of the date upon which she proposes to commence maternity leave stating the period of leave to be taken.

(iii) An employer by not less than fourteen (14) days' notice in writing to the employee may require her to commence maternity leave at any time within the six (6) weeks immediately prior to her presumed date of confinement. The employee may work within this period provided they produce a certificate from a

registered medical practitioner stating that they are fit to do so.

(iv) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with subclause (1)(e)(ii) of this clause if such failure is occasioned by the confinement occurring earlier than the presumed date.

(f) Transfer to a safe job

(i) Where in the opinion of a duly registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

(ii) If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to, take leave for such period as is certified necessary by a registered medical practitioner. Such leave shall be treated as maternity leave for the purposes of subclauses (1)(j), (1)(k), (1)(l) and (1)(m) of this clause.

(g) Variation of Period of Maternity Leave

(i) The period of maternity leave may be lengthened once only by the employee giving not less than fourteen (14) days' notice in writing stating the period by which the leave is to be lengthened.

(ii) The period may be further lengthened by agreement between the employer and the employee, in accordance with the provisions outlined in Clause 12.—Leave Without Pay of this Agreement.

(iii) The period of maternity leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(h) Cancellation of Maternity Leave

(i) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.

(ii) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the employer which shall not exceed four weeks from the date of notice in writing by the employee to the employer that she desires to resume work.

(i) Special Maternity Leave and Sick Leave

(i) Where the pregnancy of a employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then—

(aa) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work; or

(bb) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a registered medical practitioner certifies as necessary before her return to work.

(ii) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed the period to which the employee is entitled under subclause (1)(c) of this clause.

(iii) For the purposes of subclauses (l)(j), (l)(k) and (l) (l) of this clause, maternity leave shall include special maternity leave.

(iv) An employee returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave, or in the case of an employee who was transferred to a safe job pursuant to subclause (l)(f) of this clause, to the position she held immediately before such transfer.

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

(j) Maternity Leave and Other Leave Entitlements

(i) Provided the aggregate of any leave, including leave taken under this clause, does not exceed the period to which the employee is entitled under subclause (1)(c) of this clause an employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part to which she is entitled.

(ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during her absence on maternity leave.

(k) Effect of Maternity Leave on Employment

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

(l) Termination of Employment

(i) An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this Agreement.

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

(m) Return to Work After Maternity Leave

(i) An employee shall confirm her intention of returning to her work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.

(ii) An employee, upon returning to work after maternity leave or the expiration of the notice required by subclause (l)(m)(i) of this clause, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (l)(f) of this clause to the position which she held immediately before such transfer.

(iii) Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, she shall be entitled to a position

as nearly comparable in status and salary or wage to that of her former position.

(n) Replacement Employees

(i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.

(ii) Before an employer engages a replacement employee, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

(iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

(iv) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

(2) Paternity Leave

(a) Nature of Leave

Paternity leave is unpaid leave.

(b) Definitions

For the purposes of this clause—

(i) Employee includes a part-time employee but does not include an employee engaged upon casual or seasonal work.

(ii) Paternity leave means leave of the type provided for in subclause (1) of Clause 15.—Parental Leave of this Agreement (and includes special paternity leave) whether prescribed in an award or otherwise.

(iii) Child means a child of the employee or the employee's spouse under the age of one year.

(iv) Spouse includes a former spouse.

(v) Primary care-giver means a person who assumes the principal role of providing care and attention to a child.

(vi) Continuous service means service under an unbroken contract(s) of employment and includes—

(aa) any period of leave taken in accordance with this clause;

(bb) any period of leave or absence authorised by the employer or by the award.

(c) Eligibility for paternity leave

A male employee, upon production to his employer of the certificate required by subclause (2)(d) of this clause shall be entitled to one or two periods of paternity leave, the total of which shall not exceed 52 weeks, in the following circumstances—

(i) an unbroken period of up to one week at the time of confinement of his spouse;

(ii) a further unbroken period of up to 51 weeks in order to be the primary care-giver of a child provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of maternity leave taken by the employee's spouse in relation to the same child and shall not be taken concurrently with that maternity leave;

(iii) The employee must have had at least 12 months' continuous service within Catholic Education immediately preceding the date which he proceeds upon either period of leave.

(d) Certification

At the time specified in subclause (2)(c) of this clause the employee must produce to his employer—

(i) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement or states the date on which the birth took place;

(ii) in relation to any period to be taken under subclause (2)(c)(ii) of this clause an agreement shall exist stating—

(aa) he will take that period of paternity leave to become the primary care-giver of a child;

(bb) particulars of any period of maternity leave sought or taken by his spouse; and

(cc) that for the period of paternity leave he will not engage in any act inconsistent with his contract of employment.

(e) Notice requirements

(i) An employee shall, not less than ten (10) weeks prior to each proposed period of leave, give the employer notice in writing stating the dates on which he proposed to start and finish the period or periods of leave.

(ii) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with subclause (2)(e)(i) of this clause if such failure is due to—

(aa) the birth occurring earlier than the expected date; or

(bb) the death of the mother of the child; or

(cc) other compelling circumstances.

(iii) The employee shall immediately notify his employer of any change in the information provided pursuant to subclause (2)(d) of this clause.

(f) Variation of Period of Paternity Leave

(i) The period of paternity leave may be lengthened once only by the employee giving not less than fourteen (14) days' notice in writing stating the period by which the leave is to be lengthened;

(ii) The period may be further lengthened by agreement between the employer and the employee, in accordance with the provisions outlined in Clause 12.—Leave Without Pay of this Agreement.

(iii) The period of paternity leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(g) Cancellation of Paternity Leave

Paternity leave, applied for under subclause (2)(c)(ii)(aa) of this clause but not commenced, shall be cancelled when the pregnancy of the employee's spouse terminates other than by the birth of a living child.

(h) Paternity Leave and Other Leave Entitlements

(i) Provided the aggregate of any leave, including leave taken under this clause, does not exceed the period to which the employee is entitled under subclause (2)(c) of this clause an employee may, in lieu of or in conjunction with paternity leave, take any annual leave or long service leave or any part to which he is entitled.

(ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during his absence on paternity leave.

(i) Effect of Paternity Leave on Employment

Subject to this clause, notwithstanding any award, or other provision to the contrary, absence on paternity leave shall not break the continuity of service of an employee but shall not be taken into account in

calculating the period of service for any purpose of any relevant award or agreement.

(j) Termination of Employment

(i) An employee on paternity leave may terminate his employment at any time during the period of leave by notice given in accordance with this Agreement.

(ii) An employer shall not terminate the employment of an employee on the ground of his absence on paternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(k) Return to Work after Paternity Leave

(i) An employee shall confirm his intention of returning to his work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of paternity leave provided by subclause (2)(c)(ii) of this clause.

(ii) An employee, upon returning to work after paternity leave or the expiration of the notice required by subclause (2)(c)(i) of this clause, shall be entitled to the position which he held immediately before proceeding on paternity leave.

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

(l) Replacement Employees

(i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on paternity leave.

(ii) Before an employer engages a replacement employee, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

(iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising his rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

(iv) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

(3) Adoption Leave

(a) Nature of Leave

Adoption leave is unpaid leave.

(b) Definitions

For the purposes of this clause—

(i) Employee includes a part-time employee but does not include any employee engaged upon casual or seasonal work.

(ii) Child means a person under the age of five years who is placed with the employee for the purpose of adoption, other than a child or stepchild of the employee or of the spouse of the employee of a child who has previously lived continuously with the employee for a period of six months.

(iii) Relative Adoption occurs where a child, as defined, is adopted by a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

(iv) Primary care-giver means a person who assumes the principal role of providing care and attention to a child.

(v) Spouse includes a former spouse.

(vi) Continuous service means service under an unbroken contract(s) of employment and includes—

(aa) any period of leave taken in accordance with this clause;

(bb) any period of leave or absence authorised by the employer or by the award.

(c) Eligibility for adoption leave—

An employee, upon production to the employer of the documentation required by subclause (3)(d) of this clause, shall be entitled to one or two periods of adoption leave, the total of which shall not exceed 52 weeks, in the following circumstances—

(i) an unbroken period of up to three weeks at the time of placement of the child;

(ii) a further unbroken period of up to 52 weeks from the time of the placement in order to be the primary care-giver of a child. This leave shall not extend beyond one year after the placement of the child and shall not be taken concurrently with adoption leave taken by the employee's spouse in relation to the same child. The entitlement of up to 52 weeks shall be reduced by—

(aa) any period of leave taken pursuant to subclause (3)(c)(i) of this clause; and

(bb) the aggregate of any periods of adoption leave taken or to be taken by the employee's spouse.

(ii) the employee must have had at least 12 months' continuous service within Catholic Education immediately preceding the date which he or she proceeds on such leave in either case.

(d) Certification

(i) Before taking adoption leave the employee must produce to the employer—

(aa) A statement from the adoption agency or other appropriate body of the presumed date of placement of the child with the employee for the adoption purposes; or

(bb) A statement from the appropriate government authority confirming that the employee is to have custody of the child pending an application for an adoption order.

(ii) In relation to any period to be taken under subclause (3)(c)(ii) of this clause, an agreement shall exist stating—

(aa) the employee is seeking adoption leave to become the primary care-giver of the child;

(bb) particulars of any period of adoption leave sought or taken by the employee's spouse; and

(cc) that for the period of adoption leave the employee will not engage in any act inconsistent with his/her contract of employment.

(e) Notice requirements

(i) Upon receiving notice of approval for adoption purposes, an employee shall notify the employer of such approval and within 2 months of such approval shall further notify the employer of the period or periods of adoption leave the employee proposes to take. In the case of relative adoption the employee shall notify as aforesaid upon deciding to take the child into custody pending an application for adoption.

(ii) An employee shall not be entitled to adoption leave unless the employee has not less than 12 months continuous service with the employer immediately preceding the date upon which he/she proceeds upon such leave.

(iii) An employee shall, as soon as the employee is aware of the presumed date of placement of a child for adoption purposes but no later than 14 days before such placement give notice in writing to the employer of such date, and of the date of the commencement of any period to be taken under subclause (3)(c)(i) of this clause.

(iv) An employee shall, ten weeks before the proposed date of commencing any leave to be taken under subclause (3)(c)(ii) of this clause give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.

(v) An employee shall not be in breach of this clause, as a consequence of failure to give the stipulated period of notice in accordance with subclauses (3)(e)(iii) and (3)(e)(iv) of this clause if such failure is occasioned by the requirement of an adoption agency to accept earlier or later placement of a child, the death of the spouse or other compelling circumstances.

(f) Variation of Period of Adoption Leave

(i) the period of adoption leave may be lengthened once only by the employee giving not less than fourteen (14) days' notice in writing stating the period by which the leave is to be lengthened;

(ii) the period may be further lengthened by agreement between the employer and the employee, in accordance with the provisions outlined in Clause 12.—Leave Without Pay of this Agreement;

(iii) the period of adoption leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(g) Cancellation of Adoption Leave

(i) Adoption leave, applied for but not commenced, shall be cancelled should the placement of the child not proceed.

(ii) Where the placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue, the employee shall notify the employer forthwith and the employer shall nominate a time not exceeding four weeks from receipt of notification for the employee's resumption of work.

(h) Special Leave

The employer shall grant to any employee who is seeking to adopt a child, such unpaid leave not exceeding two days, as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee the employer may require the employee to take such leave in lieu of special leave.

(i) Adoption Leave and Other Leave Entitlements

(i) Provided the aggregate of any leave, including leave taken under this clause, does not exceed the period to which the employee is entitled under subclause (3)(c) of this clause, an employee may, in lieu of or in conjunction with adoption leave, take any annual leave or long service leave or any part to which he or she is entitled.

(ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during the employee's absence on adoption leave.

(j) Effect of Adoption Leave on Employment

Subject to this clause, notwithstanding any award, or other provision to the contrary, absence on adoption leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

(k) Termination of Employment

(i) An employee on adoption leave may terminate the employment at any time during the period of leave by notice given in accordance with this Agreement.

(ii) An employer shall not terminate the employment of an employee on the ground of the employee's application to adopt a child or absence on adoption leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(l) Return to Work After Adoption Leave

(i) An employee shall confirm the intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of adoption leave provided by subclause (3)(c) of this clause.

(ii) An employee, upon returning to work after adoption leave shall be entitled to the position held immediately before proceeding on such leave.

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

(m) Replacement Employees

(i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on adoption leave.

(ii) Before an employer engages a replacement employee, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

(iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising his/her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

(iv) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

16.—LONG SERVICE LEAVE

(1) Subject to subclause (3) of this clause, an employee who has completed ten years' continuous service with the employer shall be entitled to ten weeks' long service leave. For each subsequent period of ten years' service an employee shall be entitled to an additional ten weeks' long service leave.

(2) In calculating an employee's entitlement under this clause, continuous service with the employer prior to the 1st day of January 1997 shall be taken into account in the following manner—

(a) In the case of an employee who has already accrued an entitlement to long service leave with the employer prior to the 1st day of January, 1997, the employee shall continue to accrue subsequent entitlements to long service leave in accordance with the provisions of subclause (1) of this clause.

(b) In the case of an employee who, at the 1st day of January 1997, had not accrued an entitlement to long service leave, the employee's entitlement shall be calculated on the following basis—

For any period of continuous employment prior to the 1st day of January 1997, an amount calculated on the basis of 13 weeks' long

service leave on full pay for each 15 years of continuous service, in accordance with the relevant award.

(c) In the case of an employee covered by the *Independent Schools Administrative and Technical Officers Award 1993* who, at the 1st day of January 1993, had not accrued an entitlement to long service leave, the employee's entitlement shall be calculated on the following basis—

For any period of continuous employment prior to the 1st day of January 1993, an amount calculated on the basis of 13 weeks' long service leave on full pay for each 15 years of continuous service.

(d) In the case of employees who have worked less than full-time during the accrual period, long service leave shall be paid at the rate of the average of hours worked over the accrual period.

(3) The expression "continuous service" includes any period during which the employee is absent on full pay from their duties, but does not include—

(a) Any period exceeding two weeks during which the employee is absent on leave without pay. In the case of leave without pay which exceeds eight weeks in a continuous period, the entire period of that leave is excised in full;

(b) Any service of an employee who resigns or is dismissed, other than service prior to such resignation or prior to the date of any offence in respect of which they are dismissed by the employer, when that prior service has actually entitled the employee to long service leave under this clause.

(4) Any entitlement to annual leave that falls due during the period of long service leave shall be recognised as extra leave and not included in the long service leave.

(5) Any public holiday which occurs during the period an employee is on long service leave shall be treated as part of the long service leave and extra days in lieu thereof shall not be granted.

(6) Where an employee has become entitled to a period of long service leave in accordance with this clause, the employee shall commence such leave as soon as possible after the accrual date, or in a manner mutually agreed between the employer and employee.

(7) Payment for long service leave shall be made;

(a) in full before the employee goes on leave, or

(b) by the normal fortnightly payment intervals; or

(c) by agreement between the employee and the employer.

(8) Where an employee has completed at least 7 years' service but less than 10 years' service and employment is terminated—

(a) by their death;

(b) in any circumstances, other than serious misconduct,

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

(9) In the case to which subclause (8) of this clause applies and in any case in which the employment of the employee who has become entitled to leave hereunder is terminated before such leave is taken or fully taken the employer shall, upon termination of employment otherwise than by death, pay to the employee and upon termination by death, pay to the personal representative of the employee upon request by the personal representative, a sum equivalent to the amount which would have been payable in respect of the period of leave to which they are entitled or deemed to have been entitled and which would have been taken but for termination. Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.

17.—ANNUAL LEAVE LOADING

(1) An annual leave loading shall be included in the final payment of ordinary wages made in December of each year to employees who have become entitled to annual leave in accordance with this Agreement.

(2) Subject to the annual leave or vacation leave provisions in Parts I through to VI of this Agreement, the annual leave loading shall be 17.5 per cent of four weeks' wages at the rate of pay applicable at the time of payment.

(3) If an employee commences after the beginning of first term in a calendar year then the leave loading shall be paid, proportionate to the length of service in that year, in December of that year, provided that the employee's contract of employment is continuing into the next calendar year.

18.—PUBLIC HOLIDAYS

(1) The following days, or the days observed in lieu shall, subject to subclause (3) of this clause, be allowed as holidays without deduction of pay namely: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day.

(2) (a) When any of the days mentioned in the subclause (1) of this clause falls on a Saturday or a Sunday the holidays shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or a Monday the holiday shall be observed on the next succeeding Tuesday.

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

(b) When any of the days observed as a holiday under this clause falls on a day when a school employee (see Part IV—Clause 39.—Classifications of this Agreement) is rostered off duty and is a day that the employee would normally have worked and he/she has not been required to work on that day, he/she shall be paid as if the day was an ordinary working day, or if he/she agrees, be allowed a day's leave with pay in lieu of the holiday at a time mutually acceptable to the employer and the employee.

(3) An employee who, on a day observed as a holiday under this clause is required to work during his/her ordinary hours of work shall be paid for the time worked at the rate of 2.5 times their ordinary rate or, if he/she agrees, be paid for the time worked at the rate of time and one-half and in addition be allowed to take a day's leave with pay on a day mutually acceptable to the employer and the employee.

(4) The provisions of this clause shall not apply to casual employees.

19.—CASUAL EMPLOYEES

(1) A casual employee shall be engaged on an hourly contract of service with a minium payment of

(a) 2 hours; or

(b) 4 hours for school employees; or

(c) 1 day for an employee as defined in Clause 45.—Classifications of this Agreement.

(2) A casual employee shall be paid 20 per cent in addition to the rates prescribed for the work performed.

(3) A casual employee shall be paid for all work performed on any of the days prescribed in subclause (1) of Clause 18.—Public Holidays of this Agreement at the rate of double time and one-half.

(4) A casual employee is defined as an employee who is not employed on a regular basis and who is engaged by the employer for a period not exceeding four weeks in duration.

20.—PART-TIME EMPLOYEES

(1) Notwithstanding anything contained in this Agreement, employees may be regularly employed to work less hours per week or weeks per year than are prescribed in the applicable clauses of this Agreement, and such employees shall be remunerated at a weekly rate pro-rata to the rate prescribed for the classification of work on which they are engaged in the proportion which their hours of work bear to the Hours clause of this Agreement, for their classification and level of work.

(2) When an employee is employed under the provisions of this clause, he/she shall receive payment for annual/vacation leave, and sick leave on a pro-rata basis in the same proportion as the number of hours regularly worked each week bears to a full-time employee of the same classification.

21.—HIGHER DUTIES

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

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

22.—REST PAUSES AND MEAL BREAKS

(1) All employees shall be allowed a tea break of 10 minutes daily between the second and third hour from starting time each day. Such tea break shall be counted as time worked: provided that such employees responsible for supervising children continue such supervision during the said tea break.

(2) All employees shall be allowed a meal break of not less than 30 minutes nor more than one hour between the hours of 12.00 noon and 2.00pm. Such time shall not count as time worked.

(3) For employees classified in Part VI of this Agreement who are rostered on duty during meal times shall be entitled to a meal and shall be allowed sufficient time to have such meal.

23.—TRAVELLING AND MOTOR VEHICLE ALLOWANCES

(1) Where an employee is required and authorised to use his/her own motor vehicle in the course of his/her duties he/she shall be paid an allowance not less than that provided for in the schedules set out hereunder. Notwithstanding anything contained in this subclause the employer and the employee may make any other arrangement as to motor vehicle allowance not less favourable to the employee.

(2) Where an employee in the course of a journey travels through two or more of the separate areas, payment at the rates prescribed herein shall be made at the appropriate rate applicable to each of the separate areas traversed.

(3) A year for the purpose of this clause shall commence on the 1st day of July and end on the 30th day of June the next following year.

Rates of Hire for use of Employee's own Vehicle on Employer's Business

Schedule 1—Motor Vehicle Allowance

Area and Details	Engine Displacement (in Cubic Centimetres) Over 2600cc	1600cc - 2600cc	1600cc & Under
	Rate (cents) per kilometre		
Metropolitan Area	57.3	50.4	43.9
South West Land Division	58.8	51.7	45.1
North of 23.5° South Latitude	65.1	58.0	50.4
Rest of the State	60.5	53.3	46.3

Motor vehicles with rotary engines are to be included in the 1600-2600cc category.

Schedule 2—Motor Cycle Allowances

	Rate c/km
All Areas of State	17.8

24.—LOCATION ALLOWANCES

(1) Subject to the provisions of this clause, in addition to the wages prescribed in this Agreement an employee shall be paid the following weekly allowances when employed in the towns described hereunder. Provided that where the wages are prescribed as fortnightly rates of pay, these allowances shall be shown as fortnightly allowances. These rates are subject to change from time to time in accordance with the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 1 of 1996.

Town	Married Persons allowance $ per week	Single Persons allowance $ per week
Balgo Hills	144.10	72.05
Boulder	13.00	6.50
Beagle Bay	130.20	65.10
Billiluna	144.10	72.05
Broome	94.00	47.00
Carnarvon	40.40	20.20
Derby	98.00	49.00
Esperance	24.80	12.40
Gibb River	143.30	71.65
Kalgoorlie	13.00	6.50
Karratha	97.00	48.50
Kununurra	123.00	61.50
Lake Gregory	144.10	72.05
Lombadina	130.20	65.10
Port Hedland	90.60	45.30
Red Hill	115.80	57.90
Ringer Soak	144.10	72.05
Southern Cross	23.80	11.90
Tardun	17.40	8.70
Turkey Creek	130.20	65.10
Wyndham	120.00	60.00

(2) Except as provided in subclause (3) of this clause, an employee who has a dependant shall be paid double the allowance prescribed in subclause (1) of this clause.

(3) Where an employee

(a) is provided with board and lodging by his/her employer, free of charge; or

(b) is provided with an allowance in lieu of board and lodging such employee shall be paid 66 and two-third per cent of the allowances prescribed in subclause (1) of this clause.

(4) Subject to subclause (2) of this clause, junior employees, casual employees, part-time employees, apprentices receiving less than adult rate and employees employed for less than a full week shall receive that proportion of the location allowance as equates with the proportion that their wage for ordinary hours that week is to the adult rate for the work performed.

(5) Where an employee is on annual leave or receives payment in lieu of annual leave he/she shall be paid for the period of such leave the location allowance to which he/she would ordinarily be entitled.

(6) Where an employee is on long service leave or other approved leave with pay (other than annual leave) he/she shall only be paid location allowance for the period of such leave he/she remains in the location in which he/she is employed.

(7) (a) For the purpose of this clause "dependent" shall take on the definition as described by the Australian Taxation Office for such purposes.

(b) The income used as a dependency test shall be adjusted on 30 June each year in accordance with variations to the taxable limit for earnings for the dependent spouse rebate.

(8) Subject to the making of a General Order pursuant to section 50 of the Act, that part of each location allowance representing prices shall be varied from the beginning of the first pay period commencing on or after the 1st day of July of each year in accordance with the annual percentage change in the Consumer Price Index (excluding housing), for Perth measured to the end of the immediately preceding March quarter, the calculation to be taken to the nearest ten cents.

25.—SUPERANNUATION

(1) Employer Contributions

(a) An employer shall contribute to superannuation for each employee in accordance with federal legislation to one of the following approved superannuation funds—

(i) CONCEPT ONE—superannuation plan which was established and is governed by a trust deed and rules dated 23 September 1986, as amended; and

(ii) an exempted fund allowed by subclause (3) of this clause.

(b) Employer contributions shall be paid at least monthly for each week of service that the eligible employee completes with the employer.

(c) "Ordinary Time Earnings" means the salary or other remuneration periodically received by the employee

in respect to the time worked in ordinary hours and/or any other rate paid for all purposes of this agreement to which the employee is entitled for ordinary hours of work.

(2) Fund Membership

(a) "Eligible Employee" shall mean a full-time or part-time employee who earns more than $450.00 per month.

(b) An employee shall not be eligible to join the fund until he/she has completed one month's satisfactory service. On completion of this period the employee shall be entitled to the appropriate employer contribution, from the date of the employee's commencement.

(3) Exemption

Exemptions from the requirements of this clause shall apply to an employer who at the date of this Agreement—

(a) was contributing to a superannuation fund, in accordance with an order of an industrial tribunal; or

(b) was contributing to a superannuation fund in accordance with an order, award or an agreement of an industrial tribunal, for a majority of employees and makes payment for employees covered by this Agreement in accordance with that order, award or agreement; or

(c) subject to notification to the Union, was contributing to a superannuation fund for employees covered by this Agreement where such payments are not made pursuant to an order of an industrial tribunal;

(d) was not contributing to a superannuation fund for employees covered by this Agreement; and

(i) written notice of the proposed alternative superannuation fund is given to the Union; and

(ii) contributions and benefits of the proposed alternative superannuation fund are no less than those provided by this clause; and

(iii) within one month of the notice prescribed in subparagraph (d)(i) of this subclause being given, the Union has not challenged the suitability of the proposed fund by notifying the Western Australian Industrial Relations Commission of a dispute.

(4) The employer shall provide such facilities as is appropriate to ensure that all employees are adequately informed of the provisions of the superannuation funds available.

26.—PAYMENT OF WAGES

(1) Wages shall be paid fortnightly or monthly.

(2) Accompanying each payment of wages shall be a pay advice slip to be retained by the employee. On this slip the employer shall clearly detail the employee's name, hourly rate, overtime, penalties, allowances, gross wage, deductions broken down to—

(a) taxation; and

(b) other

and the net wage.

(3) On termination of employment the employer shall pay to the employee all moneys payable to that employee before the employee leaves the premises or the same shall be forwarded to the employee by post on the following day.

27.—TIME AND WAGES RECORD

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

(a) Name of each employee.

(b) The nature of their work.

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

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

(e) The age of each junior employee.

Any system of automatic recording by machines shall be deemed to comply with this provision to the extent of the information recorded.

(2) The salary records shall be open for inspection by a duly accredited official of the Union during the usual office hours at the employer's office and the official may be allowed to take extracts therefrom.

(3) The employer may refuse the representative access to the records if—

(a) the employer is of the opinion that access to the records by the representative of the organisation would infringe the privacy of persons who are not members of the organisation; and

(b) the employer undertakes to produce the records to an Industrial Inspector within 48 hours of being notified of the requirement to inspect by the representative.

(4) The power of inspection may only be exercised by a representative of an organisation of employees authorised for the purpose in accordance with the rules of the organisation.

(5) Before exercising a power of inspection, the representative shall give reasonable notice of not less than 24 hours to an employer.

28.—RIGHT OF ACCESS, NOTICES AND INTERVIEWS

(1) Material approved by the Union will be displayed on a notice board or a mutually agreed location, which is easily accessible by employees.

(2) Every employee shall be provided with access to a copy of this Agreement by the employer.

(3) The Secretary of the Union or authorised representative will, on prior notification to the employer, have the right to enter the employer's premises during working hours, including meal breaks for the purpose of distributing information and or discussing with employees covered by this Agreement, the legitimate business of the Union and or for the purposes of investigating complaints concerning the application of this Agreement, but shall in no way unduly interfere with the work of the employees.

29.—DISPUTE SETTLING PROCEDURES

(1) The principles of conciliation and direct negotiation shall be adopted for the purpose of prevention and settlement of any questions, disputes or difficulties that may arise.

(2) The parties to the dispute shall take an early and active part in discussion and negotiation aimed at preventing or settling questions, disputes or difficulties in accordance with the agreed procedures set out hereunder.

(3) The provisions of this clause shall not preclude an employee from discussing any grievance with a Union representative or a representative of their choice as he/she deems fit. Neither shall the provisions of this clause pre-empt, limit or delay the right of the Union to enter into direct negotiations with the employer to resolve matters in dispute or to address matters of mutual concern.

(4) Procedure of Settlement of Disputes

(a) The employee and the employee's supervisor shall confer, identify the facts and where possible, resolve the issue.

(b) If not resolved, the employee and the employer shall confer and, where possible, resolve the issues.

(c) If not resolved, the parties to the dispute may confer with the parties to this Agreement on this matter, and where possible, resolve the issue.

(d) If the matter is still not settled, it may be referred to the Western Australian Industrial Relations Commission for conciliation/arbitration.

(5) Until the matter is resolved in accordance with the above procedure, the status quo shall remain. While the above procedure is being followed, no party shall be prejudiced as to the final settlement by the continuation of work in accordance with this procedure.

(6) It is acknowledged that if the dispute relates to an alleged ambiguity or uncertainty in this Agreement any party may at any time apply for variation of the Agreement to eliminate the alleged uncertainty or ambiguity.

PART III

TEACHER'S AIDES' / TEACHING ASSISTANTS

30.—HOURS

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

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

31.—WAGES

(1) The rate of wage payable to employees engaged in the classifications prescribed in Clause 32.—Classifications of this Agreement after the 22nd day of May 1997 shall be—

Step	Hourly Rate		Annual Rate	
	$	7.2%	$	7.2%
Step 1	10.04	10.76	17,020.00	18,245.44
Step 2	10.23	10.97	17,342.00	18,590.51
Step 3	10.43	11.18	17,681.00	18,954.03
Step 4	10.67	11.43	18,088.00	19,390.34
Step 5	10.96	11.75	18,580.00	19,917.76
Step 6	11.33	12.15	19,207.00	20,589.90
Step 7	11.64	12.48	19,732.00	21,152.70
Step 8	11.71	12.55	19,851.00	21,280.27
Step 9	12.02	12.89	20,377.00	21,844.14
Step 10	12.32	13.21	20,885.00	22,388.72
Step 11	12.51	13.41	21,207.00	22,733.90
Step 12	12.65	13.56	21,445.00	22,989.04
Step 13	13.25	14.20	22,469.00	24,086.77
Step 14	13.86	14.86	23,493.00	25,184.50
Step 15	14.46	15.50	24,519.00	26,284.37

Progression through the wages scale shall be by annual increment.

(2) A Teachers' Aide left in charge of pupils for a full session shall be paid at his/her ordinary rate plus 10 per cent for the period for which they are left in charge, provided that, if the period for which the employee is left in charge exceeds three days, they shall be paid at the ordinary rate plus 20 per cent for the whole period for which they are in charge, except where provided for in the Catholic Education Office Aboriginal Teaching Assistants Manual.

(3) (a) Child Care Workers	$ (per hour)	7.2%
First year of experience	11.82	12.67
Second year of experience	13.00	13.94
Third year of experience	13.63	14.61
Fourth year of experience	14.26	15.29
Fifth year of experience	14.90	15.97

(b) An employee left in charge of pupils for a full session or more shall be paid no less than the rate applicable to a child care worker in their fifth year of employment for the whole period they are in charge, except where provided for in the Catholic Education Office Aboriginal Teaching Assistants Manual.

(4) An employee who has had previous experience relevant to employment covered by this Agreement may have that experience taken into account in determining the "year of employment" at which an employee is appointed and paid.

(5) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the employee into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being an employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

32.—CLASSIFICATIONS

Level One

Teachers' Aides in Primary Schools, Pre-Primary Schools or Pre-schools, Teaching Assistants, Home Economic Assistants, Physical Education Assistants.

Aboriginal Teaching Assistants.

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

Enter Step 1

Exit Step 5

Level Two

Aboriginal Teaching Assistants in secondary schools.

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

Enter Step 6

Exit Step 7

Aboriginal Teaching Assistants in Primary schools who have completed the Certificate of Educational Practice or equivalent accredited course.

Step 7

Level Three

Aboriginal Teaching Assistants in secondary schools who have completed the Certificate of Educational Practice.

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

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

Aboriginal Teaching Assistants on satisfactory completion of Certificate III in Education (Aboriginal & Torres Strait Islander)

Enter Step 8

Exit Step 10

Level Four

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

Teaching Assistants who have completed Certificate IV in Education (Aboriginal and Torres Strait Islander) or Certificate in Community Teaching as specified in the Aboriginal Teaching Assistants Programme Manual.

Step 11

Employees who have completed the Child Care Certificate, Diploma of Children Services (0-5 yrs), National Nursery Examination Board Certificate or other equivalent qualifications as agreed between the Union and the employer.

Aboriginal Teaching Assistants on satisfactory completion of the second year of Aboriginal Teachers' Training Course.

Teaching Assistants who have completed the Diploma in Education (Aboriginal and Torres Strait Islander) or the Associate Diploma in Community Teaching or one year of Bachelor of Arts (Education) as specified in the Aboriginal Teaching Assistants Manual.

Teachers' Assistants who have completed the Advanced Teacher Aide Certificate Special Needs.

Step 12

Level Five

Aboriginal Teaching Assistants who have completed a Diploma in Education (Aboriginal and Torres Strait Islander) or the Associate Diploma in Education (Community Teaching) and are working in specified schools as Community Teaching Associates.

Enter Step 13

Exit Step 15

33.—VACATION LEAVE

(1) Except as hereinafter provided an employee shall be allowed the holidays granted by the school in which he/she is employed, including term and Christmas vacations, without deduction of pay.

(2) Subject to the provisions of subclause (3) of this clause, each employee shall be paid his/her ordinary wages for any day on which he/she is relieved of the obligation to present himself/herself for work.

(3) An employee who is employed to work less than the full school year shall be entitled to payment at the ordinary rate of pay for or in lieu of the term and Christmas vacation periods related to that school year on the basis of one week's pay for each four weeks which the employee was employed to actually work in the school.

PART IV

SCHOOL EMPLOYEES

34.—HOURS

(1) Subject to this Agreement, the ordinary working hours for full-time employees shall be an average of 38 hours per

week, to be worked in not more than 40 hours in any week, or eight in any day and shall be worked on any five days of the week.

(2) Subject to Clause 36.—Overtime of this Agreement, the spread of shift in any one day shall not exceed 12 and a ½ hours.

(3) In addition to meal breaks, there may be one break of at least two hours in each shift for kitchen and dining room employees.

(4) As the means of working a 38 hour week, a full-time employee who works 40 hours per week, shall be entitled to payment including shift and weekend penalties for the following days on which the employee shall not be required to attend for work—

(a) Three agreed days during the first school term vacation in each year.

(b) Two agreed days during each of the other school term vacations.

(c) Five agreed days during the Christmas vacation.

(5) In lieu of the provisions of subclause (4) of this clause and notwithstanding other provisions of this Agreement and by agreement between an employer and a majority of employees covered by this Agreement at a workplace, as a means of working a 38 hour week the following may apply—

(a) with at least seven days' notice to the Union by the employer, the hours of work may be arranged so that an employee works 76 hours over nine days each fortnight with the tenth day off on full pay; or

(b) with at least seven days' notice to the Union by the employer, the hours of work may be arranged so that an employee works 152 hours over 19 days in each four week period with one day off on full pay in conjunction with other day(s) off work; or

(c) by agreement with the Union, the hours of work may be arranged so as to provide any other form of implementation of a 38 hour week.

(6) (a) A part-time employee shall be given payment for the days referred to in subclauses (4) and (5) of this clause in the proportion that the hours worked each week bear to 40. A part-time employee shall be granted the days referred to in subclauses (4) and (5) of this clause in the proportion that the number of days worked each week bears to five.

(b) By agreement in writing between the employer and the employee, a part-time employee who works 30 hours per week or less may be paid for all hours worked at the 38 hour week rate in lieu of payment for the days prescribed in subclauses (4) and (5) of this clause.

(7) Subject to the provisions of subclause (4) of this clause, during the school vacation periods the employer shall be relieved of the obligation to provide work and the employee shall not be entitled to the payment of wages in respect of any such period during which no work is performed other than any period during which the employee is on annual leave or a public holiday where the public holiday falls on a day on which the employee would normally be employed to work. Provided that the maximum period covered by this subclause shall be four weeks (20 days) in any one year.

35.—ROSTERS

(1) A roster of the working hours shall be exhibited in the office of each school/college and in such other place as it may be conveniently and readily seen by each employee concerned.

(2) Such roster shall show—

(a) the name of each employee; and

(b) the hours to be worked by each employee each day and the breaks in shifts to be taken.

(3) (a) The roster in the office shall be open for inspection by a duly accredited representative of the Union at such times and place as the record book is so open for inspection.

(b) A duly accredited representative of the Union shall be permitted to inspect the roster available to the employees not more than once in any week during the times the record book is so open for inspection.

(4) Such roster shall be drawn up in such manner as to show the hours of each employee for one week in advance of the date of the roster, and may only be altered on account of the sickness or absence of an employee, or on account of any contingency that the employer could not reasonably foresee, or due to private arrangement between the employees themselves.

36.—OVERTIME

(1) All work done outside the daily spread of hours provided in Clause 34.—Hours of this Agreement, or beyond eight hours in any one day or beyond 40 hours in any one week shall be deemed overtime.

(2) Overtime shall be paid for at the rate of time and one-half for the first two hours and double time thereafter provided that all overtime worked on Saturday and Sunday shall be paid for at the rate of double time.

(3) All work performed by any employee on his/her rostered days off or on days worked in excess of those provided in Clause 34.—Hours of this Agreement, shall be paid for at the rate of double time except where such day is a public holiday when double time and one-half shall be paid.

(4) Any employee recalled to work after his/her normal hours of duty shall be paid for a minimum of three hours at overtime rates and for all reasonable expenses incurred in returning to work.

37.—WEEKEND WORK

(1) All ordinary hours of work performed between midnight on Friday and midnight on Sunday shall be paid for at the rate of time and one-half.

(2) General Conditions

(a) Junior employees may be employed in the proportion of one junior to every two or fraction of two not being less than one adult employee employed in the same occupation, provided that this ratio may be altered by written agreement between the Union and the employee concerned.

(b) Senior employees other than the Head Groundsperson and leading hands appointed as such by the employer to be in charge of three or more other employees shall be paid $16.50 per week in addition to the rates prescribed herein.

(3) For all work done on any day after a break referred to in subclause (3) of Clause 34.—Hours of this Agreement, the employee shall be paid an allowance of $1.06 per hour for each such hour worked.

(4) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the employee into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being an employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

38.—WAGES

(1) The minimum weekly rates of wage payable from the beginning of the first pay period commencing on or after the 22nd day of May 1997 shall be—

	Minimum Hourly Rate	7.2%	Minimum Annual Rate	7.2%
	$		$	
Level 1 Cleaner	10.22	10.96	20,269.37	21,728.81
Level 2 Domestic employees including—Kitchen Attendant/Canteen Assistant House Attendant Dining Attendant Laundry Attendant Sewing Attendant	10.40	11.14	20,618.84	22,103.32
Level 3 Cooks (Other)	10.51	11.27	20,837.92	22,338.04
Level 4 Groundsperson	10.73	11.50	21,270.84	22,802.26
Level 5 First Cook Grade 1 or Cook working alone Groundsperson / Handyperson Grade 1 Sewing Supervisor	10.95	11.74	21,708.99	23,272.22

	Minimum Hourly Rate	7.2%	Minimum Annual Rate	7.2%
	$		$	
Level 6 Groundsperson / Handyperson, Grade 2 First Cook, Grade 2	11.17	11.98	22,141.92	23,735.92
Level 7 Senior Groundsperson /Handy person Tradesperson Cook	11.61	12.45	23,012.99	24,670.11
Level 8 Head Groundsperson	13.81	14.80	27,363.13	29,333.21

(2) Junior Employees: Junior employees shall receive the following percentages of the adult rate for the class of work on which they are engaged.

	%
Under 16 years of age	60
16 to 17 years of age	70
17 to 18 years of age	80

(3) General Conditions

(a) Junior employees may be employed in the proportion of one junior to every two or fraction of two not being less than one adult employee employed in the same occupation, provided that this ratio may be altered by written agreement between the Union and the employer concerned.

(b) Senior employees other than the Head Groundsperson and leading hands appointed as such by the employer to be in charge of three or more other employees shall be paid $16.50 per week in addition to the rates prescribed herein.

(4) For all work done on any day after a break referred to in subclause (3) of Clause 34.—Hours of this Agreement, the employee shall be paid an allowance of $1.06 per hour for each such hour worked.

(5) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the employee into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

39.—CLASSIFICATIONS

Head Groundsperson: Shall mean a person in charge of the grounds of a large school who would be responsible for the supervision of all grounds staff. The person would have qualifications and/or experience in horticulture, preparation of turf wickets and lawn tennis courts, and could have the responsibility for a full size swimming pool.

Senior Groundsperson/Handyperson: Shall mean a person in charge of the grounds of a small school or section of a large school and who has completed an apprenticeship in horticulture or other relevant horticultural qualifications or who has substantial relevant experience within the horticultural or related industries to such an extent as would justify Grade 2 status. This person's duties would also consist of maintenance and minor repairs to external and internal fitments, equipment or outdoor furniture. Would have at least one full-time equivalent groundsperson under supervision. The senior groundsperson/handyperson could have responsibility for the maintenance of a swimming pool and lawn tennis courts, or equivalent levels of responsibility.

Groundsperson/Handyperson (Grade 2): Shall mean a person whose principal duties include tending a garden and grounds. This person's duties would also consist of maintenance and minor repairs to external and internal fitments, equipment or outdoor furniture. This person would work alone in a small school.

Groundsperson/Handyperson (Grade 1): Shall mean a person whose principal duties include tending a garden and grounds or part of a garden and grounds. This person's duties would also consist of maintenance and minor repairs to external and internal fitments, equipment or outdoor furniture. This person would work under the supervision.

Groundsperson: Shall mean an employee whose principal duties shall consist of tending a garden and grounds, working under supervision or working in a small school under the direction of the principal or bursar.

First Cook (Grade 2): Shall mean a person who is appointed as the senior cook in a school, who holds formal qualifications in cooking/catering or who has substantial relevant experience within the catering or related industries to such an extent as would justify Grade 2 status. A person without qualification would normally require a minimum of five years' experience to justify such status. This person could be required to supervise other staff and assist with the ordering of catering supplies.

First Cook (Grade 1): Shall mean a person appointed as First Cook or Cook Working Alone who does not have the qualifications or equivalent experience required for classification of First Cook (Grade 2).

Tradesperson Cook: Shall mean a First Cook, Grade 2 who has completed an apprenticeship in cooking, baking or pastry cooking.

40.—UNIFORMS

Where an employee is required by the employer to wear special clothing, such clothing shall be provided and laundered by the employer at his/her expense. Provided that alternative arrangements in respect of the supply and laundering of clothing may be made by agreement between an employer and the Union.

41.—PROTECTIVE CLOTHING

(1) Where employees are required to work in water they shall be supplied with rubber boots.

(2) Employees required to clean toilets, use acids, wash dishes, handle detergents, acids, soaps or injurious substances shall be provided with rubber gloves.

(3) Where the conditions of work are such that employees are unable to avoid their clothing becoming wet or dirty, they shall be supplied with suitable protective clothing free of charge by the employer.

(4) Where suitable protective clothing is supplied by the employer to an employee such clothing and footwear shall remain the property of the employer.

PART V

ADMINISTRATIVE AND TECHNICAL OFFICERS

42.—HOURS

(1) The ordinary hours of duty for a full-time employee shall be 37.5 hours per week Monday to Friday inclusive and the hours of duty per day shall be fixed by agreement between the employee and the employer. A full-time employee works a minimum of 40 weeks per year.

(2) In the absence of any agreement reached in accordance with subclause (1) of this clause, the following hours of duty shall apply—

The ordinary hours of duty shall not exceed 37.5 hours per week and shall be worked on Monday to Friday, between the hours of 8.00am and 5.00pm.

(3) The employee shall be allowed a meal break of not less than thirty minutes, nor more than one hour, to be taken between the hours of twelve noon and 2.00pm.

(4) All time worked at the direction of the employer before the usual starting time or after the usual finishing time, or beyond 7.5 hours in any one day, or outside the spread of hours as prescribed under subclause (1) or (2) of this clause, shall be deemed overtime and shall, at the discretion of the employee, be paid for at the employee's ordinary rate of pay or be given paid time off in lieu equivalent to the time worked. The time in lieu taken in accordance with this subclause shall be at such time as is agreed between the employee and the employer.

(5) During the school vacation periods or any part thereof during which an employee cannot be usefully employed, the employer shall be relieved of the obligation to provide work and the employee shall not be entitled to the payment of salary in respect of any such period during which no work is performed other than any period during which the employee is on annual leave or a public holiday where the public holiday falls on a day on which the employee would normally be employed to work. Provided that the maximum period covered by this subclause shall be eight weeks in any one year.

43.—ANNUAL LEAVE

(1) An employee who has completed 12 months' continuous service or who has been employed for a minimum of 40 weeks in a calendar year shall be entitled to a minimum of 4 weeks' paid annual leave.

(2) All time for which the school is closed due to vacation leave shall count for the purpose of determining an employee's right to payment under this clause.

(3) Leave may be taken at a time agreed to between the employer and the employee.

(4) If after four weeks' continuous service in any qualifying period an employee lawfully leaves his/her employment or his/her employment is terminated by the employer through no fault of the employee, the employee shall be paid salary in lieu of annual leave proportionate to their length of service calculated to the nearest completed week of service.

(5) If an employee's commencement is after 1 January, then, by agreement between the employer and the employee, the employee may be granted pro-rata annual leave to the end of the calendar year. Subsequent years of employment can commence on 1 January.

(6) If any award holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there shall be added to that period one day, being an ordinary working day, for each such holiday observed as aforesaid.

44.—SALARIES

(1) (a) The minimum annual salary, according to classification and experience, payable to an employee after the 22nd day of May 1997 shall be—

SALARY LEVEL	TOTAL SALARY	
	$ Per Annum	7.2%
LEVEL 1	19,751	21,173.07
	20,001	21,441.07
	20,251	21,709.07
	20,501	21,977.07
	20,751	22,245.07
	21,001	22,513.07
LEVEL 2	21,751	23,317.07
	22,251	23,853.07
	22,751	24,389.07
	23,251	24,925.07
	23,751	25,461.07
	24,251	25,997.07
LEVEL 3	25,251	27,069.07
	25,851	27,712.27
	26,451	28,355.47
	27,051	28,998.67
	27,651	29,641.87
	28,251	30,285.07
LEVEL 4	26,751	28,677.07
	27,751	29,749.07
	28,751	30,821.07
	29,751	31,893.07
	30,751	32,965.07
	31,751	34,037.07

(b) On appointment an employee shall be placed at the appropriate salary level according to full-time experience and the classifications as prescribed in Clause 45.—Classifications of this Agreement.

(c) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the employee into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being an employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

(d) An employee appointed to a salary rate shall proceed by annual increments to the maximum of that classification level.

(e) If during progression through the salary steps, and within an appropriate time frame prior to the employee's next annual increment, the employer considers such increment to be inappropriate due to work performance and as such does not recommend or authorise further progression, then the employer shall state the reasons in writing to the employee concerned.

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

(ii) If the improvement required is achieved, then the employee shall then proceed to his/her appropriate salary level.

(f) An employee shall only progress from one level to another in accordance with the provisions as prescribed in Clause 45.—Classifications of this Agreement.

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

(h) For the purposes of determing weekly or fortnightly salary, the annual salaries as prescribed in subclause (1) of this clause, shall be divided by 52.16 or 26.08 respectively.

(i) Where the conditions of employment of any employee are subject to the provisions of subclause (5) of Clause 42.—Hours of this Agreement, salary shall be averaged over the period of a full year.

(2) Junior Classification

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

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

45.—CLASSIFICATIONS

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

(1) Level 1.

(a) An employee at this level requires no prior experience or formal qualifications in the performance of the job and works under direct supervision.

(b) Examples of positions which may appropriately be classified as Level 1—

General clerical assistant, switchboard operator, word processing operator, data entry operator, laboratory attendant, school secretary and any assistant employed within the terms of Clause 4.—Scope of the *Independent Schools Administrative and Technical Officers Award 1993*.

(2) Level 2.

(a) An employee at this level performs duties under general supervision, may have acquired some relevant qualifications and is competent in the performance of tasks associated within Level 1 positions.

(b) Examples of positions which may appropriately be classified as Level 2, in addition to those prescribed for Level 1, are as follows—

Library assistant, laboratory assistant, accounts clerk, word processing operator, data process operator, secretarial duties, receptionist/switchboard operator and school secretary.

(3) Level 3.

(a) An employee at this level works as a competent skilled autonomous employee and has knowledge, skills and demonstrated capacity to undertake complex tasks. The employee is likely to have TAFE/TERTIARY or equivalent qualifications.

(b) Examples of positions which may appropriately be classified as Level 3—

Technician employed in the audio visual, computer, media, library or laboratory departments and/or any other technician employed in the school, secretary, bookkeeper, computer system supervisor, senior clerk or senior computer operator, accounts, records and school secretary.

(4) Level 4.

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

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

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

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

PART VI

(BOARDING HOUSE) SUPERVISORS

46.—HOURS

(1) Subject to this Agreement, the working days and hours of duty shall be determined by written agreement between the employer, the employee and the Union.

(2) In the event of no agreement being reached in regard to hours of duty then the matter may be referred to the Western Australian Industrial Relations Commission for determination.

47.—ROSTERS

(1) The hours of duty for each employee shall be set out in a roster which shall contain the following details—

(a) the name of the employee/s;

(b) the starting and finishing times of each employee's shift, including any breaks which may be required during such shift;

(c) the day/s on which each employee is off duty.

(2) Such rosters shall be drawn up and posted one week in advance and may only be altered by agreement between the employer and the employee concerned.

(3) Where agreement cannot be reached, pursuant to subclause (2) of this clause, the employer may change the roster provided that not less than twelve hours' notice of such change is given to any employee so affected.

48.—VACATION LEAVE

(1) Except as hereinafter provided, an employee shall be allowed the holidays granted by the school in which they are employed, including term and Christmas vacations, without deductions of pay. An employee may be required for duty prior to the beginning of each term and following the end of each term for the purposes of preparing for the opening and/or closure of the boarding house.

(2) If after four weeks' continuous service in any calendar year an employee lawfully terminates employment or such employment is terminated by the employer through no fault of the employee, the employee shall be paid salary in lieu of vacation leave proportionate to the length of service. Provided that an employee who was actually engaged for all school terms in that calendar year shall be entitled to be paid for the whole of the vacation period of that year.

(3) Where an employee has been paid for leave which at the time of termination has not been fully accrued, the employer may deduct from any monies owed, that portion to which the employee is not entitled. Where the employment of an employee is terminated by the employer prior to the attainment of the accrued vacation leave, then the provisions of this subclause shall not apply.

(4) At any time in respect of which an employee is absent from work except time for which the employee is entitled to claim sick leave or leave provided for in the terms of this Agreement, shall not count for the purpose of determining the rights to vacation leave.

49.—SALARIES

(1) The minimum annual salary payable to employees after the 22nd day of May 1997 shall be as follows—

(a) Supervisor—

SALARY LEVEL	TOTAL SALARY	
	$ Per Annum	7.2%
1st year of experience	19,957	21,393.90
2nd year of experience	20,726	22,218.27
3rd year of experience	21,751	23,317.07
4th year of experience	22,776	24,415.87
5th year of experience	23,801	25,514.67
6th year of experience	24,826	26,613.47

(b) Senior Supervisor—

1st year of experience	26,364	28,262.20
Thereafter	27,901	29,909.87

(c) Houseparent—

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

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

(3) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the employee into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being an employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

50.—CLASSIFICATIONS

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

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

(3) "Relief Supervisor"—shall mean an employee employed as per the boarding house roster for a period no exceeding four weeks.

(4) "Senior Supervisor"—shall mean any employee who is responsible for the overall supervision of the boarding house.

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

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

51.—LODGING CONDITIONS

(1) Lodging facilities are to be provided free of charge for any employee required to sleep over in a boarding house.

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

52.—GENERAL CONDITIONS

The employer shall make provision for the following—

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

(2) Access by employees to telephone facilities for emergency use.

PART VII

NURSES

53.—TIME OFF DUTY

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

54.—VACATION LEAVE

(1) Except as hereinafter provided, an employee shall be allowed the leave granted by the school in which he/she is employed without deduction of pay: Provided that such leave shall be not less than six weeks during Christmas vacation nor ten days during each of the term vacations.

(2) If after one month's continuous service in any qualifying twelve monthly period an employee terminates his/her employment or his/her employment is terminated by the employer through no fault of the employee, the employee shall be paid for such proportion of vacation leave as the number of completed months of his/her service in that qualifying period bears to the full qualifying period of twelve months.

(3) Any time in respect of which an employee is absent from work except time for which he/she is entitled to claim sick leave or time spent on school holidays or vacation leave as prescribed by this clause shall not count for the purpose of determing his/her rights to paid leave.

(4) An employee who is justifiably dismissed for misconduct shall not be entitled to the benefits of the provisions of this clause.

(5) No employee shall, during any period when he/she is on leave engage in any employment for hire or reward in substitution for the employment from which he/she is on leave, and if an employee breaches this provision he/she shall thereupon forfeit his/her right of leave upon which he/she has entered, and the employer shall be entitled to withhold any further payment in respect of the period and to reclaim payments already made on account of such period of leave.

(6) This clause shall not apply to casual employees.

55.—WAGES

(1) The minimum rate of wages payable to employees covered by this Agreement after the 22nd day of May 1997 shall be as follows—

	HOURLY RATE		TOTAL RATE		ANNUAL RATE
		7.2%	$ Per Week	7.2%	$
1st Year	12.83	13.75	487.60	522.70	27,264.03
2nd Year	13.45	14.41	511.10	547.89	28,577.94
3rd Year	14.07	15.08	534.70	573.19	29,897.59
4th Year	14.69	15.74	558.30	598.49	31,217.23
5th Year	15.31	16.41	581.90	623.79	32,536.88
6th Year	15.93	17.07	605.50	649.09	33,856.53
7th Year	16.55	17.74	629.00	674.28	35,170.44
8th Year	17.17	18.40	652.60	699.58	36,490.09

(2) Progression through the abovementioned scale shall be by annual increments.

(3) Where an employee is appointed to the position of Nurse, previous relevant nursing experience in an independent school or at a similar level, shall be taken into account in determining the appropriate incremental level. Experience shall include time spent in relevant post basic courses.

(4) Nurse shall mean one who is registered or entitled to be registered as a general trained nurse in Western Australia under the *Nurses Act, 1968—1980*.

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

(6) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the nurse into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being an employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

56.—LAUNDRY AND UNIFORMS

(1) Where an employee is required by the employer to wear a special uniform, sufficient uniforms shall be provided at the employer's expense. In lieu of providing uniforms, the employer shall pay an allowance of $4.70 per week to the employee.

(2) Uniforms shall be a laundered free of cost to employees. Where the uniforms of an employee cannot be laundered by the school an allowance of $1.50 per week shall be paid to the employee.

(3) For the purpose of this paragraph a uniform shall be deemed to be "required" unless the employer advises the employee that the wearing of uniforms is not a condition of employment.

57.—BOARD AND LODGING

(1) The charge for full board and lodging provided to an employee by the employer shall be $9.00 per night.

(2) Where the employer provides meals only to an employee the following charges shall apply—

	$
Lunch and dinner	3.50
Breakfast	2.00

(3) An accredited representative of The Australian Nursing Federation, Industrial Union of Workers, Perth, shall be entitled to inspect such food and accommodation at reasonable times.

(4) An employee shall not be charged for board and lodging when absent from the school for more than one day on annual leave, sick leave, long service or leave without pay.

(5) By agreement with the employee the amounts prescribed in subclauses (1) and (2) of this clause may be deducted from the salary of the employee.

(6) Future increases in board and lodging charges shall be adjusted in accordance with increases awarded under the current principles of wage fixation.

APPENDIX A

PARTIES BOUND

Employer Party

The Roman Catholic Bishop of Broome
PO Box 76
Broome WA 6725

Union Parties

Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch
61 Thomas Street
Subiaco WA 6008

The Australian Nursing Federation, Industrial Union of Workers Perth
Level 2
322 Hay Street
Subiaco WA 6008

The Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers
143 Edward Street
East Perth WA 6004

APPENDIX B

AWARDS

Independent Schools Administrative and Technical Officers Award 1993, No. A 15 of 1991

Independent Schools (Boarding House) Supervisory Staff Award, No. A 9 of 1990

Nurses' (Independent Schools) Award, No. 21B of 1962

School Employees (Independent Day & Boarding Schools) Award, 1980, No. R7 of 1979

Teachers' Aides' (Independent Schools) Award 1988, No. A27 of 1987

ENDORSEMENTS

Signed for and on behalf of—

The Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers—T. Howe

The Australian Nursing Federation, Industrial Union of Workers, Perth—H.G. Atrill

Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch—H. Creed

The Roman Catholic Bishop of Broome—The Most Reverend Christopher Saunders DD

THE ROMAN CATHOLIC BISHOP OF BUNBURY NON-TEACHING STAFF ENTERPRISE BARGAINING AGREEMENT 1997.

No. AG 310 of 1997.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Roman Catholic Bishop of Bunbury

and

The Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch and Others.

No. AG 310 of 1997.

The Roman Catholic Bishop of Bunbury Non-Teaching Staff Enterprise Bargaining Agreement 1997.

15 December 1997.

Order.

HAVING heard Ms A.M. Britto on behalf of the applicant and Ms D. MacTiernan on behalf of the Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch, Mr A. Dzieciol on behalf of the Australian Nursing Federation, Industrial Union of Workers, Perth and Ms T.I. Howe on behalf of the Independent Schools Salaried Officers Association of Western Australia, Industrial Union of Workers, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1997, hereby orders—

THAT The Roman Catholic Bishop of Bunbury Non-Teaching Staff Enterprise Bargaining Agreement 1997 filed in the Commission on the 31st day of October 1997 and as subsequently amended by the parties be registered on and from the 5th day of December 1997.

(Sgd.) A.R. BEECH,
[L.S.] Commissioner.

Schedule.

PART I

PARAMETERS

1.—TITLE

This Agreement shall be known as "The Roman Catholic Bishop of Bunbury Non-Teaching Staff Enterprise Bargaining Agreement 1997".

2.—ARRANGEMENT

Part I Parameters
1. Title
2. Arrangement
3. Term
4. Parties To The Agreement
5. Scope
6. Definitions
7. Objectives
8. No Reduction
9. No Extra Claims

Part II General Conditions of Service
10. Contract of Service
11. Other Leave
12. Leave Without Pay
13. Sick Leave
14. Family Leave
15. Parental Leave
16. Long Service Leave
17. Annual Leave Loading
18. Public Holidays
19. Casual Employees
20. Part-Time Employees
21. Higher Duties
22. Rest Pauses and Meal Breaks
23. Travelling and Motor Vehicle Allowances
24. Location Allowances
25. Superannuation
26. Payment of Wages
27. Time And Wages Record
28. Right of Access, Notices and Interviews
29. Dispute Settling Procedures

Part III Teacher's Aides' / Teaching Assistants
30. Hours
31. Wages
32. Classifications
33. Vacation Leave

Part IV School Employees
34. Hours
35. Rosters
36. Overtime
37. Weekend Work
38. Wages
39. Classifications
40. Uniforms
41. Protective Clothing

Part V Administrative and Technical Officers
42. Hours
43. Annual Leave
44. Salaries
45. Classifications

Part VI (Boarding House) Supervisors
46. Hours
47. Rosters
48. Vacation Leave
49. Salaries
50. Classifications
51. Lodging Conditions
52. General Conditions

Part VII Nurses
53. Time Off Duty
54. Vacation Leave
55. Wages
56. Laundry and Uniforms
57. Board and Lodging

Appendix A—Parties Bound
Appendix B—Awards
Endorsements

3.—TERM

(1) This Agreement shall—

(a) come into effect on the 5th December 1997;

(b) expire on the 31st day of December 1998.

(2) The parties have agreed to review the rates of pay by the 1st day of January 1998.

4.—PARTIES TO THE AGREEMENT

This Agreement is made between the employer set out in Appendix A—Parties Bound and the registered organisations of employees listed in Appendix A—Parties Bound.

5.—SCOPE

(1) This Agreement shall apply to those employees as defined in Clause 6.—Definitions of this Agreement employed by the employer as prescribed in Appendix A—Parties Bound.

(2) Where there is any inconsistency between this Agreement and the relevant award, this Agreement will apply to the extent of the inconsistency.

(3) Except as provided by this Agreement, the conditions of employment of non-teaching staff employed in Catholic Schools in Western Australia will be in accordance with the following awards—

Independent Schools Administrative and Technical Officers Award 1993;

School Employees (Independent Day & Boarding Schools) Award, 1980;

Teachers' Aides' (Independent Schools) Award 1988;

Independent Schools (Boarding House) Supervisory Staff Award

Nurses' (Independent Schools) Award.

(4) The number of employees covered by this Agreement is 230.

6.—DEFINITIONS

This Enterprise Bargaining Agreement covers the following classifications—

Teacher's Aides' / Teaching Assistants as defined in Part III, Clause 32.—Classifications of this Agreement;

School Employees as defined in Part IV, Clause 39.—Classifications of this Agreement;

Administrative and Technical Officers as defined in Part V, Clause 45.—Classifications of this Agreement;

(Boarding House) Supervisors as defined in Part VI, Clause 50.—Classifications of this Agreement;

Nurses as defined in Part VII, Clause 55.—Wages of this Agreement.

7.—OBJECTIVES

(1) The objectives of this Agreement are—

(a) To consolidate and develop further, initiatives arising out of the enterprise bargaining process.

(b) To maintain a just working environment in which education can be provided in harmony with the aims, objectives and philosophy of Catholic Education.

(c) To provide some consistency regarding general conditions of employment that exist for the different categories of non-teaching staff employed within Catholic schools.

(2) In pursuit of these objectives the parties are committed to further negotiations to simplify classification structures and examining the possibility of a generic classification structure.

8.—NO REDUCTION

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

9.—NO EXTRA CLAIMS

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

PART II

GENERAL CONDITIONS OF SERVICE

10.—CONTRACT OF SERVICE

(1) (a) Each employee shall, upon engagement, be given a letter of appointment wherein the general conditions of employment are stated.

(b) This shall include statements of—

(i) the classification;

(ii) the salary step relevant to the appointment;

(iii) the number of hours per week;

(iv) the weeks per year the employee is engaged for;

(v) whether the position is temporary; and/or

(vi) any other matter specific to the contract.

(2) The letter of appointment shall not contain any provision which is inconsistent with or contrary to any provision of this Agreement and/or the Award.

(3) (a) Except in the case of a casual/relief employee, the termination of service of any employee shall require a minimum of 2 weeks' notice by either party.

(b) Provided that the requirements of this subclause may be waived in part or in whole by mutual agreement between the employee and employer. Any request to waive such notice shall not be unreasonably withheld by the employer, where it is deemed that the employee has not been able to give the required notice through no fault of their own.

(c) Subject to the provisions of this subclause, failure to give the required notice shall make either party liable for the payment to the other party of an amount equivalent to the period of notice not given.

(d) The employer reserves the right to withhold or recover an amount equivalent to the period of notice not given. However, approval must be obtained from the Director of Catholic Education before such action is proceeded with.

(4) A temporary employee shall be employed in a part-time or full-time capacity for a period greater than four weeks' continuous service, and not more than a period of 12 months' continuous service.

(5) Where the period of employment of a casual employee exceeds five days the notice of termination of service shall be one day. Where the employment is for five days or less the engagement shall be considered to be a specific period and notice shall not be required.

(6) A part-time employee shall have an entitlement to sick leave, long service leave and annual leave on a pro-rata basis in the proportion of which his/her hours and/or weeks worked bear to the hours and/or weeks worked of a full-time employee.

(7) Upon termination a statement of service and a separate reference when requested by the employee shall be provided to the employee by the employer.

(8) Nothing within this clause detracts from the employer's right to dismiss summarily any employee for serious misconduct, in which case salary and entitlements shall be paid up to the time of dismissal only.

(9) The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Agreement, provided that such duties are not designed to promote de-skilling.

11.—OTHER LEAVE

(1) Bereavement Leave

(a) An employee shall, on the death of a member of the immediate family, be entitled to paid leave up to and including the day of the funeral of such relation, for a period of up to two days not exceeding the number of hours which would have been worked by the employee in that time. Proof of such death shall be furnished by the employee to the satisfaction of the employer.

(b) Provided that payment in respect of bereavement leave is to be made only where the employee otherwise would have been on duty and shall not be granted in any case where the employee concerned would have been off duty in accordance with the roster, or on long service leave, vacation leave, or on sick leave, or on workers' compensation, or on authorised leave without pay or on a public holiday.

(2) Examination Leave

An employee shall be granted sufficient time off with pay to travel to and sit for the examinations of any approved course of study.

12.—LEAVE WITHOUT PAY

(1) While an employee has the right to apply for leave without pay the granting of such leave is at the discretion of the employer.

(2) An employee applying for leave under this clause must state the period of such leave and the reason for which the leave is being sought.

(3) Leave without pay does not constitute a break in service but shall not count in calculating the period of service for any purpose of this Agreement unless where otherwise provided for in this Agreement.

(4) If an employee is granted leave without pay the question of the employee's specific duties on return to work should be considered before the granting of such leave and any arrangements made documented. If no prior arrangement is made, an employee, upon return to service shall be entitled to a position commensurate with the position held immediately prior to the commencement of such leave.

(5) The maximum period for which leave is granted under this clause shall be one year.

13.—SICK LEAVE

(1) (a) An employee shall be entitled to payment for non attendance on the ground of personal ill health or injury at the rate of ten (10) days per year, from the beginning of each year. For those employees who commence work at anytime throughout the year a pro-rata entitlement will apply.

(b) The unused portion of the entitlement prescribed in paragraph (a) of this subclause in any accruing year shall accumulate and may be availed of in the next or any succeeding year.

(c) Where an employee's employment is terminated prior to the end of the school year, the calculation for pro-rata entitlement of sick leave will be based on one sixth of a week for each completed month of service with the employer. Where an employee has utilised sick leave in excess of this entitlement the employer may deduct the excess portion from the final payment of wages to the employee.

(d) Where an employee's employment is terminated by the employer through no fault of the employee the provisions of paragraph (c) of this subclause shall not apply.

(e) An employee shall upon request to their employer be advised of their unused portion of sick leave. Where an employee has utilised sick leave in excess of their entitlement, they shall be advised of the provisions of paragraph (c) of this subclause.

(2) This clause shall not apply where the employee is entitled to compensation under the *Workers' Compensation and Rehabilitation Act 1981*.

(3) (a) Sick leave shall be granted provided the application is supported by a certificate from a legally qualified and registered medical practitioner stating the period during which the employee is unfit for duty.

(b) The employer shall not be entitled to a medical certificate for absences of less than three consecutive working days unless the total of such absences exceeds five days in any one accruing year.

(4) No payment shall be made for any absence due to the employee's wilful misconduct.

14.—FAMILY LEAVE

(1) Use of sick leave

(a) An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill. Such leave shall not exceed five (5) days in any calendar year and is not cumulative.

(b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

(c) The entitlement to use sick leave is subject to—

(i) the employee being responsible for the care of the person concerned; and

(ii) the person concerned being either—

(aa) a member of the employee's immediate family; or

(bb) a member of the employee's household.

(iii) the term "immediate family" includes—

(aa) a spouse (including a former spouse), of the employee; and

(bb) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

(iv) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(2) Use of unpaid leave

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill.

15.—PARENTAL LEAVE

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

(1) Maternity Leave

(a) Nature of leave

Maternity leave is unpaid leave.

(b) Definitions

For the purposes of this clause—

(i) Employee includes a part-time employee but does not include an employee engaged upon casual or seasonal work.

(ii) Paternity leave means leave of the type provided for in subclause (2) of this clause whether prescribed in an award or otherwise.

(iii) Child means a child of the employee under the age of one year.

(iv) Spouse includes a former spouse.

(v) Continuous service means service under an unbroken contract(s) of employment and includes—

(aa) any period of leave taken in accordance with this clause;

(bb) any period of leave or absence authorised by the employer or by the award.

(c) Eligibility for maternity leave

(i) An employee who becomes pregnant, upon production to her employer of the certificate required by subclauses (1)(d) and (1)(i) of this clause, shall be entitled to a period of up to fifty two (52) weeks' maternity leave provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of paternity leave taken by the employee's spouse in relation to the same child and apart from paternity leave of up to one week at the time of confinement shall not be taken concurrently with paternity leave.

(ii) Subject to subclauses (1)(d) and (1)(i) of this clause the period of maternity leave shall be unbroken and shall, immediately following confinement, include a period of six weeks' compulsory leave.

(iii) The employee must have had at least twelve (12) months' continuous service within Catholic Education immediately preceding the date upon such leave.

(d) Certification

At the time specified in subclause (1)(c) of this clause the employee must produce to her employer—

(i) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;

(ii) an agreement shall exist where for the period of maternity leave she will not engage in any act inconsistent with her contract of employment.

(e) Notice requirements

(i) An employee shall, not less than ten (10) weeks prior to the presumed date of confinement,

produce to her employer the certificate referred to in subclause (1)(d)(i) of this clause.

(ii) An employee shall give not less than four (4) weeks' notice in writing to her employer of the date upon which she proposes to commence maternity leave stating the period of leave to be taken.

(iii) An employer by not less than fourteen (14) days' notice in writing to the employee may require her to commence maternity leave at any time within the six (6) weeks immediately prior to her presumed date of confinement. The employee may work within this period provided they produce a certificate from a registered medical practitioner stating that they are fit to do so.

(iv) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with subclause (1)(e)(ii) of this clause if such failure is occasioned by the confinement occurring earlier than the presumed date.

(f) Transfer to a safe job

(i) Where in the opinion of a duly registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

(ii) If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to, take leave for such period as is certified necessary by a registered medical practitioner. Such leave shall be treated as maternity leave for the purposes of subclauses (1)(j), (1)(k), (1)(l) and (1)(m) of this clause.

(g) Variation of Period of Maternity Leave

(i) The period of maternity leave may be lengthened once only by the employee giving not less than fourteen (14) days' notice in writing stating the period by which the leave is to be lengthened.

(ii) The period may be further lengthened by agreement between the employer and the employee, in accordance with the provisions outlined in Clause 12.—Leave Without Pay of this Agreement.

(iii) The period of maternity leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(h) Cancellation of Maternity Leave

(i) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.

(ii) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the employer which shall not exceed four weeks from the date of notice in writing by the employee to the employer that she desires to resume work.

(i) Special Maternity Leave and Sick Leave

(i) Where the pregnancy of a employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then—

(aa) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work; or

(bb) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a registered medical practitioner certifies as necessary before her return to work.

(ii) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed the period to which the employee is entitled under subclause (1)(c) of this clause.

(iii) For the purposes of subclauses (l)(j), (l)(k) and (l) (l) of this clause, maternity leave shall include special maternity leave.

(iv) An employee returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave, or in the case of an employee who was transferred to a safe job pursuant to subclause (l)(f) of this clause, to the position she held immediately before such transfer.

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

(j) Maternity Leave and Other Leave Entitlements

(i) Provided the aggregate of any leave, including leave taken under this clause, does not exceed the period to which the employee is entitled under subclause (1)(c) of this clause an employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part to which she is entitled.

(ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during her absence on maternity leave.

(k) Effect of Maternity Leave on Employment

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

(l) Termination of Employment

(i) An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this Agreement.

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

(m) Return to Work After Maternity Leave

(i) An employee shall confirm her intention of returning to her work by notice in writing to the employer given not less than four weeks

prior to the expiration of her period of maternity leave.

(ii) An employee, upon returning to work after maternity leave or the expiration of the notice required by subclause (l)(m)(i) of this clause, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (l)(f) of this clause to the position which she held immediately before such transfer.

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

(n) Replacement Employees

(i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.

(ii) Before an employer engages a replacement employee, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

(iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

(iv) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

(2) Paternity Leave

(a) Nature of Leave

Paternity leave is unpaid leave.

(b) Definitions

For the purposes of this clause—

(i) Employee includes a part-time employee but does not include an employee engaged upon casual or seasonal work.

(ii) Paternity leave means leave of the type provided for in subclause (1) of Clause 15.—Parental Leave of this Agreement (and includes special paternity leave) whether prescribed in an award or otherwise.

(iii) Child means a child of the employee or the employee's spouse under the age of one year.

(iv) Spouse includes a former spouse.

(v) Primary care-giver means a person who assumes the principal role of providing care and attention to a child.

(vi) Continuous service means service under an unbroken contract(s) of employment and includes—

(aa) any period of leave taken in accordance with this clause;

(bb) any period of leave or absence authorised by the employer or by the award.

(c) Eligibility for paternity leave

A male employee, upon production to his employer of the certificate required by subclause (2)(d) of this clause shall be entitled to one or two periods of paternity leave, the total of which shall not exceed 52 weeks, in the following circumstances—

(i) an unbroken period of up to one week at the time of confinement of his spouse;

(ii) a further unbroken period of up to 51 weeks in order to be the primary care-giver of a child provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of maternity leave taken by the employee's spouse in relation to the same child and shall not be taken concurrently with that maternity leave;

(iii) The employee must have had at least 12 months' continuous service within Catholic Education immediately preceding the date which he proceeds upon either period of leave.

(d) Certification

At the time specified in subclause (2)(c) of this clause the employee must produce to his employer—

(i) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement or states the date on which the birth took place;

(ii) in relation to any period to be taken under subclause (2)(c)(ii) of this clause an agreement shall exist stating—

(aa) he will take that period of paternity leave to become the primary care-giver of a child;

(bb) particulars of any period of maternity leave sought or taken by his spouse; and

(cc) that for the period of paternity leave he will not engage in any act inconsistent with his contract of employment.

(e) Notice requirements

(i) An employee shall, not less than ten (10) weeks prior to each proposed period of leave, give the employer notice in writing stating the dates on which he proposed to start and finish the period or periods of leave.

(ii) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with subclause (2)(e)(i) of this clause if such failure is due to—

(aa) the birth occurring earlier than the expected date; or

(bb) the death of the mother of the child; or

(cc) other compelling circumstances.

(iii) The employee shall immediately notify his employer of any change in the information provided pursuant to subclause (2)(d) of this clause.

(f) Variation of Period of Paternity Leave

(i) The period of paternity leave may be lengthened once only by the employee giving not less than fourteen (14) days' notice in writing stating the period by which the leave is to be lengthened;

(ii) The period may be further lengthened by agreement between the employer and the employee, in accordance with the provisions outlined in Clause 12.—Leave Without Pay of this Agreement.

(iii) The period of paternity leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(g) Cancellation of Paternity Leave

Paternity leave, applied for under subclause (2)(c)(ii)(aa) of this clause but not commenced, shall be cancelled when the pregnancy of the employee's spouse terminates other than by the birth of a living child.

(h) Paternity Leave and Other Leave Entitlements

(i) Provided the aggregate of any leave, including leave taken under this clause, does not

exceed the period to which the employee is entitled under subclause (2)(c) of this clause an employee may, in lieu of or in conjunction with paternity leave, take any annual leave or long service leave or any part to which he is entitled.

(ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during his absence on paternity leave.

(i) Effect of Paternity Leave on Employment

Subject to this clause, notwithstanding any award, or other provision to the contrary, absence on paternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

(j) Termination of Employment

(i) An employee on paternity leave may terminate his employment at any time during the period of leave by notice given in accordance with this Agreement.

(ii) An employer shall not terminate the employment of an employee on the ground of his absence on paternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(k) Return to Work after Paternity Leave

(i) An employee shall confirm his intention of returning to his work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of paternity leave provided by subclause (2)(c)(ii) of this clause.

(ii) An employee, upon returning to work after paternity leave or the expiration of the notice required by subclause (2)(c)(i) of this clause, shall be entitled to the position which he held immediately before proceeding on paternity leave.

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

(l) Replacement Employees

(i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on paternity leave.

(ii) Before an employer engages a replacement employee, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

(iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising his rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

(iv) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

(3) Adoption Leave

(a) Nature of Leave

Adoption leave is unpaid leave.

(b) Definitions

For the purposes of this clause—

(i) Employee includes a part-time employee but does not include any employee engaged upon casual or seasonal work.

(ii) Child means a person under the age of five years who is placed with the employee for the purpose of adoption, other than a child or stepchild of the employee or of the spouse of the employee of a child who has previously lived continuously with the employee for a period of six months.

(iii) Relative Adoption occurs where a child, as defined, is adopted by a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

(iv) Primary care-giver means a person who assumes the principal role of providing care and attention to a child.

(v) Spouse includes a former spouse.

(vi) Continuous service means service under an unbroken contract(s) of employment and includes—

(aa) any period of leave taken in accordance with this clause;

(bb) any period of leave or absence authorised by the employer or by the award.

(c) Eligibility for adoption leave—

An employee, upon production to the employer of the documentation required by subclause (3)(d) of this clause, shall be entitled to one or two periods of adoption leave, the total of which shall not exceed 52 weeks, in the following circumstances—

(i) an unbroken period of up to three weeks at the time of placement of the child;

(ii) a further unbroken period of up to 52 weeks from the time of the placement in order to be the primary care-giver of a child. This leave shall not extend beyond one year after the placement of the child and shall not be taken concurrently with adoption leave taken by the employee's spouse in relation to the same child. The entitlement of up to 52 weeks shall be reduced by—

(aa) any period of leave taken pursuant to subclause (3)(c)(i) of this clause; and

(bb) the aggregate of any periods of adoption leave taken or to be taken by the employee's spouse.

(ii) the employee must have had at least 12 months' continuous service within Catholic Education immediately preceding the date which he or she proceeds on such leave in either case.

(d) Certification

(i) Before taking adoption leave the employee must produce to the employer—

(aa) A statement from the adoption agency or other appropriate body of the presumed date of placement of the child with the employee for the adoption purposes; or

(bb) A statement from the appropriate government authority confirming that the employee is to have custody of the child pending an application for an adoption order.

(ii) In relation to any period to be taken under subclause (3)(c)(ii) of this clause, an agreement shall exist stating—

(aa) the employee is seeking adoption leave to become the primary care-giver of the child;

(bb) particulars of any period of adoption leave sought or taken by the employee's spouse; and

(cc) that for the period of adoption leave the employee will not engage in any act inconsistent with his/her contract of employment.

(e) Notice requirements

(i) Upon receiving notice of approval for adoption purposes, an employee shall notify the employer of such approval and within 2 months of such approval shall further notify the employer of the period or periods of adoption leave the employee proposes to take. In the case of relative adoption the employee shall notify as aforesaid upon deciding to take the child into custody pending an application for adoption.

(ii) An employee shall not be entitled to adoption leave unless the employee has not less than 12 months continuous service with the employer immediately preceding the date upon which he/she proceeds upon such leave.

(iii) An employee shall, as soon as the employee is aware of the presumed date of placement of a child for adoption purposes but no later than 14 days before such placement give notice in writing to the employer of such date, and of the date of the commencement of any period to be taken under subclause (3)(c)(i) of this clause.

(iv) An employee shall, ten weeks before the proposed date of commencing any leave to be taken under subclause (3)(c)(ii) of this clause give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.

(v) An employee shall not be in breach of this clause, as a consequence of failure to give the stipulated period of notice in accordance with subclauses (3)(e)(iii) and (3)(e)(iv) of this clause if such failure is occasioned by the requirement of an adoption agency to accept earlier or later placement of a child, the death of the spouse or other compelling circumstances.

(f) Variation of Period of Adoption Leave

(i) the period of adoption leave may be lengthened once only by the employee giving not less than fourteen (14) days' notice in writing stating the period by which the leave is to be lengthened;

(ii) the period may be further lengthened by agreement between the employer and the employee, in accordance with the provisions outlined in Clause 12.—Leave Without Pay of this Agreement;

(iii) the period of adoption leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(g) Cancellation of Adoption Leave

(i) Adoption leave, applied for but not commenced, shall be cancelled should the placement of the child not proceed.

(ii) Where the placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue, the employee shall notify the employer forthwith and the employer shall nominate a time not exceeding four weeks from receipt of notification for the employee's resumption of work.

(h) Special Leave

The employer shall grant to any employee who is seeking to adopt a child, such unpaid leave not exceeding two days, as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee the employer may require the employee to take such leave in lieu of special leave.

(i) Adoption Leave and Other Leave Entitlements

(i) Provided the aggregate of any leave, including leave taken under this clause, does not exceed the period to which the employee is entitled under subclause (3)(c) of this clause, an employee may, in lieu of or in conjunction with adoption leave, take any annual leave or long service leave or any part to which he or she is entitled.

(ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during the employee's absence on adoption leave.

(j) Effect of Adoption Leave on Employment

Subject to this clause, notwithstanding any award, or other provision to the contrary, absence on adoption leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

(k) Termination of Employment

(i) An employee on adoption leave may terminate the employment at any time during the period of leave by notice given in accordance with this Agreement.

(ii) An employer shall not terminate the employment of an employee on the ground of the employee's application to adopt a child or absence on adoption leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(l) Return to Work After Adoption Leave

(i) An employee shall confirm the intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of adoption leave provided by subclause (3)(c) of this clause.

(ii) An employee, upon returning to work after adoption leave shall be entitled to the position held immediately before proceeding on such leave.

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

(m) Replacement Employees

(i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on adoption leave.

(ii) Before an employer engages a replacement employee, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

(iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising his/her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

(iv) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

16.—LONG SERVICE LEAVE

(1) Subject to subclause (3) of this clause, an employee who has completed ten years' continuous service with the employer shall be entitled to ten weeks' long service leave. For each subsequent period of ten years' service an employee shall be entitled to an additional ten weeks' long service leave.

(2) In calculating an employee's entitlement under this clause, continuous service with the employer prior to the 1st day of January 1997 shall be taken into account in the following manner—

(a) In the case of an employee who has already accrued an entitlement to long service leave with the employer prior to the 1st day of January, 1997, the employee shall continue to accrue subsequent entitlements to long service leave in accordance with the provisions of subclause (1) of this clause.

(b) In the case of an employee who, at the 1st day of January 1997, had not accrued an entitlement to long service leave, the employee's entitlement shall be calculated on the following basis—

For any period of continuous employment prior to the 1st day of January 1997, an amount calculated on the basis of 13 weeks' long service leave on full pay for each 15 years of continuous service, in accordance with the relevant award.

(c) In the case of an employee covered by the *Independent Schools Administrative and Technical Officers Award 1993* who, at the 1st day of January 1993, had not accrued an entitlement to long service leave, the employee's entitlement shall be calculated on the following basis—

For any period of continuous employment prior to the 1st day of January 1993, an amount calculated on the basis of 13 weeks' long service leave on full pay for each 15 years of continuous service.

(d) In the case of employees who have worked less than full-time during the accrual period, long service leave shall be paid at the rate of the average of hours worked over the accrual period.

(3) The expression "continuous service" includes any period during which the employee is absent on full pay from their duties, but does not include—

(a) Any period exceeding two weeks during which the employee is absent on leave without pay. In the case of leave without pay which exceeds eight weeks in a continuous period, the entire period of that leave is excised in full;

(b) Any service of an employee who resigns or is dismissed, other than service prior to such resignation or prior to the date of any offence in respect of which they are dismissed by the employer, when that prior service has actually entitled the employee to long service leave under this clause.

(4) Any entitlement to annual leave that falls due during the period of long service leave shall be recognised as extra leave and not included in the long service leave.

(5) Any public holiday which occurs during the period an employee is on long service leave shall be treated as part of the long service leave and extra days in lieu thereof shall not be granted.

(6) Where an employee has become entitled to a period of long service leave in accordance with this clause, the employee shall commence such leave as soon as possible after the accrual date, or in a manner mutually agreed between the employer and employee.

(7) Payment for long service leave shall be made—

(a) in full before the employee goes on leave, or

(b) by the normal fortnightly payment intervals; or

(c) by agreement between the employee and the employer.

(8) Where an employee has completed at least 7 years' service but less than 10 years' service and employment is terminated—

(a) by their death;

(b) in any circumstances, other than serious misconduct,

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

(9) In the case to which subclause (8) of this clause applies and in any case in which the employment of the employee who has become entitled to leave hereunder is terminated before such leave is taken or fully taken the employer shall, upon termination of employment otherwise than by death, pay to the employee and upon termination by death, pay to the personal representative of the employee upon request by the personal representative, a sum equivalent to the amount which would have been payable in respect of the period of leave to which they are entitled or deemed to have been entitled and which would have been taken but for termination. Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.

17.—ANNUAL LEAVE LOADING

(1) An annual leave loading shall be included in the final payment of ordinary wages made in December of each year to employees who have become entitled to annual leave in accordance with this Agreement.

(2) Subject to the annual leave or vacation leave provisions in Parts I through to VI of this Agreement, the annual leave loading shall be 17.5 per cent of four weeks' wages at the rate of pay applicable at the time of payment.

(3) If an employee commences after the beginning of first term in a calendar year then the leave loading shall be paid, proportionate to the length of service in that year, in December of that year, provided that the employee's contract of employment is continuing into the next calendar year.

18.—PUBLIC HOLIDAYS

(1) The following days, or the days observed in lieu shall, subject to subclause (3) of this clause, be allowed as holidays without deduction of pay namely: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day.

(2) (a) When any of the days mentioned in the subclause (1) of this clause falls on a Saturday or a Sunday the holidays shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or a Monday the holiday shall be observed on the next succeeding Tuesday.

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

(b) When any of the days observed as a holiday under this clause falls on a day when a school employee (see Part IV—Clause 39.—Classifications of this Agreement) is rostered off duty and is a day that the employee would normally have worked and he/she has not been required to work on that day, he/she shall be paid as if the day was an ordinary working day, or if he/she agrees, be allowed a day's leave with pay in lieu of the holiday at a time mutually acceptable to the employer and the employee.

(3) An employee who, on a day observed as a holiday under this clause is required to work during his/her ordinary hours of work shall be paid for the time worked at the rate of 2.5 times their ordinary rate or, if he/she agrees, be paid for the time worked at the rate of time and one-half and in addition be allowed to take a day's leave with pay on a day mutually acceptable to the employer and the employee.

(4) The provisions of this clause shall not apply to casual employees.

19.—CASUAL EMPLOYEES

(1) A casual employee shall be engaged on an hourly contract of service with a minium payment of—

(a) 2 hours; or

(b) 4 hours for school employees; or

(c) 1 day for an employee as defined in Clause 45.—Classifications of this Agreement.

(2) A casual employee shall be paid 20 per cent in addition to the rates prescribed for the work performed.

(3) A casual employee shall be paid for all work performed on any of the days prescribed in subclause (1) of Clause 18.—Public Holidays of this Agreement at the rate of double time and one-half.

(4) A casual employee is defined as an employee who is not employed on a regular basis and who is engaged by the employer for a period not exceeding four weeks in duration.

20.—PART-TIME EMPLOYEES

(1) Notwithstanding anything contained in this Agreement, employees may be regularly employed to work less hours per week or weeks per year than are prescribed in the applicable clauses of this Agreement, and such employees shall be remunerated at a weekly rate pro-rata to the rate prescribed for the classification of work on which they are engaged in the proportion which their hours of work bear to the Hours clause of this Agreement, for their classification and level of work.

(2) When an employee is employed under the provisions of this clause, he/she shall receive payment for annual/vacation leave, and sick leave on a pro-rata basis in the same proportion as the number of hours regularly worked each week bears to a full-time employee of the same classification.

21.—HIGHER DUTIES

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

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

22.—REST PAUSES AND MEAL BREAKS

(1) All employees shall be allowed a tea break of 10 minutes daily between the second and third hour from starting time each day. Such tea break shall be counted as time worked: provided that such employees responsible for supervising children continue such supervision during the said tea break.

(2) All employees shall be allowed a meal break of not less than 30 minutes nor more than one hour between the hours of 12.00 noon and 2.00pm. Such time shall not count as time worked.

(3) For employees classified in Part VI of this Agreement who are rostered on duty during meal times shall be entitled to a meal and shall be allowed sufficient time to have such meal.

23.—TRAVELLING AND MOTOR VEHICLE ALLOWANCES

(1) Where an employee is required and authorised to use his/her own motor vehicle in the course of his/her duties he/she shall be paid an allowance not less than that provided for in the schedules set out hereunder. Notwithstanding anything contained in this subclause the employer and the employee may make any other arrangement as to motor vehicle allowance not less favourable to the employee.

(2) Where an employee in the course of a journey travels through two or more of the separate areas, payment at the rates prescribed herein shall be made at the appropriate rate applicable to each of the separate areas traversed.

(3) A year for the purpose of this clause shall commence on the 1st day of July and end on the 30th day of June the next following year.

Rates of Hire for use of Employee's own Vehicle on Employer's Business

Schedule 1—Motor Vehicle Allowance

	Engine Displacement (in Cubic Centimetres)		
Rate per kilometre Area & Details	Over 2600cc	1600cc-2600cc	1600cc & Under
Metropolitan Area	57.3	50.4	43.9
South West Land Division	58.8	51.7	45.1
North of 23.5° South Latitude	65.1	58.0	50.4
Rest of the State	60.5	53.3	46.3

Motor vehicles with rotary engines are to be included in the 1600—2600cc category.

Schedule 2—Motor Cycle Allowances

Distance travelled during a year on Official Business	Rate Cents per Kilometre
All Areas of State	17.8

24.—LOCATION ALLOWANCES

(1) Subject to the provisions of this clause, in addition to the wages prescribed in this Agreement an employee shall be paid the following weekly allowances when employed in the towns described hereunder. Provided that where the wages are prescribed as fortnightly rates of pay, these allowances shall be shown as fortnightly allowances. These rates are subject to change from time to time in accordance with the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 1 of 1996.

Town	Married Persons allowance $ per week	Single Persons allowance $ per week
Balgo Hills	144.10	72.05
Boulder	13.00	6.50
Beagle Bay	130.20	65.10
Billiluna	144.10	72.05
Broome	94.00	47.00
Carnarvon	40.40	20.20
Derby	98.00	49.00
Esperance	24.80	12.40
Gibb River	143.30	71.65
Kalgoorlie	13.00	6.50
Karratha	97.00	48.50
Kununurra	123.00	61.50
Lake Gregory	144.10	72.05
Lombadina	130.20	65.10
Port Hedland	90.60	45.30
Red Hill	115.80	57.90
Ringer Soak	144.10	72.05
Southern Cross	23.80	11.90
Tardun	17.40	8.70
Turkey Creek	130.20	65.10
Wyndham	120.00	60.00

(2) Except as provided in subclause (3) of this clause, an employee who has a dependant shall be paid double the allowance prescribed in subclause (1) of this clause.

(3) Where an employee

(a) is provided with board and lodging by his/her employer, free of charge; or

(b) is provided with an allowance in lieu of board and lodging such employee shall be paid 66 and two-third per cent of the allowances prescribed in subclause (1) of this clause.

(4) Subject to subclause (2) of this clause, junior employees, casual employees, part-time employees, apprentices receiving less than adult rate and employees employed for less than a full week shall receive that proportion of the location allowance as equates with the proportion that their wage for ordinary hours that week is to the adult rate for the work performed.

(5) Where an employee is on annual leave or receives payment in lieu of annual leave he/she shall be paid for the period of such leave the location allowance to which he/she would ordinarily be entitled.

(6) Where an employee is on long service leave or other approved leave with pay (other than annual leave) he/she shall only be paid location allowance for the period of such leave he/she remains in the location in which he/she is employed.

(7) (a) For the purpose of this clause "dependent" shall take on the definition as described by the Australian Taxation Office for such purposes.

(b) The income used as a dependency test shall be adjusted on 30 June each year in accordance with variations to the taxable limit for earnings for the dependent spouse rebate.

(8) Subject to the making of a General Order pursuant to section 50 of the Act, that part of each location allowance representing prices shall be varied from the beginning of the first pay period commencing on or after the 1st day of July of each year in accordance with the annual percentage change in the Consumer Price Index (excluding housing), for Perth measured to the end of the immediately preceding March quarter, the calculation to be taken to the nearest ten cents.

25.—SUPERANNUATION

(1) Employer Contributions

(a) An employer shall contribute to superannuation for each employee in accordance with federal legislation to one of the following approved superannuation funds—

(i) CONCEPT ONE—superannuation plan which was established and is governed by a trust deed and rules dated 23 September 1986, as amended; and

(ii) an exempted fund allowed by subclause (3) of this clause.

(b) Employer contributions shall be paid at least monthly for each week of service that the eligible employee completes with the employer.

(c) "Ordinary Time Earnings" means the salary or other remuneration periodically received by the employee in respect to the time worked in ordinary hours and/or any other rate paid for all purposes of this agreement to which the employee is entitled for ordinary hours of work.

(2) Fund Membership

(a) "Eligible Employee" shall mean a full-time or part-time employee who earns more than $450.00 per month.

(b) An employee shall not be eligible to join the fund until he/she has completed one month's satisfactory service. On completion of this period the employee shall be entitled to the appropriate employer contribution, from the date of the employee's commencement.

(3) Exemption

Exemptions from the requirements of this clause shall apply to an employer who at the date of this Agreement—

(a) was contributing to a superannuation fund, in accordance with an order of an industrial tribunal; or

(b) was contributing to a superannuation fund in accordance with an order, award or an agreement of an industrial tribunal, for a majority of employees and makes payment for employees covered by this Agreement in accordance with that order, award or agreement; or

(c) subject to notification to the Union, was contributing to a superannuation fund for employees covered by this Agreement where such payments are not made pursuant to an order of an industrial tribunal;

(d) was not contributing to a superannuation fund for employees covered by this Agreement; and

(i) written notice of the proposed alternative superannuation fund is given to the Union; and

(ii) contributions and benefits of the proposed alternative superannuation fund are no less than those provided by this clause; and

(iii) within one month of the notice prescribed in subparagraph (d)(i) of this subclause being given, the Union has not challenged the suitability of the proposed fund by notifying the Western Australian Industrial Relations Commission of a dispute.

(4) The employer shall provide such facilities as is appropriate to ensure that all employees are adequately informed of the provisions of the superannuation funds available.

26.—PAYMENT OF WAGES

(1) Wages shall be paid fortnightly or monthly.

(2) Accompanying each payment of wages shall be a pay advice slip to be retained by the employee. On this slip the employer shall clearly detail the employee's name, hourly rate, overtime, penalties, allowances, gross wage, deductions broken down to—

(a) taxation; and

(b) other

and the net wage.

(3) On termination of employment the employer shall pay to the employee all moneys payable to that employee before the employee leaves the premises or the same shall be forwarded to the employee by post on the following day.

27.—TIME AND WAGES RECORD

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

(a) Name of each employee.

(b) The nature of their work.

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

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

(e) The age of each junior employee.

Any system of automatic recording by machines shall be deemed to comply with this provision to the extent of the information recorded.

(2) The salary records shall be open for inspection by a duly accredited official of the Union during the usual office hours at the employer's office and the official may be allowed to take extracts therefrom.

(3) The employer may refuse the representative access to the records if—

(a) the employer is of the opinion that access to the records by the representative of the organisation would infringe the privacy of persons who are not members of the organisation; and

(b) the employer undertakes to produce the records to an Industrial Inspector within 48 hours of being notified of the requirement to inspect by the representative.

(4) The power of inspection may only be exercised by a representative of an organisation of employees authorised for the purpose in accordance with the rules of the organisation.

(5) Before exercising a power of inspection, the representative shall give reasonable notice of not less than 24 hours to an employer.

28.—RIGHT OF ACCESS, NOTICES AND INTERVIEWS

(1) Material approved by the Union will be displayed on a notice board or a mutually agreed location, which is easily accessible by employees.

(2) Every employee shall be provided with access to a copy of this Agreement by the employer.

(3) The Secretary of the Union or authorised representative will, on prior notification to the employer, have the right to enter the employer's premises during working hours, including meal breaks for the purpose of distributing information and or discussing with employees covered by this Agreement, the legitimate business of the Union and or for the purposes of investigating complaints concerning the application of this Agreement, but shall in no way unduly interfere with the work of the employees.

29.—DISPUTE SETTLING PROCEDURES

(1) The principles of conciliation and direct negotiation shall be adopted for the purpose of prevention and settlement of any questions, disputes or difficulties that may arise.

(2) The parties to the dispute shall take an early and active part in discussion and negotiation aimed at preventing or settling questions, disputes or difficulties in accordance with the agreed procedures set out hereunder.

(3) The provisions of this clause shall not preclude an employee from discussing any grievance with a Union representative or a representative of their choice as he/she deems fit. Neither shall the provisions of this clause pre-empt, limit or delay the right of the Union to enter into direct negotiations with the employer to resolve matters in dispute or to address matters of mutual concern.

(4) Procedure of Settlement of Disputes

(a) The employee and the employee's supervisor shall confer, identify the facts and where possible, resolve the issue.

(b) If not resolved, the employee and the employer shall confer and, where possible, resolve the issues.

(c) If not resolved, the parties to the dispute may confer with the parties to this Agreement on this matter, and where possible, resolve the issue.

(d) If the matter is still not settled, it may be referred to the Western Australian Industrial Relations Commission for conciliation/arbitration.

(5) Until the matter is resolved in accordance with the above procedure, the status quo shall remain. While the above

procedure is being followed, no party shall be prejudiced as to the final settlement by the continuation of work in accordance with this procedure.

(6) It is acknowledged that if the dispute relates to an alleged ambiguity or uncertainty in this Agreement any party may at any time apply for variation of the Agreement to eliminate the alleged uncertainty or ambiguity.

PART III

TEACHER'S AIDES' / TEACHING ASSISTANTS

30.—HOURS

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

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

31.—WAGES

(1) The rate of wage payable to employees engaged in the classifications prescribed in Clause 32.—Classifications of this Agreement after the 22nd day of May 1997 shall be—

Step	Hourly Rate		Annual Rate	
	$	7.2%	$	7.2%
Step 1	10.04	10.76	17,020.00	18,245.44
Step 2	10.23	10.97	17,342.00	18,590.51
Step 3	10.43	11.18	17,681.00	18,954.03
Step 4	10.67	11.43	18,088.00	19,390.34
Step 5	10.96	11.75	18,580.00	19,917.76
Step 6	11.33	12.15	19,207.00	20,589.90
Step 7	11.64	12.48	19,732.00	21,152.70
Step 8	11.71	12.55	19,851.00	21,280.27
Step 9	12.02	12.89	20,377.00	21,844.14
Step 10	12.32	13.21	20,885.00	22,388.72
Step 11	12.51	13.41	21,207.00	22,733.90
Step 12	12.65	13.56	21,445.00	22,989.04
Step 13	13.25	14.20	22,469.00	24,086.77
Step 14	13.86	14.86	23,493.00	25,184.50
Step 15	14.46	15.50	24,519.00	26,284.37

Progression through the wages scale shall be by annual increment.

(2) A Teachers' Aide left in charge of pupils for a full session shall be paid at his/her ordinary rate plus 10 per cent for the period for which they are left in charge, provided that, if the period for which the employee is left in charge exceeds three days, they shall be paid at the ordinary rate plus 20 per cent for the whole period for which they are in charge, except where provided for in the Catholic Education Office Aboriginal Teaching Assistants Manual.

(3) (a) Child Care Workers	$ (per hour)	7.2%
First year of experience	11.82	12.67
Second year of experience	13.00	13.94
Third year of experience	13.63	14.61
Fourth year of experience	14.26	15.29
Fifth year of experience	14.90	15.97

(b) An employee left in charge of pupils for a full session or more shall be paid no less than the rate applicable to a child care worker in their fifth year of employment for the whole period they are in charge, except where provided for in the Catholic Education Office Aboriginal Teaching Assistants Manual.

(4) An employee who has had previous experience relevant to employment covered by this Agreement may have that experience taken into account in determining the "year of employment" at which an employee is appointed and paid.

(5) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the employee into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being an employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

32.—CLASSIFICATIONS

Level One

Teachers' Aides in Primary Schools, Pre-Primary Schools or Pre-schools, Teaching Assistants, Home Economic Assistants, Physical Education Assistants.

Aboriginal Teaching Assistants.

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

Enter Step 1

Exit Step 5

Level Two

Aboriginal Teaching Assistants in secondary schools.

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

Enter Step 6

Exit Step 7

Aboriginal Teaching Assistants in Primary schools who have completed the Certificate of Educational Practice or equivalent accredited course.

Step 7

Level Three

Aboriginal Teaching Assistants in secondary schools who have completed the Certificate of Educational Practice.

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

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

Aboriginal Teaching Assistants on satisfactory completion of Certificate III in Education (Aboriginal & Torres Strait Islander)

Enter Step 8

Exit Step 10

Level Four

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

Teaching Assistants who have completed Certificate IV in Education (Aboriginal and Torres Strait Islander) or Certificate in Community Teaching as specified in the Aboriginal Teaching Assistants Programme Manual.

Step 11

Employees who have completed the Child Care Certificate, Diploma of Children Services (0-5 yrs), National Nursery Examination Board Certificate or other equivalent qualifications as agreed between the Union and the employer.

Aboriginal Teaching Assistants on satisfactory completion of the second year of Aboriginal Teachers' Training Course.

Teaching Assistants who have completed the Diploma in Education (Aboriginal and Torres Strait Islander) or the Associate Diploma in Community Teaching or one year of Bachelor of Arts (Education) as specified in the Aboriginal Teaching Assistants Manual.

Teachers' Assistants who have completed the Advanced Teacher Aide Certificate Special Needs.

Step 12

Level Five

Aboriginal Teaching Assistants who have completed a Diploma in Education (Aboriginal and Torres Strait Islander) or the Associate Diploma in Education (Community Teaching) and are working in specified schools as Community Teaching Associates.

Enter Step 13

Exit Step 15

33.—VACATION LEAVE

(1) Except as hereinafter provided an employee shall be allowed the holidays granted by the school in which he/she is employed, including term and Christmas vacations, without deduction of pay.

(2) Subject to the provisions of subclause (3) of this clause, each employee shall be paid his/her ordinary wages for any day on which he/she is relieved of the obligation to present himself/herself for work.

(3) An employee who is employed to work less than the full school year shall be entitled to payment at the ordinary rate of pay for or in lieu of the term and Christmas vacation periods related to that school year on the basis of one week's pay for each four weeks which the employee was employed to actually work in the school.

PART IV

SCHOOL EMPLOYEES

34.—HOURS

(1) Subject to this Agreement, the ordinary working hours for full-time employees shall be an average of 38 hours per week, to be worked in not more than 40 hours in any week, or eight in any day and shall be worked on any five days of the week.

(2) Subject to Clause 36.—Overtime of this Agreement, the spread of shift in any one day shall not exceed 12 and a ½ hours.

(3) In addition to meal breaks, there may be one break of at least two hours in each shift for kitchen and dining room employees.

(4) As the means of working a 38 hour week, a full-time employee who works 40 hours per week, shall be entitled to payment including shift and weekend penalties for the following days on which the employee shall not be required to attend for work—

(a) Three agreed days during the first school term vacation in each year.

(b) Two agreed days during each of the other school term vacations.

(c) Five agreed days during the Christmas vacation.

(5) In lieu of the provisions of subclause (4) of this clause and notwithstanding other provisions of this Agreement and by agreement between an employer and a majority of employees covered by this Agreement at a workplace, as a means of working a 38 hour week the following may apply—

(a) with at least seven days' notice to the Union by the employer, the hours of work may be arranged so that an employee works 76 hours over nine days each fortnight with the tenth day off on full pay; or

(b) with at least seven days' notice to the Union by the employer, the hours of work may be arranged so that an employee works 152 hours over 19 days in each four week period with one day off on full pay in conjunction with other day(s) off work; or

(c) by agreement with the Union, the hours of work may be arranged so as to provide any other form of implementation of a 38 hour week.

(6) (a) A part-time employee shall be given payment for the days referred to in subclauses (4) and (5) of this clause in the proportion that the hours worked each week bear to 40. A part-time employee shall be granted the days referred to in subclauses (4) and (5) of this clause in the proportion that the number of days worked each week bears to five.

(b) By agreement in writing between the employer and the employee, a part-time employee who works 30 hours per week or less may be paid for all hours worked at the 38 hour week rate in lieu of payment for the days prescribed in subclauses (4) and (5) of this clause.

(7) Subject to the provisions of subclause (4) of this clause, during the school vacation periods the employer shall be relieved of the obligation to provide work and the employee shall not be entitled to the payment of wages in respect of any such period during which no work is performed other than any period during which the employee is on annual leave or a public holiday where the public holiday falls on a day on which the employee would normally be employed to work. Provided that the maximum period covered by this subclause shall be four weeks (20 days) in any one year.

35.—ROSTERS

(1) A roster of the working hours shall be exhibited in the office of each school/college and in such other place as it may be conveniently and readily seen by each employee concerned.

(2) Such roster shall show—

(a) the name of each employee; and

(b) the hours to be worked by each employee each day and the breaks in shifts to be taken.

(3) (a) The roster in the office shall be open for inspection by a duly accredited representative of the Union at such times and place as the record book is so open for inspection.

(b) A duly accredited representative of the Union shall be permitted to inspect the roster available to the employees not more than once in any week during the times the record book is so open for inspection.

(4) Such roster shall be drawn up in such manner as to show the hours of each employee for one week in advance of the date of the roster, and may only be altered on account of the sickness or absence of an employee, or on account of any contingency that the employer could not reasonably foresee, or due to private arrangement between the employees themselves.

36.—OVERTIME

(1) All work done outside the daily spread of hours provided in Clause 34.—Hours of this Agreement, or beyond eight hours in any one day or beyond 40 hours in any one week shall be deemed overtime.

(2) Overtime shall be paid for at the rate of time and one-half for the first two hours and double time thereafter provided that all overtime worked on Saturday and Sunday shall be paid for at the rate of double time.

(3) All work performed by any employee on his/her rostered days off or on days worked in excess of those provided in Clause 34.—Hours of this Agreement, shall be paid for at the rate of double time except where such day is a public holiday when double time and one-half shall be paid.

(4) Any employee recalled to work after his/her normal hours of duty shall be paid for a minimum of three hours at overtime rates and for all reasonable expenses incurred in returning to work.

37.—WEEKEND WORK

(1) All ordinary hours of work performed between midnight on Friday and midnight on Sunday shall be paid for at the rate of time and one-half.

(2) General Conditions

(a) Junior employees may be employed in the proportion of one junior to every two or fraction of two not being less than one adult employee employed in the same occupation, provided that this ratio may be altered by written agreement between the Union and the employee concerned.

(b) Senior employees other than the Head Groundsperson and leading hands appointed as such by the employer to be in charge of three or more other employees shall be paid $16.50 per week in addition to the rates prescribed herein.

(3) For all work done on any day after a break referred to in subclause (3) of Clause 34.—Hours of this Agreement, the employee shall be paid an allowance of $1.06 per hour for each such hour worked.

(4) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the employee into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being an employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

38.—WAGES

(1) The minimum weekly rates of wage payable from the beginning of the first pay period commencing on or after the 22nd day of May 1997 shall be—

	Minimum Hourly Rate $	7.2%	Minimum Annual Rate $	7.2%
Level 1 Cleaner	10.22	10.96	20,269.37	21,728.81

	Minimum Hourly Rate $	7.2%	Minimum Annual Rate $	7.2%
Level 2 Domestic employees including—Kitchen Attendant/Canteen Assistant House Attendant Dining Attendant Laundry Attendant Sewing Attendant	10.40	11.14	20,618.84	22,103.32
Level 3 Cooks (Other)	10.51	11.27	20,837.92	22,338.04
Level 4 Groundsperson	10.73	11.50	21,270.84	22,802.26
Level 5 First Cook Grade 1 or Cook working alone Groundsperson / Handyperson Grade 1 Sewing Supervisor	10.95	11.74	21,708.99	23,272.22
Level 6 Groundsperson / Handyperson, Grade 2 First Cook, Grade 2	11.17	11.98	22,141.92	23,735.92
Level 7 Senior Groundsperson/ Handy person Tradesperson Cook	11.61	12.45	23,012.99	24,670.11
Level 8 Head Groundsperson	13.81	14.80	27,363.13	29,333.21

(2) Junior Employees: Junior employees shall receive the following percentages of the adult rate for the class of work on which they are engaged.

	%
Under 16 years of age	60
16 to 17 years of age	70
17 to 18 years of age	80

(3) General Conditions

(a) Junior employees may be employed in the proportion of one junior to every two or fraction of two not being less than one adult employee employed in the same occupation, provided that this ratio may be altered by written agreement between the Union and the employer concerned.

(b) Senior employees other than the Head Groundsperson and leading hands appointed as such by the employer to be in charge of three or more other employees shall be paid $16.50 per week in addition to the rates prescribed herein.

(4) For all work done on any day after a break referred to in subclause (3) of Clause 34.—Hours of this Agreement, the employee shall be paid an allowance of $1.06 per hour for each such hour worked.

(5) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the employee into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

39.—CLASSIFICATIONS

Head Groundsperson: Shall mean a person in charge of the grounds of a large school who would be responsible for the supervision of all grounds staff. The person would have qualifications and/or experience in horticulture, preparation of turf wickets and lawn tennis courts, and could have the responsibility for a full size swimming pool.

Senior Groundsperson/Handyperson: Shall mean a person in charge of the grounds of a small school or section of a large school and who has completed an apprenticeship in horticulture or other relevant horticultural qualifications or who has substantial relevant experience within the horticultural or related industries to such an extent as would justify Grade 2 status. This person's duties would also consist of maintenance and minor repairs to external and internal fitments, equipment or outdoor furniture. Would have at least one full-time equivalent groundsperson under supervision. The senior groundsperson/handyperson could have responsibility for the maintenance of a swimming pool and lawn tennis courts, or equivalent levels of responsibility.

Groundsperson/Handyperson (Grade 2): Shall mean a person whose principal duties include tending a garden and grounds. This person's duties would also consist of maintenance and minor repairs to external and internal fitments, equipment or outdoor furniture. This person would work alone in a small school.

Groundsperson/Handyperson (Grade 1): Shall mean a person whose principal duties include tending a garden and grounds or part of a garden and grounds. This person's duties would also consist of maintenance and minor repairs to external and internal fitments, equipment or outdoor furniture. This person would work under the supervision.

Groundsperson: Shall mean an employee whose principal duties shall consist of tending a garden and grounds, working under supervision or working in a small school under the direction of the principal or bursar.

First Cook (Grade 2): Shall mean a person who is appointed as the senior cook in a school, who holds formal qualifications in cooking/catering or who has substantial relevant experience within the catering or related industries to such an extent as would justify Grade 2 status. A person without qualification would normally require a minimum of five years' experience to justify such status. This person could be required to supervise other staff and assist with the ordering of catering supplies.

First Cook (Grade 1): Shall mean a person appointed as First Cook or Cook Working Alone who does not have the qualifications or equivalent experience required for classification of First Cook (Grade 2).

Tradesperson Cook: Shall mean a First Cook, Grade 2 who has completed an apprenticeship in cooking, baking or pastry cooking.

40.—UNIFORMS

Where an employee is required by the employer to wear special clothing, such clothing shall be provided and laundered by the employer at his/her expense. Provided that alternative arrangements in respect of the supply and laundering of clothing may be made by agreement between an employer and the Union.

41.—PROTECTIVE CLOTHING

(1) Where employees are required to work in water they shall be supplied with rubber boots.

(2) Employees required to clean toilets, use acids, wash dishes, handle detergents, acids, soaps or injurious substances shall be provided with rubber gloves.

(3) Where the conditions of work are such that employees are unable to avoid their clothing becoming wet or dirty, they shall be supplied with suitable protective clothing free of charge by the employer.

(4) Where suitable protective clothing is supplied by the employer to an employee such clothing and footwear shall remain the property of the employer.

PART V

ADMINISTRATIVE AND TECHNICAL OFFICERS

42.—HOURS

(1) The ordinary hours of duty for a full-time employee shall be 37.5 hours per week Monday to Friday inclusive and the hours of duty per day shall be fixed by agreement between the employee and the employer. A full-time employee works a minimum of 40 weeks per year.

(2) In the absence of any agreement reached in accordance with subclause (1) of this clause, the following hours of duty shall apply—

The ordinary hours of duty shall not exceed 37.5 hours per week and shall be worked on Monday to Friday, between the hours of 8.00am and 5.00pm.

(3) The employee shall be allowed a meal break of not less than thirty minutes, nor more than one hour, to be taken between the hours of twelve noon and 2.00pm.

(4) All time worked at the direction of the employer before the usual starting time or after the usual finishing time, or beyond 7.5 hours in any one day, or outside the spread of hours as prescribed under subclause (1) or (2) of this clause, shall be deemed overtime and shall, at the discretion of the employee, be paid for at the employee's ordinary rate of pay or be given

paid time off in lieu equivalent to the time worked. The time in lieu taken in accordance with this subclause shall be at such time as is agreed between the employee and the employer.

(5) During the school vacation periods or any part thereof during which an employee cannot be usefully employed, the employer shall be relieved of the obligation to provide work and the employee shall not be entitled to the payment of salary in respect of any such period during which no work is performed other than any period during which the employee is on annual leave or a public holiday where the public holiday falls on a day on which the employee would normally be employed to work. Provided that the maximum period covered by this subclause shall be eight weeks in any one year.

43.—ANNUAL LEAVE

(1) An employee who has completed 12 months' continuous service or who has been employed for a minimum of 40 weeks in a calendar year shall be entitled to a minimum of 4 weeks' paid annual leave.

(2) All time for which the school is closed due to vacation leave shall count for the purpose of determining an employee's right to payment under this clause.

(3) Leave may be taken at a time agreed to between the employer and the employee.

(4) If after four weeks' continuous service in any qualifying period an employee lawfully leaves his/her employment or his/her employment is terminated by the employer through no fault of the employee, the employee shall be paid salary in lieu of annual leave proportionate to their length of service calculated to the nearest completed week of service.

(5) If an employee's commencement is after 1 January, then, by agreement between the employer and the employee, the employee may be granted pro-rata annual leave to the end of the calendar year. Subsequent years of employment can commence on 1 January.

(6) If any award holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there shall be added to that period one day, being an ordinary working day, for each such holiday observed as aforesaid.

44.—SALARIES

(1) (a) The minimum annual salary, according to classification and experience, payable to an employee after the 22nd day of May 1997 shall be—

Salary Level	Total Salary $ Per Annum	7.2%
LEVEL 1	19,751	21,173.07
	20,001	21,441.07
	20,251	21,709.07
	20,501	21,977.07
	20,751	22,245.07
	21,001	22,513.07
LEVEL 2	21,751	23,317.07
	22,251	23,853.07
	22,751	24,389.07
	23,251	24,925.07
	23,751	25,461.07
	24,251	25,997.07
LEVEL 3	25,251	27,069.07
	25,851	27,712.27
	26,451	28,355.47
	27,051	28,998.67
	27,651	29,641.87
	28,251	30,285.07
LEVEL 4	26,751	28,677.07
	27,751	29,749.07
	28,751	30,821.07
	29,751	31,893.07
	30,751	32,965.07
	31,751	34,037.07

(b) On appointment an employee shall be placed at the appropriate salary level according to full-time experience and the classifications as prescribed in Clause 45.—Classifications of this Agreement.

(c) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the employee into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being an employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

(d) An employee appointed to a salary rate shall proceed by annual increments to the maximum of that classification level.

(e) If during progression through the salary steps, and within an appropriate time frame prior to the employee's next annual increment, the employer considers such increment to be inappropriate due to work performance and as such does not recommend or authorise further progression, then the employer shall state the reasons in writing to the employee concerned.

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

(ii) If the improvement required is achieved, then the employee shall then proceed to his/her appropriate salary level.

(f) An employee shall only progress from one level to another in accordance with the provisions as prescribed in Clause 45.—Classifications of this Agreement.

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

(h) For the purposes of determing weekly or fortnightly salary, the annual salaries as prescribed in subclause (1) of this clause, shall be divided by 52.16 or 26.08 respectively.

(i) Where the conditions of employment of any employee are subject to the provisions of subclause (5) of Clause 42.—Hours of this Agreement, salary shall be averaged over the period of a full year.

(2) Junior Classification

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

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

45.—CLASSIFICATIONS

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

(1) Level 1.

(a) An employee at this level requires no prior experience or formal qualifications in the performance of the job and works under direct supervision.

(b) Examples of positions which may appropriately be classified as Level 1—

General clerical assistant, switchboard operator, word processing operator, data entry operator, laboratory attendant, school secretary and any assistant employed within the terms of Clause 4.—Scope of the *Independent Schools Administrative and Technical Officers Award 1993*.

(2) Level 2.

(a) An employee at this level performs duties under general supervision, may have acquired some relevant qualifications and is competent in the performance of tasks associated within Level 1 positions.

(b) Examples of positions which may appropriately be classified as Level 2, in addition to those prescribed for Level 1, are as follows—

Library assistant, laboratory assistant, accounts clerk, word processing operator, data process operator, secretarial duties, receptionist/switchboard operator and school secretary.

(3) Level 3.

(a) An employee at this level works as a competent skilled autonomous employee and has

knowledge, skills and demonstrated capacity to undertake complex tasks. The employee is likely to have TAFE/TERTIARY or equivalent qualifications.

(b) Examples of positions which may appropriately be classified as Level 3—

Technician employed in the audio visual, computer, media, library or laboratory departments and/or any other technician employed in the school, secretary, bookkeeper, computer system supervisor, senior clerk or senior computer operator, accounts, records and school secretary.

(4) Level 4.

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

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

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

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

PART VI

(BOARDING HOUSE) SUPERVISORS

46.—HOURS

(1) Subject to this Agreement, the working days and hours of duty shall be determined by written agreement between the employer, the employee and the Union.

(2) In the event of no agreement being reached in regard to hours of duty then the matter may be referred to the Western Australian Industrial Relations Commission for determination.

47.—ROSTERS

(1) The hours of duty for each employee shall be set out in a roster which shall contain the following details—

(a) the name of the employee/s;

(b) the starting and finishing times of each employee's shift, including any breaks which may be required during such shift;

(c) the day/s on which each employee is off duty.

(2) Such rosters shall be drawn up and posted one week in advance and may only be altered by agreement between the employer and the employee concerned.

(3) Where agreement cannot be reached, pursuant to subclause (2) of this clause, the employer may change the roster provided that not less than twelve hours' notice of such change is given to any employee so affected.

48.—VACATION LEAVE

(1) Except as hereinafter provided, an employee shall be allowed the holidays granted by the school in which they are employed, including term and Christmas vacations, without deductions of pay. An employee may be required for duty prior to the beginning of each term and following the end of each term for the purposes of preparing for the opening and/or closure of the boarding house.

(2) If after four weeks' continuous service in any calendar year an employee lawfully terminates employment or such employment is terminated by the employer through no fault of the employee, the employee shall be paid salary in lieu of vacation leave proportionate to the length of service. Provided that an employee who was actually engaged for all school terms in that calendar year shall be entitled to be paid for the whole of the vacation period of that year.

(3) Where an employee has been paid for leave which at the time of termination has not been fully accrued, the employer may deduct from any monies owed, that portion to which the employee is not entitled. Where the employment of an employee is terminated by the employer prior to the attainment of the accrued vacation leave, then the provisions of this subclause shall not apply.

(4) At any time in respect of which an employee is absent from work except time for which the employee is entitled to claim sick leave or leave provided for in the terms of this Agreement, shall not count for the purpose of determining the rights to vacation leave.

49.—SALARIES

(1) The minimum annual salary payable to employees after the 22nd day of May 1997 shall be as follows—

(a) Supervisor—

Salary Level	Total Salary $ Per Annum	7.2%
1st year of experience	19,957	21,393.90
2nd year of experience	20,726	22,218.27
3rd year of experience	21,751	23,317.07
4th year of experience	22,776	24,415.87
5th year of experience	23,801	25,514.67
6th year of experience	24,826	26,613.47

(b) Senior Supervisor—

1st year of experience	26,364	28,262.20
Thereafter	27,901	29,909.87

(c) Houseparent—

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

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

(3) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the employee into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being an employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

50.—CLASSIFICATIONS

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

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

(3) "Relief Supervisor"—shall mean an employee employed as per the boarding house roster for a period no exceeding four weeks.

(4) "Senior Supervisor"—shall mean any employee who is responsible for the overall supervision of the boarding house.

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

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

51.—LODGING CONDITIONS

(1) Lodging facilities are to be provided free of charge for any employee required to sleep over in a boarding house.

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

52.—GENERAL CONDITIONS

The employer shall make provision for the following—

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

(2) Access by employees to telephone facilities for emergency use.

PART VII

NURSES

53.—TIME OFF DUTY

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

54.—VACATION LEAVE

(1) Except as hereinafter provided, an employee shall be allowed the leave granted by the school in which he/she is employed without deduction of pay: Provided that such leave shall be not less than six weeks during Christmas vacation nor ten days during each of the term vacations.

(2) If after one month's continuous service in any qualifying twelve monthly period an employee terminates his/her employment or his/her employment is terminated by the employer through no fault of the employee, the employee shall be paid for such proportion of vacation leave as the number of completed months of his/her service in that qualifying period bears to the full qualifying period of twelve months.

(3) Any time in respect of which an employee is absent from work except time for which he/she is entitled to claim sick leave or time spent on school holidays or vacation leave as prescribed by this clause shall not count for the purpose of determing his/her rights to paid leave.

(4) An employee who is justifiably dismissed for misconduct shall not be entitled to the benefits of the provisions of this clause.

(5) No employee shall, during any period when he/she is on leave engage in any employment for hire or reward in substitution for the employment from which he/she is on leave, and if an employee breaches this provision he/she shall thereupon forfeit his/her right of leave upon which he/she has entered, and the employer shall be entitled to withhold any further payment in respect of the period and to reclaim payments already made on account of such period of leave.

(6) This clause shall not apply to casual employees.

55.—WAGES

(1) The minimum rate of wages payable to employees covered by this Agreement after the 22nd day of May 1997 shall be as follows—

	HOURLY RATE		TOTAL RATE		ANNUAL RATE
		7.2%	$ Per Week	7.2%	$
1st Year	12.83	13.75	487.60	522.70	27,264.03
2nd Year	13.45	14.41	511.10	547.89	28,577.94
3rd Year	14.07	15.08	534.70	573.19	29,897.59
4th Year	14.69	15.74	558.30	598.49	31,217.23
5th Year	15.31	16.41	581.90	623.79	32,536.88
6th Year	15.93	17.07	605.50	649.09	33,856.53
7th Year	16.55	17.74	629.00	674.28	35,170.44
8th Year	17.17	18.40	652.60	699.58	36,490.09

(2) Progression through the abovementioned scale shall be by annual increments.

(3) Where an employee is appointed to the position of Nurse, previous relevant nursing experience in an independent school or at a similar level, shall be taken into account in determining the appropriate incremental level. Experience shall include time spent in relevant post basic courses.

(4) Nurse shall mean one who is registered or entitled to be registered as a general trained nurse in Western Australia under the *Nurses Act, 1968—1980.*

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

(6) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the nurse into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being an employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

56.—LAUNDRY AND UNIFORMS

(1) Where an employee is required by the employer to wear a special uniform, sufficient uniforms shall be provided at the employer's expense. In lieu of providing uniforms, the employer shall pay an allowance of $4.70 per week to the employee.

(2) Uniforms shall be a laundered free of cost to employees. Where the uniforms of an employee cannot be laundered by the school an allowance of $1.50 per week shall be paid to the employee.

(3) For the purpose of this paragraph a uniform shall be deemed to be "required" unless the employer advises the employee that the wearing of uniforms is not a condition of employment.

57.—BOARD AND LODGING

(1) The charge for full board and lodging provided to an employee by the employer shall be $9.00 per night.

(2) Where the employer provides meals only to an employee the following charges shall apply—

	$
Lunch and dinner	3.50
Breakfast	2.00

(3) An accredited representative of The Australian Nursing Federation, Industrial Union of Workers, Perth, shall be entitled to inspect such food and accommodation at reasonable times.

(4) An employee shall not be charged for board and lodging when absent from the school for more than one day on annual leave, sick leave, long service or leave without pay.

(5) By agreement with the employee the amounts prescribed in subclauses (1) and (2) of this clause may be deducted from the salary of the employee.

(6) Future increases in board and lodging charges shall be adjusted in accordance with increases awarded under the current principles of wage fixation.

APPENDIX A

PARTIES BOUND

Employer Party

The Roman Catholic Bishop of Bunbury
Chancery Office
PO Box 1084
Bunbury WA 6230

Union Parties

Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch
61 Thomas Street
Subiaco WA 6008

The Australian Nursing Federation, Industrial Union of Workers Perth
Level 2
322 Hay Street
Subiaco WA 6008

The Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers 143 Edward Street
East Perth WA 6004

APPENDIX B

AWARDS

Independent Schools Administrative and Technical Officers Award 1993, No. A 15 of 1991

Independent Schools (Boarding House) Supervisory Staff Award, No. A 9 of 1990

Nurses' (Independent Schools) Award, No. 21B of 1962

School Employees (Independent Day & Boarding Schools) Award, 1980, No. R7 of 1979

Teachers' Aides' (Independent Schools) Award 1988, No. A27 of 1987

ENDORSEMENTS

Signed for and on behalf of—

The Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers	T. Howe
The Australian Nursing Federation, Industrial Union of Workers, Perth	H.G. Atrill
Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch	H. Creed
The Roman Catholic Bishop of Bunbury	Peter Quinn

SERVITE COLLEGE COUNCIL INC NON-TEACHING STAFF ENTERPRISE BARGAINING AGREEMENT 1997. No. AG 314 of 1997.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Servite College Council Inc

and

The Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch and Others.

No. AG 314 of 1997.

Servite College Council Inc Non-Teaching Staff Enterprise Bargaining Agreement 1997.

17 December 1997.

Order.

HAVING heard Ms A.M. Britto on behalf of the applicant and Ms D. MacTiernan on behalf of the Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch, Mr A. Dzieciol on behalf of the Australian Nursing Federation, Industrial Union of Workers, Perth and Ms T.I. Howe on behalf of the Independent Schools Salaried Officers Association of Western Australia, Industrial Union of Workers, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1997, hereby orders—

THAT the Servite College Council Inc Non-Teaching Staff Enterprise Bargaining Agreement 1997 filed in the Commission on the 31st day of October 1997 and as subsequently amended by the parties be registered on and from the 5th day of December 1997.

(Sgd.) A.R. BEECH,
[L.S.] Commissioner.

Schedule.

PART I

PARAMETERS

1.—TITLE

This Agreement shall be known as the "Servite College Council Inc Non-Teaching Staff Enterprise Bargaining Agreement 1997".

2.—ARRANGEMENT

Part I Parameters
1. Title
2. Arrangement
3. Term
4. Parties To The Agreement
5. Scope
6. Definitions
7. Objectives
8. No Reduction
9. No Extra Claims

Part II General Conditions of Service
10. Contract of Service
11. Other Leave
12. Leave Without Pay
13. Sick Leave
14. Family Leave
15. Parental Leave
16. Long Service Leave
17. Annual Leave Loading
18. Public Holidays
19. Casual Employees
20. Part-Time Employees
21. Higher Duties
22. Rest Pauses and Meal Breaks
23. Travelling and Motor Vehicle Allowances
24. Location Allowances
25. Superannuation
26. Payment of Wages
27. Time And Wages Record
28. Right of Access, Notices and Interviews
29. Dispute Settling Procedures

Part III Teacher's Aides' / Teaching Assistants
30. Hours
31. Wages
32. Classifications
33. Vacation Leave

Part IV School Employees
34. Hours
35. Rosters
36. Overtime
37. Weekend Work
38. Wages
39. Classifications
40. Uniforms
41. Protective Clothing

Part V Administrative and Technical Officers
42. Hours
43. Annual Leave
44. Salaries
45. Classifications

Part VI (Boarding House) Supervisors
46. Hours
47. Rosters
48. Vacation Leave
49. Salaries
50. Classifications
51. Lodging Conditions
52. General Conditions

Part VII Nurses
53. Time Off Duty
54. Vacation Leave
55. Wages
56. Laundry and Uniforms
57. Board and Lodging

Appendix A—Parties Bound
Appendix B—Awards
Endorsements

3.—TERM

(1) This Agreement shall—

(a) come into effect on the 5th day of December 1997;

(b) expire on the 31st day of December 1998.

(2) The parties have agreed to review the rates of pay by the 1st day of January 1998.

4.—PARTIES TO THE AGREEMENT

This Agreement is made between the employer set out in Appendix A—Parties Bound and the registered organisations of employees listed in Appendix A—Parties Bound.

5.—SCOPE

(1) This Agreement shall apply to those employees as defined in Clause 6.—Definitions of this Agreement employed by the employer as prescribed in Appendix A—Parties Bound.

(2) Where there is any inconsistency between this Agreement and the relevant award, this Agreement will apply to the extent of the inconsistency.

(3) Except as provided by this Agreement, the conditions of employment of non-teaching staff employed in Catholic Schools in Western Australia will be in accordance with the following awards—

Independent Schools Administrative and Technical Officers Award 1993;

School Employees (Independent Day & Boarding Schools) Award, 1980;

Teachers' Aides' (Independent Schools) Award 1988;

Independent Schools (Boarding House) Supervisory Staff Award

Nurses' (Independent Schools) Award.

(4) The number of employees covered by this Agreement is 15.

6.—DEFINITIONS

This Enterprise Bargaining Agreement covers the following classifications—

Teacher's Aides' / Teaching Assistants as defined in Part III, Clause 32.—Classifications of this Agreement;

School Employees as defined in Part IV, Clause 39.—Classifications of this Agreement;

Administrative and Technical Officers as defined in Part V, Clause 45.—Classifications of this Agreement;

(Boarding House) Supervisors as defined in Part VI, Clause 50.—Classifications of this Agreement;

Nurses as defined in Part VII, Clause 55.—Wages of this Agreement.

7.—OBJECTIVES

(1) The objectives of this Agreement are—

(a) To consolidate and develop further, initiatives arising out of the enterprise bargaining process.

(b) To maintain a just working environment in which education can be provided in harmony with the aims, objectives and philosophy of Catholic Education.

(c) To provide some consistency regarding general conditions of employment that exist for the different categories of non-teaching staff employed within Catholic schools.

(2) In pursuit of these objectives the parties are committed to further negotiations to simplify classification structures and examining the possibility of a generic classification structure.

8.—NO REDUCTION

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

9.—NO EXTRA CLAIMS

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

PART II

GENERAL CONDITIONS OF SERVICE

10.—CONTRACT OF SERVICE

(1) (a) Each employee shall, upon engagement, be given a letter of appointment wherein the general conditions of employment are stated.

(b) This shall include statements of—

(i) the classification;

(ii) the salary step relevant to the appointment;

(iii) the number of hours per week;

(iv) the weeks per year the employee is engaged for;

(v) whether the position is temporary; and/or

(vi) any other matter specific to the contract.

(2) The letter of appointment shall not contain any provision which is inconsistent with or contrary to any provision of this Agreement and/or the Award.

(3) (a) Except in the case of a casual/relief employee, the termination of service of any employee shall require a minimum of 2 weeks' notice by either party.

(b) Provided that the requirements of this subclause may be waived in part or in whole by mutual agreement between the employee and employer. Any request to waive such notice shall not be unreasonably withheld by the employer, where it is deemed that the employee has not been able to give the required notice through no fault of their own.

(c) Subject to the provisions of this subclause, failure to give the required notice shall make either party liable for the payment to the other party of an amount equivalent to the period of notice not given.

(d) The employer reserves the right to withhold or recover an amount equivalent to the period of notice not given. However, approval must be obtained from the Director of Catholic Education before such action is proceeded with.

(4) A temporary employee shall be employed in a part-time or full-time capacity for a period greater than four weeks' continuous service, and not more than a period of 12 months' continuous service.

(5) Where the period of employment of a casual employee exceeds five days the notice of termination of service shall be one day. Where the employment is for five days or less the engagement shall be considered to be a specific period and notice shall not be required.

(6) A part-time employee shall have an entitlement to sick leave, long service leave and annual leave on a pro-rata basis in the proportion of which his/her hours and/or weeks worked bear to the hours and/or weeks worked of a full-time employee.

(7) Upon termination a statement of service and a separate reference when requested by the employee shall be provided to the employee by the employer.

(8) Nothing within this clause detracts from the employer's right to dismiss summarily any employee for serious misconduct, in which case salary and entitlements shall be paid up to the time of dismissal only.

(9) The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Agreement, provided that such duties are not designed to promote de-skilling.

11.—OTHER LEAVE

(1) Bereavement Leave

(a) An employee shall, on the death of a member of the immediate family, be entitled to paid leave up to and including the day of the funeral of such relation, for a period of up to two days not exceeding the number of hours which would have been worked by the employee in that time. Proof of such death shall be furnished by the employee to the satisfaction of the employer.

(b) Provided that payment in respect of bereavement leave is to be made only where the employee otherwise would have been on duty and shall not be granted in any case where the employee concerned would have been off duty in accordance with the roster, or on long service leave, vacation leave, or on sick leave, or on workers' compensation, or on authorised leave without pay or on a public holiday.

(2) Examination Leave

An employee shall be granted sufficient time off with pay to travel to and sit for the examinations of any approved course of study.

12.—LEAVE WITHOUT PAY

(1) While an employee has the right to apply for leave without pay the granting of such leave is at the discretion of the employer.

(2) An employee applying for leave under this clause must state the period of such leave and the reason for which the leave is being sought.

(3) Leave without pay does not constitute a break in service but shall not count in calculating the period of service for any purpose of this Agreement unless where otherwise provided for in this Agreement.

(4) If an employee is granted leave without pay the question of the employee's specific duties on return to work should be considered before the granting of such leave and any arrangements made documented. If no prior arrangement is made, an employee, upon return to service shall be entitled to a position commensurate with the position held immediately prior to the commencement of such leave.

(5) The maximum period for which leave is granted under this clause shall be one year.

13.—SICK LEAVE

(1) (a) An employee shall be entitled to payment for non attendance on the ground of personal ill health or injury at the rate of ten (10) days per year, from the beginning of each year. For those employees who commence work at anytime throughout the year a pro-rata entitlement will apply.

(b) The unused portion of the entitlement prescribed in paragraph (a) of this subclause in any accruing year shall accumulate and may be availed of in the next or any succeeding year.

(c) Where an employee's employment is terminated prior to the end of the school year, the calculation for pro-rata entitlement of sick leave will be based on one sixth of a week for each completed month of service with the employer. Where an employee has utilised sick leave in excess of this entitlement the employer may deduct the excess portion from the final payment of wages to the employee.

(d) Where an employee's employment is terminated by the employer through no fault of the employee the provisions of paragraph (c) of this subclause shall not apply.

(e) An employee shall upon request to their employer be advised of their unused portion of sick leave. Where an employee has utilised sick leave in excess of their entitlement, they shall be advised of the provisions of paragraph (c) of this subclause.

(2) This clause shall not apply where the employee is entitled to compensation under the *Workers' Compensation and Rehabilitation Act 1981*.

(3) (a) Sick leave shall be granted provided the application is supported by a certificate from a legally qualified and registered medical practitioner stating the period during which the employee is unfit for duty.

(b) The employer shall not be entitled to a medical certificate for absences of less than three consecutive working days unless the total of such absences exceeds five days in any one accruing year.

(4) No payment shall be made for any absence due to the employee's wilful misconduct.

14.—FAMILY LEAVE

(1) Use of sick leave

(a) An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill. Such leave shall not exceed five (5) days in any calendar year and is not cumulative.

(b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

(c) The entitlement to use sick leave is subject to—

(i) the employee being responsible for the care of the person concerned; and

(ii) the person concerned being either—

(aa) a member of the employee's immediate family; or

(bb) a member of the employee's household.

(iii) the term "immediate family" includes—

(aa) a spouse (including a former spouse), of the employee; and

(bb) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

(iv) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(2) Use of unpaid leave

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill.

15.—PARENTAL LEAVE

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

(1) Maternity Leave

(a) Nature of leave

Maternity leave is unpaid leave.

(b) Definitions

For the purposes of this clause—

(i) Employee includes a part-time employee but does not include an employee engaged upon casual or seasonal work.

(ii) Paternity leave means leave of the type provided for in subclause (2) of this clause whether prescribed in an award or otherwise.

(iii) Child means a child of the employee under the age of one year.

(iv) Spouse includes a former spouse.

(v) Continuous service means service under an unbroken contract(s) of employment and includes—

(aa) any period of leave taken in accordance with this clause;

(bb) any period of leave or absence authorised by the employer or by the award.

(c) Eligibility for maternity leave

(i) An employee who becomes pregnant, upon production to her employer of the certificate required by subclauses (1)(d) and (1)(i) of this clause, shall be entitled to a period of up to fifty two (52) weeks' maternity leave provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of paternity leave taken by the employee's spouse in relation to the same child and apart from paternity leave of up to one week at the time of confinement shall not be taken concurrently with paternity leave.

(ii) Subject to subclauses (1)(d) and (1)(i) of this clause the period of maternity leave shall be unbroken and shall, immediately following confinement, include a period of six weeks' compulsory leave.

(iii) The employee must have had at least twelve (12) months' continuous service within Catholic Education immediately preceding the date upon such leave.

(d) Certification

At the time specified in subclause (1)(c) of this clause the employee must produce to her employer—

(i) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;

(ii) an agreement shall exist where for the period of maternity leave she will not engage in any act inconsistent with her contract of employment.

(e) Notice requirements

(i) An employee shall, not less than ten (10) weeks prior to the presumed date of confinement, produce to her employer the certificate referred to in subclause (1)(d)(i) of this clause.

(ii) An employee shall give not less than four (4) weeks' notice in writing to her employer of the date upon which she proposes to commence maternity leave stating the period of leave to be taken.

(iii) An employer by not less than fourteen (14) days' notice in writing to the employee may require her to commence maternity leave at any time within the six (6) weeks immediately prior to her presumed date of confinement. The employee may work within this period provided they produce a certificate from a registered medical practitioner stating that they are fit to do so.

(iv) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with subclause (1)(e)(ii) of this clause if such failure is occasioned by the confinement occurring earlier than the presumed date.

(f) Transfer to a safe job

(i) Where in the opinion of a duly registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

(ii) If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to, take leave for such period as is certified necessary by a registered medical practitioner. Such leave shall be treated as maternity leave for the purposes of subclauses (1)(j), (1)(k), (1)(l) and (1)(m) of this clause.

(g) Variation of Period of Maternity Leave

(i) The period of maternity leave may be lengthened once only by the employee giving not less than fourteen (14) days' notice in writing stating the period by which the leave is to be lengthened.

(ii) The period may be further lengthened by agreement between the employer and the employee, in accordance with the provisions outlined in Clause 12.—Leave Without Pay of this Agreement.

(iii) The period of maternity leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(h) Cancellation of Maternity Leave

(i) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.

(ii) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the employer which shall not exceed four weeks from the date of notice in writing by the employee to the employer that she desires to resume work.

(i) Special Maternity Leave and Sick Leave

(i) Where the pregnancy of a employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then—

(aa) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work; or

(bb) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a registered medical practitioner certifies as necessary before her return to work.

(ii) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed the period to which the employee is entitled under subclause (1)(c) of this clause.

(iii) For the purposes of subclauses (l)(j), (l)(k) and (l) (l) of this clause, maternity leave shall include special maternity leave.

(iv) An employee returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave, or in the case of an employee who was transferred to a safe job pursuant to subclause (l)(f) of this clause, to the position she held immediately before such transfer.

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

(j) Maternity Leave and Other Leave Entitlements

(i) Provided the aggregate of any leave, including leave taken under this clause, does not exceed the period to which the employee is entitled under subclause (1)(c) of this clause an employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part to which she is entitled.

(ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during her absence on maternity leave.

(k) Effect of Maternity Leave on Employment

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

(l) Termination of Employment

(i) An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this Agreement.

(ii) An employer shall not terminate the employment of an employee on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of an employer

in relation to termination of employment are not hereby affected.

(m) Return to Work After Maternity Leave

(i) An employee shall confirm her intention of returning to her work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.

(ii) An employee, upon returning to work after maternity leave or the expiration of the notice required by subclause (l)(m)(i) of this clause, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (l)(f) of this clause to the position which she held immediately before such transfer.

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

(n) Replacement Employees

(i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.

(ii) Before an employer engages a replacement employee, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

(iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

(iv) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

(2) Paternity Leave

(a) Nature of Leave

Paternity leave is unpaid leave.

(b) Definitions

For the purposes of this clause—

(i) Employee includes a part-time employee but does not include an employee engaged upon casual or seasonal work.

(ii) Paternity leave means leave of the type provided for in subclause (1) of Clause 15.—Parental Leave of this Agreement (and includes special paternity leave) whether prescribed in an award or otherwise.

(iii) Child means a child of the employee or the employee's spouse under the age of one year.

(iv) Spouse includes a former spouse.

(v) Primary care-giver means a person who assumes the principal role of providing care and attention to a child.

(vi) Continuous service means service under an unbroken contract(s) of employment and includes—

(aa) any period of leave taken in accordance with this clause;

(bb) any period of leave or absence authorised by the employer or by the award.

(c) Eligibility for paternity leave

A male employee, upon production to his employer of the certificate required by subclause (2)(d) of this clause shall be entitled to one or two periods of paternity leave, the total of which shall not exceed 52 weeks, in the following circumstances—

(i) an unbroken period of up to one week at the time of confinement of his spouse;

(ii) a further unbroken period of up to 51 weeks in order to be the primary care-giver of a child provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of maternity leave taken by the employee's spouse in relation to the same child and shall not be taken concurrently with that maternity leave;

(iii) The employee must have had at least 12 months' continuous service within Catholic Education immediately preceding the date which he proceeds upon either period of leave.

(d) Certification

At the time specified in subclause (2)(c) of this clause the employee must produce to his employer—

(i) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement or states the date on which the birth took place;

(ii) in relation to any period to be taken under subclause (2)(c)(ii) of this clause an agreement shall exist stating—

(aa) he will take that period of paternity leave to become the primary care-giver of a child;

(bb) particulars of any period of maternity leave sought or taken by his spouse; and

(cc) that for the period of paternity leave he will not engage in any act inconsistent with his contract of employment.

(e) Notice requirements

(i) An employee shall, not less than ten (10) weeks prior to each proposed period of leave, give the employer notice in writing stating the dates on which he proposed to start and finish the period or periods of leave.

(ii) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with subclause (2)(e)(i) of this clause if such failure is due to—

(aa) the birth occurring earlier than the expected date; or

(bb) the death of the mother of the child; or

(cc) other compelling circumstances.

(iii) The employee shall immediately notify his employer of any change in the information provided pursuant to subclause (2)(d) of this clause.

(f) Variation of Period of Paternity Leave

(i) The period of paternity leave may be lengthened once only by the employee giving not less than fourteen (14) days' notice in writing stating the period by which the leave is to be lengthened;

(ii) The period may be further lengthened by agreement between the employer and the employee, in accordance with the provisions outlined in Clause 12.—Leave Without Pay of this Agreement.

(iii) The period of paternity leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(g) Cancellation of Paternity Leave

Paternity leave, applied for under subclause (2)(c)(ii)(aa) of this clause but not commenced, shall

be cancelled when the pregnancy of the employee's spouse terminates other than by the birth of a living child.

(h) Paternity Leave and Other Leave Entitlements

(i) Provided the aggregate of any leave, including leave taken under this clause, does not exceed the period to which the employee is entitled under subclause (2)(c) of this clause an employee may, in lieu of or in conjunction with paternity leave, take any annual leave or long service leave or any part to which he is entitled.

(ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during his absence on paternity leave.

(i) Effect of Paternity Leave on Employment

Subject to this clause, notwithstanding any award, or other provision to the contrary, absence on paternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

(j) Termination of Employment

(i) An employee on paternity leave may terminate his employment at any time during the period of leave by notice given in accordance with this Agreement.

(ii) An employer shall not terminate the employment of an employee on the ground of his absence on paternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(k) Return to Work after Paternity Leave

(i) An employee shall confirm his intention of returning to his work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of paternity leave provided by subclause (2)(c)(ii) of this clause.

(ii) An employee, upon returning to work after paternity leave or the expiration of the notice required by subclause (2)(c)(i) of this clause, shall be entitled to the position which he held immediately before proceeding on paternity leave.

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

(l) Replacement Employees

(i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on paternity leave.

(ii) Before an employer engages a replacement employee, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

(iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising his rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

(iv) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

(3) Adoption Leave

(a) Nature of Leave

Adoption leave is unpaid leave.

(b) Definitions

For the purposes of this clause—

(i) Employee includes a part-time employee but does not include any employee engaged upon casual or seasonal work.

(ii) Child means a person under the age of five years who is placed with the employee for the purpose of adoption, other than a child or step-child of the employee or of the spouse of the employee of a child who has previously lived continuously with the employee for a period of six months.

(iii) Relative Adoption occurs where a child, as defined, is adopted by a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

(iv) Primary care-giver means a person who assumes the principal role of providing care and attention to a child.

(v) Spouse includes a former spouse.

(vi) Continuous service means service under an unbroken contract(s) of employment and includes—

(aa) any period of leave taken in accordance with this clause;

(bb) any period of leave or absence authorised by the employer or by the award.

(c) Eligibility for adoption leave—

An employee, upon production to the employer of the documentation required by subclause (3)(d) of this clause, shall be entitled to one or two periods of adoption leave, the total of which shall not exceed 52 weeks, in the following circumstances—

(i) an unbroken period of up to three weeks at the time of placement of the child;

(ii) a further unbroken period of up to 52 weeks from the time of the placement in order to be the primary care-giver of a child. This leave shall not extend beyond one year after the placement of the child and shall not be taken concurrently with adoption leave taken by the employee's spouse in relation to the same child. The entitlement of up to 52 weeks shall be reduced by—

(aa) any period of leave taken pursuant to subclause (3)(c)(i) of this clause; and

(bb) the aggregate of any periods of adoption leave taken or to be taken by the employee's spouse.

(ii) the employee must have had at least 12 months' continuous service within Catholic Education immediately preceding the date which he or she proceeds on such leave in either case.

(d) Certification

(i) Before taking adoption leave the employee must produce to the employer—

(aa) A statement from the adoption agency or other appropriate body of the presumed date of placement of the child with the employee for the adoption purposes; or

(bb) A statement from the appropriate government authority confirming that the employee is to have custody of the child pending an application for an adoption order.

(ii) In relation to any period to be taken under subclause (3)(c)(ii) of this clause, an agreement shall exist stating—

(aa) the employee is seeking adoption leave to become the primary care-giver of the child;

(bb) particulars of any period of adoption leave sought or taken by the employee's spouse; and

(cc) that for the period of adoption leave the employee will not engage in any act inconsistent with his/her contract of employment.

(e) Notice requirements

(i) Upon receiving notice of approval for adoption purposes, an employee shall notify the employer of such approval and within 2 months of such approval shall further notify the employer of the period or periods of adoption leave the employee proposes to take. In the case of relative adoption the employee shall notify as aforesaid upon deciding to take the child into custody pending an application for adoption.

(ii) An employee shall not be entitled to adoption leave unless the employee has not less than 12 months continuous service with the employer immediately preceding the date upon which he/she proceeds upon such leave.

(iii) An employee shall, as soon as the employee is aware of the presumed date of placement of a child for adoption purposes but no later than 14 days before such placement give notice in writing to the employer of such date, and of the date of the commencement of any period to be taken under subclause (3)(c)(i) of this clause.

(iv) An employee shall, ten weeks before the proposed date of commencing any leave to be taken under subclause (3)(c)(ii) of this clause give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.

(v) An employee shall not be in breach of this clause, as a consequence of failure to give the stipulated period of notice in accordance with subclauses (3)(e)(iii) and (3)(e)(iv) of this clause if such failure is occasioned by the requirement of an adoption agency to accept earlier or later placement of a child, the death of the spouse or other compelling circumstances.

(f) Variation of Period of Adoption Leave

(i) the period of adoption leave may be lengthened once only by the employee giving not less than fourteen (14) days' notice in writing stating the period by which the leave is to be lengthened;

(ii) the period may be further lengthened by agreement between the employer and the employee, in accordance with the provisions outlined in Clause 12.—Leave Without Pay of this Agreement;

(iii) the period of adoption leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(g) Cancellation of Adoption Leave

(i) Adoption leave, applied for but not commenced, shall be cancelled should the placement of the child not proceed.

(ii) Where the placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue, the employee shall notify the employer forthwith and the employer shall nominate a time not exceeding four weeks from receipt of notification for the employee's resumption of work.

(h) Special Leave

The employer shall grant to any employee who is seeking to adopt a child, such unpaid leave not exceeding two days, as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee the employer may require the employee to take such leave in lieu of special leave.

(i) Adoption Leave and Other Leave Entitlements

(i) Provided the aggregate of any leave, including leave taken under this clause, does not exceed the period to which the employee is entitled under subclause (3)(c) of this clause, an employee may, in lieu of or in conjunction with adoption leave, take any annual leave or long service leave or any part to which he or she is entitled.

(ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during the employee's absence on adoption leave.

(j) Effect of Adoption Leave on Employment

Subject to this clause, notwithstanding any award, or other provision to the contrary, absence on adoption leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

(k) Termination of Employment

(i) An employee on adoption leave may terminate the employment at any time during the period of leave by notice given in accordance with this Agreement.

(ii) An employer shall not terminate the employment of an employee on the ground of the employee's application to adopt a child or absence on adoption leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(l) Return to Work After Adoption Leave

(i) An employee shall confirm the intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of adoption leave provided by subclause (3)(c) of this clause.

(ii) An employee, upon returning to work after adoption leave shall be entitled to the position held immediately before proceeding on such leave.

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

(m) Replacement Employees

(i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on adoption leave.

(ii) Before an employer engages a replacement employee, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

(iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising his/her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

(iv) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

16.—LONG SERVICE LEAVE

(1) Subject to subclause (3) of this clause, an employee who has completed ten years' continuous service with the employer

shall be entitled to ten weeks' long service leave. For each subsequent period of ten years' service an employee shall be entitled to an additional ten weeks' long service leave.

(2) In calculating an employee's entitlement under this clause, continuous service with the employer prior to the 1st day of January 1997 shall be taken into account in the following manner—

(a) In the case of an employee who has already accrued an entitlement to long service leave with the employer prior to the 1st day of January, 1997, the employee shall continue to accrue subsequent entitlements to long service leave in accordance with the provisions of subclause (1) of this clause.

(b) In the case of an employee who, at the 1st day of January 1997, had not accrued an entitlement to long service leave, the employee's entitlement shall be calculated on the following basis—

For any period of continuous employment prior to the 1st day of January 1997, an amount calculated on the basis of 13 weeks' long service leave on full pay for each 15 years of continuous service, in accordance with the relevant award.

(c) In the case of an employee covered by the *Independent Schools Administrative and Technical Officers Award 1993* who, at the 1st day of January 1993, had not accrued an entitlement to long service leave, the employee's entitlement shall be calculated on the following basis—

For any period of continuous employment prior to the 1st day of January 1993, an amount calculated on the basis of 13 weeks' long service leave on full pay for each 15 years of continuous service.

(d) In the case of employees who have worked less than full-time during the accrual period, long service leave shall be paid at the rate of the average of hours worked over the accrual period.

(3) The expression "continuous service" includes any period during which the employee is absent on full pay from their duties, but does not include—

(a) Any period exceeding two weeks during which the employee is absent on leave without pay. In the case of leave without pay which exceeds eight weeks in a continuous period, the entire period of that leave is excised in full;

(b) Any service of an employee who resigns or is dismissed, other than service prior to such resignation or prior to the date of any offence in respect of which they are dismissed by the employer, when that prior service has actually entitled the employee to long service leave under this clause.

(4) Any entitlement to annual leave that falls due during the period of long service leave shall be recognised as extra leave and not included in the long service leave.

(5) Any public holiday which occurs during the period an employee is on long service leave shall be treated as part of the long service leave and extra days in lieu thereof shall not be granted.

(6) Where an employee has become entitled to a period of long service leave in accordance with this clause, the employee shall commence such leave as soon as possible after the accrual date, or in a manner mutually agreed between the employer and employee.

(7) Payment for long service leave shall be made;

(a) in full before the employee goes on leave, or

(b) by the normal fortnightly payment intervals; or

(c) by agreement between the employee and the employer.

(8) Where an employee has completed at least 7 years' service but less than 10 years' service and employment is terminated—

(a) by their death;

(b) in any circumstances, other than serious misconduct,

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

(9) In the case to which subclause (8) of this clause applies and in any case in which the employment of the employee who has become entitled to leave hereunder is terminated before such leave is taken or fully taken the employer shall, upon termination of employment otherwise than by death, pay to the employee and upon termination by death, pay to the personal representative of the employee upon request by the personal representative, a sum equivalent to the amount which would have been payable in respect of the period of leave to which they are entitled or deemed to have been entitled and which would have been taken but for termination. Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.

17.—ANNUAL LEAVE LOADING

(1) An annual leave loading shall be included in the final payment of ordinary wages made in December of each year to employees who have become entitled to annual leave in accordance with this Agreement.

(2) Subject to the annual leave or vacation leave provisions in Parts I through to VI of this Agreement, the annual leave loading shall be 17.5 per cent of four weeks' wages at the rate of pay applicable at the time of payment.

(3) If an employee commences after the beginning of first term in a calendar year then the leave loading shall be paid, proportionate to the length of service in that year, in December of that year, provided that the employee's contract of employment is continuing into the next calendar year.

18.—PUBLIC HOLIDAYS

(1) The following days, or the days observed in lieu shall, subject to subclause (3) of this clause, be allowed as holidays without deduction of pay namely: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day.

(2) (a) When any of the days mentioned in the subclause (1) of this clause falls on a Saturday or a Sunday the holidays shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or a Monday the holiday shall be observed on the next succeeding Tuesday.

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

(b) When any of the days observed as a holiday under this clause falls on a day when a school employee (see Part IV—Clause 39.—Classifications of this Agreement) is rostered off duty and is a day that the employee would normally have worked and he/she has not been required to work on that day, he/she shall be paid as if the day was an ordinary working day, or if he/she agrees, be allowed a day's leave with pay in lieu of the holiday at a time mutually acceptable to the employer and the employee.

(3) An employee who, on a day observed as a holiday under this clause is required to work during his/her ordinary hours of work shall be paid for the time worked at the rate of 2.5 times their ordinary rate or, if he/she agrees, be paid for the time worked at the rate of time and one-half and in addition be allowed to take a day's leave with pay on a day mutually acceptable to the employer and the employee.

(4) The provisions of this clause shall not apply to casual employees.

19.—CASUAL EMPLOYEES

(1) A casual employee shall be engaged on an hourly contract of service with a minium payment of

(a) 2 hours; or

(b) 4 hours for school employees; or

(c) 1 day for an employee as defined in Clause 45.—Classifications of this Agreement.

(2) A casual employee shall be paid 20 per cent in addition to the rates prescribed for the work performed.

(3) A casual employee shall be paid for all work performed on any of the days prescribed in subclause (1) of Clause 18.—Public Holidays of this Agreement at the rate of double time and one-half.

(4) A casual employee is defined as an employee who is not employed on a regular basis and who is engaged by the employer for a period not exceeding four weeks in duration.

20.—PART-TIME EMPLOYEES

(1) Notwithstanding anything contained in this Agreement, employees may be regularly employed to work less hours per week or weeks per year than are prescribed in the applicable clauses of this Agreement, and such employees shall be remunerated at a weekly rate pro-rata to the rate prescribed for the classification of work on which they are engaged in the proportion which their hours of work bear to the Hours clause of this Agreement, for their classification and level of work.

(2) When an employee is employed under the provisions of this clause, he/she shall receive payment for annual/vacation leave, and sick leave on a pro-rata basis in the same proportion as the number of hours regularly worked each week bears to a full-time employee of the same classification.

21.—HIGHER DUTIES

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

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

22.—REST PAUSES AND MEAL BREAKS

(1) All employees shall be allowed a tea break of 10 minutes daily between the second and third hour from starting time each day. Such tea break shall be counted as time worked: provided that such employees responsible for supervising children continue such supervision during the said tea break.

(2) All employees shall be allowed a meal break of not less than 30 minutes nor more than one hour between the hours of 12.00 noon and 2.00pm. Such time shall not count as time worked.

(3) For employees classified in Part VI of this Agreement who are rostered on duty during meal times shall be entitled to a meal and shall be allowed sufficient time to have such meal.

23.—TRAVELLING AND MOTOR VEHICLE ALLOWANCES

(1) Where an employee is required and authorised to use his/her own motor vehicle in the course of his/her duties he/she shall be paid an allowance not less than that provided for in the schedules set out hereunder. Notwithstanding anything contained in this subclause the employer and the employee may make any other arrangement as to motor vehicle allowance not less favourable to the employee.

(2) Where an employee in the course of a journey travels through two or more of the separate areas, payment at the rates prescribed herein shall be made at the appropriate rate applicable to each of the separate areas traversed.

(3) A year for the purpose of this clause shall commence on the 1st day of July and end on the 30th day of June the next following year.

Rates of Hire for use of Employee's own Vehicle on Employer's Business

Schedule 1—Motor Vehicle Allowance

	Engine Displacement (in Cubic Centimetres)		
Rate per kilometre Area & Details	Over 2600cc	1600cc-2600cc	1600cc & Under
Metropolitan Area	57.3	50.4	43.9
South West Land Division	58.8	51.7	45.1
North of 23.5 degrees South Latitude	65.1	58.0	50.4
Rest of the State	60.5	53.3	46.3

Motor vehicles with rotary engines are to be included in the 1600-2600cc category.

Schedule 2—Motor Cycle Allowances

	Rate c/km
All Areas of State	17.8

24.—LOCATION ALLOWANCES

(1) Subject to the provisions of this clause, in addition to the wages prescribed in this Agreement an employee shall be paid the following weekly allowances when employed in the towns described hereunder. Provided that where the wages are prescribed as fortnightly rates of pay, these allowances shall be shown as fortnightly allowances. These rates are subject to change from time to time in accordance with the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 1 of 1996.

Town	Married Persons allowance $ per week	Single Persons allowance $ per week
Balgo Hills	144.10	72.05
Boulder	13.00	6.50
Beagle Bay	130.20	65.10
Billiluna	144.10	72.05
Broome	94.00	47.00
Carnarvon	40.40	20.20
Derby	98.00	49.00
Esperance	24.80	12.40
Gibb River	143.30	71.65
Kalgoorlie	13.00	6.50
Karratha	97.00	48.50
Kununurra	123.00	61.50
Lake Gregory	144.10	72.05
Lombadina	130.20	65.10
Port Hedland	90.60	45.30
Red Hill	115.80	57.90
Ringer Soak	144.10	72.05
Southern Cross	23.80	11.90
Tardun	17.40	8.70
Turkey Creek	130.20	65.10
Wyndham	120.00	60.00

(2) Except as provided in subclause (3) of this clause, an employee who has a dependant shall be paid double the allowance prescribed in subclause (1) of this clause.

(3) Where an employee

(a) is provided with board and lodging by his/her employer, free of charge; or

(b) is provided with an allowance in lieu of board and lodging such employee shall be paid 66 and two-third per cent of the allowances prescribed in subclause (1) of this clause.

(4) Subject to subclause (2) of this clause, junior employees, casual employees, part-time employees, apprentices receiving less than adult rate and employees employed for less than a full week shall receive that proportion of the location allowance as equates with the proportion that their wage for ordinary hours that week is to the adult rate for the work performed.

(5) Where an employee is on annual leave or receives payment in lieu of annual leave he/she shall be paid for the period of such leave the location allowance to which he/she would ordinarily be entitled.

(6) Where an employee is on long service leave or other approved leave with pay (other than annual leave) he/she shall only be paid location allowance for the period of such leave he/she remains in the location in which he/she is employed.

(7) (a) For the purpose of this clause "dependent" shall take on the definition as described by the Australian Taxation Office for such purposes.

(b) The income used as a dependency test shall be adjusted on 30 June each year in accordance with variations to the taxable limit for earnings for the dependent spouse rebate.

(8) Subject to the making of a General Order pursuant to section 50 of the Act, that part of each location allowance representing prices shall be varied from the beginning of the first pay period commencing on or after the 1st day of July of each year in accordance with the annual percentage change in the Consumer Price Index (excluding housing), for Perth measured to the end of the immediately preceding March quarter, the calculation to be taken to the nearest ten cents.

25.—SUPERANNUATION

(1) Employer Contributions

(a) An employer shall contribute to superannuation for each employee in accordance with federal legislation to one of the following approved superannuation funds—

(i) CONCEPT ONE—superannuation plan which was established and is governed by a trust deed and rules dated 23 September 1986, as amended; and

(ii) an exempted fund allowed by subclause (3) of this clause.

(b) Employer contributions shall be paid at least monthly for each week of service that the eligible employee completes with the employer.

(c) "Ordinary Time Earnings" means the salary or other remuneration periodically received by the employee in respect to the time worked in ordinary hours and/or any other rate paid for all purposes of this agreement to which the employee is entitled for ordinary hours of work.

(2) Fund Membership

(a) "Eligible Employee" shall mean a full-time or part-time employee who earns more than $450.00 per month.

(b) An employee shall not be eligible to join the fund until he/she has completed one month's satisfactory service. On completion of this period the employee shall be entitled to the appropriate employer contribution, from the date of the employee's commencement.

(3) Exemption

Exemptions from the requirements of this clause shall apply to an employer who at the date of this Agreement—

(a) was contributing to a superannuation fund, in accordance with an order of an industrial tribunal; or

(b) was contributing to a superannuation fund in accordance with an order, award or an agreement of an industrial tribunal, for a majority of employees and makes payment for employees covered by this Agreement in accordance with that order, award or agreement; or

(c) subject to notification to the Union, was contributing to a superannuation fund for employees covered by this Agreement where such payments are not made pursuant to an order of an industrial tribunal;

(d) was not contributing to a superannuation fund for employees covered by this Agreement; and

(i) written notice of the proposed alternative superannuation fund is given to the Union; and

(ii) contributions and benefits of the proposed alternative superannuation fund are no less than those provided by this clause; and

(iii) within one month of the notice prescribed in subparagraph (d)(i) of this subclause being given, the Union has not challenged the suitability of the proposed fund by notifying the Western Australian Industrial Relations Commission of a dispute.

(4) The employer shall provide such facilities as is appropriate to ensure that all employees are adequately informed of the provisions of the superannuation funds available.

26.—PAYMENT OF WAGES

(1) Wages shall be paid fortnightly or monthly.

(2) Accompanying each payment of wages shall be a pay advice slip to be retained by the employee. On this slip the employer shall clearly detail the employee's name, hourly rate, overtime, penalties, allowances, gross wage, deductions broken down to—

(a) taxation; and

(b) other

and the net wage.

(3) On termination of employment the employer shall pay to the employee all moneys payable to that employee before the employee leaves the premises or the same shall be forwarded to the employee by post on the following day.

27.—TIME AND WAGES RECORD

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

(a) Name of each employee.

(b) The nature of their work.

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

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

(e) The age of each junior employee.

Any system of automatic recording by machines shall be deemed to comply with this provision to the extent of the information recorded.

(2) The salary records shall be open for inspection by a duly accredited official of the Union during the usual office hours at the employer's office and the official may be allowed to take extracts therefrom.

(3) The employer may refuse the representative access to the records if—

(a) the employer is of the opinion that access to the records by the representative of the organisation would infringe the privacy of persons who are not members of the organisation; and

(b) the employer undertakes to produce the records to an Industrial Inspector within 48 hours of being notified of the requirement to inspect by the representative.

(4) The power of inspection may only be exercised by a representative of an organisation of employees authorised for the purpose in accordance with the rules of the organisation.

(5) Before exercising a power of inspection, the representative shall give reasonable notice of not less than 24 hours to an employer.

28.—RIGHT OF ACCESS, NOTICES AND INTERVIEWS

(1) Material approved by the Union will be displayed on a notice board or a mutually agreed location, which is easily accessible by employees.

(2) Every employee shall be provided with access to a copy of this Agreement by the employer.

(3) The Secretary of the Union or authorised representative will, on prior notification to the employer, have the right to enter the employer's premises during working hours, including meal breaks for the purpose of distributing information and or discussing with employees covered by this Agreement, the legitimate business of the Union and or for the purposes of investigating complaints concerning the application of this Agreement, but shall in no way unduly interfere with the work of the employees.

29.—DISPUTE SETTLING PROCEDURES

(1) The principles of conciliation and direct negotiation shall be adopted for the purpose of prevention and settlement of any questions, disputes or difficulties that may arise.

(2) The parties to the dispute shall take an early and active part in discussion and negotiation aimed at preventing or settling questions, disputes or difficulties in accordance with the agreed procedures set out hereunder.

(3) The provisions of this clause shall not preclude an employee from discussing any grievance with a Union representative or a representative of their choice as he/she deems fit. Neither shall the provisions of this clause pre-empt, limit or delay the right of the Union to enter into direct negotiations with the employer to resolve matters in dispute or to address matters of mutual concern.

(4) Procedure of Settlement of Disputes

(a) The employee and the employee's supervisor shall confer, identify the facts and where possible, resolve the issue.

(b) If not resolved, the employee and the employer shall confer and, where possible, resolve the issues.

(c) If not resolved, the parties to the dispute may confer with the parties to this Agreement on this matter, and where possible, resolve the issue.

(d) If the matter is still not settled, it may be referred to the Western Australian Industrial Relations Commission for conciliation/arbitration.

(5) Until the matter is resolved in accordance with the above procedure, the status quo shall remain. While the above procedure is being followed, no party shall be prejudiced as to the final settlement by the continuation of work in accordance with this procedure.

(6) It is acknowledged that if the dispute relates to an alleged ambiguity or uncertainty in this Agreement any party may at any time apply for variation of the Agreement to eliminate the alleged uncertainty or ambiguity.

PART III

TEACHER'S AIDES' / TEACHING ASSISTANTS

30.—HOURS

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

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

31.—WAGES

(1) The rate of wage payable to employees engaged in the classifications prescribed in Clause 32.—Classifications of this Agreement after the 22nd day of May 1997 shall be—

Step	Hourly Rate		Annual Rate	
	$	7.2%	$	7.2%
Step 1	10.04	10.76	17,020.00	18,245.44
Step 2	10.23	10.97	17,342.00	18,590.51
Step 3	10.43	11.18	17,681.00	18,954.03
Step 4	10.67	11.43	18,088.00	19,390.34
Step 5	10.96	11.75	18,580.00	19,917.76
Step 6	11.33	12.15	19,207.00	20,589.90
Step 7	11.64	12.48	19,732.00	21,152.70
Step 8	11.71	12.55	19,851.00	21,280.27
Step 9	12.02	12.89	20,377.00	21,844.14
Step 10	12.32	13.21	20,885.00	22,388.72
Step 11	12.51	13.41	21,207.00	22,733.90
Step 12	12.65	13.56	21,445.00	22,989.04
Step 13	13.25	14.20	22,469.00	24,086.77
Step 14	13.86	14.86	23,493.00	25,184.50
Step 15	14.46	15.50	24,519.00	26,284.37

Progression through the wages scale shall be by annual increment.

(2) A Teachers' Aide left in charge of pupils for a full session shall be paid at his/her ordinary rate plus 10 per cent for the period for which they are left in charge, provided that, if the period for which the employee is left in charge exceeds three days, they shall be paid at the ordinary rate plus 20 per cent for the whole period for which they are in charge, except where provided for in the Catholic Education Office Aboriginal Teaching Assistants Manual.

(3) (a) Child Care Workers	$ (per hour)	7.2%
First year of experience	11.82	12.67
Second year of experience	13.00	13.94
Third year of experience	13.63	14.61
Fourth year of experience	14.26	15.29
Fifth year of experience	14.90	15.97

(b) An employee left in charge of pupils for a full session or more shall be paid no less than the rate applicable to a child care worker in their fifth year of employment for the whole period they are in charge, except where provided for in the Catholic Education Office Aboriginal Teaching Assistants Manual.

(4) An employee who has had previous experience relevant to employment covered by this Agreement may have that experience taken into account in determining the "year of employment" at which an employee is appointed and paid.

(5) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the employee into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being an employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

32.—CLASSIFICATIONS

Level One

Teachers' Aides in Primary Schools, Pre-Primary Schools or Pre-schools, Teaching Assistants, Home Economic Assistants, Physical Education Assistants.

Aboriginal Teaching Assistants.

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

Enter Step 1

Exit Step 5

Level Two

Aboriginal Teaching Assistants in secondary schools.

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

Enter Step 6

Exit Step 7

Aboriginal Teaching Assistants in Primary schools who have completed the Certificate of Educational Practice or equivalent accredited course.

Step 7

Level Three

Aboriginal Teaching Assistants in secondary schools who have completed the Certificate of Educational Practice.

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

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

Aboriginal Teaching Assistants on satisfactory completion of Certificate III in Education (Aboriginal & Torres Strait Islander)

Enter Step 8

Exit Step 10

Level Four

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

Teaching Assistants who have completed Certificate IV in Education (Aboriginal and Torres Strait Islander) or Certificate in Community Teaching as specified in the Aboriginal Teaching Assistants Programme Manual.

Step 11

Employees who have completed the Child Care Certificate, Diploma of Children Services (0-5 yrs), National Nursery Examination Board Certificate or other equivalent qualifications as agreed between the Union and the employer.

Aboriginal Teaching Assistants on satisfactory completion of the second year of Aboriginal Teachers' Training Course.

Teaching Assistants who have completed the Diploma in Education (Aboriginal and Torres Strait Islander) or the Associate Diploma in Community Teaching or one year of Bachelor of Arts (Education) as specified in the Aboriginal Teaching Assistants Manual.

Teachers' Assistants who have completed the Advanced Teacher Aide Certificate Special Needs.

Step 12

Level Five

Aboriginal Teaching Assistants who have completed a Diploma in Education (Aboriginal and Torres Strait Islander) or the Associate Diploma in Education (Community Teaching) and are working in specified schools as Community Teaching Associates.

Enter Step 13

Exit Step 15

33.—VACATION LEAVE

(1) Except as hereinafter provided an employee shall be allowed the holidays granted by the school in which he/she is employed, including term and Christmas vacations, without deduction of pay.

(2) Subject to the provisions of subclause (3) of this clause, each employee shall be paid his/her ordinary wages for any day on which he/she is relieved of the obligation to present himself/herself for work.

(3) An employee who is employed to work less than the full school year shall be entitled to payment at the ordinary rate of pay for or in lieu of the term and Christmas vacation periods related to that school year on the basis of one week's pay for each four weeks which the employee was employed to actually work in the school.

PART IV

SCHOOL EMPLOYEES

34.—HOURS

(1) Subject to this Agreement, the ordinary working hours for full-time employees shall be an average of 38 hours per week, to be worked in not more than 40 hours in any week, or eight in any day and shall be worked on any five days of the week.

(2) Subject to Clause 36.—Overtime of this Agreement, the spread of shift in any one day shall not exceed 12 and a ½ hours.

(3) In addition to meal breaks, there may be one break of at least two hours in each shift for kitchen and dining room employees.

(4) As the means of working a 38 hour week, a full-time employee who works 40 hours per week, shall be entitled to payment including shift and weekend penalties for the following days on which the employee shall not be required to attend for work—

(a) Three agreed days during the first school term vacation in each year.

(b) Two agreed days during each of the other school term vacations.

(c) Five agreed days during the Christmas vacation.

(5) In lieu of the provisions of subclause (4) of this clause and notwithstanding other provisions of this Agreement and by agreement between an employer and a majority of employees covered by this Agreement at a workplace, as a means of working a 38 hour week the following may apply—

(a) with at least seven days' notice to the Union by the employer, the hours of work may be arranged so that an employee works 76 hours over nine days each fortnight with the tenth day off on full pay; or

(b) with at least seven days' notice to the Union by the employer, the hours of work may be arranged so that an employee works 152 hours over 19 days in each four week period with one day off on full pay in conjunction with other day(s) off work; or

(c) by agreement with the Union, the hours of work may be arranged so as to provide any other form of implementation of a 38 hour week.

(6) (a) A part-time employee shall be given payment for the days referred to in subclauses (4) and (5) of this clause in the proportion that the hours worked each week bear to 40. A part-time employee shall be granted the days referred to in subclauses (4) and (5) of this clause in the proportion that the number of days worked each week bears to five.

(b) By agreement in writing between the employer and the employee, a part-time employee who works 30 hours per week or less may be paid for all hours worked at the 38 hour week rate in lieu of payment for the days prescribed in subclauses (4) and (5) of this clause.

(7) Subject to the provisions of subclause (4) of this clause, during the school vacation periods the employer shall be relieved of the obligation to provide work and the employee shall not be entitled to the payment of wages in respect of any such period during which no work is performed other than any period during which the employee is on annual leave or a public holiday where the public holiday falls on a day on which the employee would normally be employed to work. Provided that the maximum period covered by this subclause shall be four weeks (20 days) in any one year.

35.—ROSTERS

(1) A roster of the working hours shall be exhibited in the office of each school/college and in such other place as it may be conveniently and readily seen by each employee concerned.

(2) Such roster shall show—

(a) the name of each employee; and

(b) the hours to be worked by each employee each day and the breaks in shifts to be taken.

(3) (a) The roster in the office shall be open for inspection by a duly accredited representative of the Union at such times and place as the record book is so open for inspection.

(b) A duly accredited representative of the Union shall be permitted to inspect the roster available to the employees not more than once in any week during the times the record book is so open for inspection.

(4) Such roster shall be drawn up in such manner as to show the hours of each employee for one week in advance of the date of the roster, and may only be altered on account of the sickness or absence of an employee, or on account of any contingency that the employer could not reasonably foresee, or due to private arrangement between the employees themselves.

36.—OVERTIME

(1) All work done outside the daily spread of hours provided in Clause 34.—Hours of this Agreement, or beyond eight hours in any one day or beyond 40 hours in any one week shall be deemed overtime.

(2) Overtime shall be paid for at the rate of time and one-half for the first two hours and double time thereafter provided that all overtime worked on Saturday and Sunday shall be paid for at the rate of double time.

(3) All work performed by any employee on his/her rostered days off or on days worked in excess of those provided in Clause 34.—Hours of this Agreement, shall be paid for at the rate of double time except where such day is a public holiday when double time and one-half shall be paid.

(4) Any employee recalled to work after his/her normal hours of duty shall be paid for a minimum of three hours at overtime rates and for all reasonable expenses incurred in returning to work.

37.—WEEKEND WORK

(1) All ordinary hours of work performed between midnight on Friday and midnight on Sunday shall be paid for at the rate of time and one-half.

(2) General Conditions

(a) Junior employees may be employed in the proportion of one junior to every two or fraction of two not being less than one adult employee employed in the same occupation, provided that this ratio may be altered by written agreement between the Union and the employee concerned.

(b) Senior employees other than the Head Groundsperson and leading hands appointed as such by the employer to be in charge of three or more other employees shall be paid $16.50 per week in addition to the rates prescribed herein.

(3) For all work done on any day after a break referred to in subclause (3) of Clause 34.—Hours of this Agreement, the employee shall be paid an allowance of $1.06 per hour for each such hour worked.

(4) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the employee into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being an employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

38.—WAGES

(1) The minimum weekly rates of wage payable from the beginning of the first pay period commencing on or after the 22nd day of May 1997 shall be—

	Minimum Hourly Rate $	7.2%	Minimum Annual Rate $	7.2%
Level 1 Cleaner	10.22	10.96	20,269.37	21,728.81

	Minimum Hourly Rate $	7.2%	Minimum Annual Rate $	7.2%
Level 2 Domestic employees including—Kitchen Attendant/Canteen Assistant House Attendant Dining Attendant Laundry Attendant Sewing Attendant	10.40	11.14	20,618.84	22,103.32
Level 3 Cooks (Other)	10.51	11.27	20,837.92	22,338.04
Level 4 Groundsperson	10.73	11.50	21,270.84	22,802.26
Level 5 First Cook Grade 1 or Cook working alone Groundsperson / Handyperson Grade 1 Sewing Supervisor	10.95	11.74	21,708.99	23,272.22
Level 6 Groundsperson / Handyperson, Grade 2 First Cook, Grade 2	11.17	11.98	22,141.92	23,735.92
Level 7 Senior Groundsperson/ Handy person Tradesperson Cook	11.61	12.45	23,012.99	24,670.11
Level 8 Head Groundsperson	13.81	14.80	27,363.13	29,333.21

(2) Junior Employees: Junior employees shall receive the following percentages of the adult rate for the class of work on which they are engaged.

	%
Under 16 years of age	60
16 to 17 years of age	70
17 to 18 years of age	80

(3) General Conditions

(a) Junior employees may be employed in the proportion of one junior to every two or fraction of two not being less than one adult employee employed in the same occupation, provided that this ratio may be altered by written agreement between the Union and the employer concerned.

(b) Senior employees other than the Head Groundsperson and leading hands appointed as such by the employer to be in charge of three or more other employees shall be paid $16.50 per week in addition to the rates prescribed herein.

(4) For all work done on any day after a break referred to in subclause (3) of Clause 34.—Hours of this Agreement, the employee shall be paid an allowance of $1.06 per hour for each such hour worked.

(5) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the employee into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

39.—CLASSIFICATIONS

Head Groundsperson: Shall mean a person in charge of the grounds of a large school who would be responsible for the supervision of all grounds staff. The person would have qualifications and/or experience in horticulture, preparation of turf wickets and lawn tennis courts, and could have the responsibility for a full size swimming pool.

Senior Groundsperson/Handyperson: Shall mean a person in charge of the grounds of a small school or section of a large school and who has completed an apprenticeship in horticulture or other relevant horticultural qualifications or who has substantial relevant experience within the horticultural or related industries to such an extent as would justify Grade 2 status. This person's duties would also consist of maintenance and minor repairs to external and internal fitments, equipment or outdoor furniture. Would have at least one full-time equivalent groundsperson under supervision. The senior groundsperson/handyperson could have responsibility for the maintenance of a swimming pool and lawn tennis courts, or equivalent levels of responsibility.

Groundsperson/Handyperson (Grade 2): Shall mean a person whose principal duties include tending a garden and grounds. This person's duties would also consist of maintenance and minor repairs to external and internal fitments, equipment or outdoor furniture. This person would work alone in a small school.

Groundsperson/Handyperson (Grade 1): Shall mean a person whose principal duties include tending a garden and grounds or part of a garden and grounds. This person's duties would also consist of maintenance and minor repairs to external and internal fitments, equipment or outdoor furniture. This person would work under the supervision.

Groundsperson: Shall mean an employee whose principal duties shall consist of tending a garden and grounds, working under supervision or working in a small school under the direction of the principal or bursar.

First Cook (Grade 2): Shall mean a person who is appointed as the senior cook in a school, who holds formal qualifications in cooking/catering or who has substantial relevant experience within the catering or related industries to such an extent as would justify Grade 2 status. A person without qualification would normally require a minimum of five years' experience to justify such status. This person could be required to supervise other staff and assist with the ordering of catering supplies.

First Cook (Grade 1): Shall mean a person appointed as First Cook or Cook Working Alone who does not have the qualifications or equivalent experience required for classification of First Cook (Grade 2).

Tradesperson Cook: Shall mean a First Cook, Grade 2 who has completed an apprenticeship in cooking, baking or pastry cooking.

40.—UNIFORMS

Where an employee is required by the employer to wear special clothing, such clothing shall be provided and laundered by the employer at his/her expense. Provided that alternative arrangements in respect of the supply and laundering of clothing may be made by agreement between an employer and the Union.

41.—PROTECTIVE CLOTHING

(1) Where employees are required to work in water they shall be supplied with rubber boots.

(2) Employees required to clean toilets, use acids, wash dishes, handle detergents, acids, soaps or injurious substances shall be provided with rubber gloves.

(3) Where the conditions of work are such that employees are unable to avoid their clothing becoming wet or dirty, they shall be supplied with suitable protective clothing free of charge by the employer.

(4) Where suitable protective clothing is supplied by the employer to an employee such clothing and footwear shall remain the property of the employer.

PART V

ADMINISTRATIVE AND TECHNICAL OFFICERS

42.—HOURS

(1) The ordinary hours of duty for a full-time employee shall be 37.5 hours per week Monday to Friday inclusive and the hours of duty per day shall be fixed by agreement between the employee and the employer. A full-time employee works a minimum of 40 weeks per year.

(2) In the absence of any agreement reached in accordance with subclause (1) of this clause, the following hours of duty shall apply—

The ordinary hours of duty shall not exceed 37.5 hours per week and shall be worked on Monday to Friday, between the hours of 8.00am and 5.00pm.

(3) The employee shall be allowed a meal break of not less than thirty minutes, nor more than one hour, to be taken between the hours of twelve noon and 2.00pm.

(4) All time worked at the direction of the employer before the usual starting time or after the usual finishing time, or beyond 7.5 hours in any one day, or outside the spread of hours as prescribed under subclause (1) or (2) of this clause, shall be deemed overtime and shall, at the discretion of the employee, be paid for at the employee's ordinary rate of pay or be given

paid time off in lieu equivalent to the time worked. The time in lieu taken in accordance with this subclause shall be at such time as is agreed between the employee and the employer.

(5) During the school vacation periods or any part thereof during which an employee cannot be usefully employed, the employer shall be relieved of the obligation to provide work and the employee shall not be entitled to the payment of salary in respect of any such period during which no work is performed other than any period during which the employee is on annual leave or a public holiday where the public holiday falls on a day on which the employee would normally be employed to work. Provided that the maximum period covered by this subclause shall be eight weeks in any one year.

43.—ANNUAL LEAVE

(1) An employee who has completed 12 months' continuous service or who has been employed for a minimum of 40 weeks in a calendar year shall be entitled to a minimum of 4 weeks' paid annual leave.

(2) All time for which the school is closed due to vacation leave shall count for the purpose of determining an employee's right to payment under this clause.

(3) Leave may be taken at a time agreed to between the employer and the employee.

(4) If after four weeks' continuous service in any qualifying period an employee lawfully leaves his/her employment or his/her employment is terminated by the employer through no fault of the employee, the employee shall be paid salary in lieu of annual leave proportionate to their length of service calculated to the nearest completed week of service.

(5) If an employee's commencement is after 1 January, then, by agreement between the employer and the employee, the employee may be granted pro-rata annual leave to the end of the calendar year. Subsequent years of employment can commence on 1 January.

(6) If any award holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there shall be added to that period one day, being an ordinary working day, for each such holiday observed as aforesaid.

44.—SALARIES

(1) (a) The minimum annual salary, according to classification and experience, payable to an employee after the 22nd day of May 1997 shall be—

Salary Level	Total Salary $ Per Annum	7.2%
LEVEL 1	19,751	21,173.07
	20,001	21,441.07
	20,251	21,709.07
	20,501	21,977.07
	20,751	22,245.07
	21,001	22,513.07
LEVEL 2	21,751	23,317.07
	22,251	23,853.07
	22,751	24,389.07
	23,251	24,925.07
	23,751	25,461.07
	24,251	25,997.07
LEVEL 3	25,251	27,069.07
	25,851	27,712.27
	26,451	28,355.47
	27,051	28,998.67
	27,651	29,641.87
	28,251	30,285.07
LEVEL 4	26,751	28,677.07
	27,751	29,749.07
	28,751	30,821.07
	29,751	31,893.07
	30,751	32,965.07
	31,751	34,037.07

(b) On appointment an employee shall be placed at the appropriate salary level according to full-time experience and the classifications as prescribed in Clause 45.—Classifications of this Agreement.

(c) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the employee into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being an employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

(d) An employee appointed to a salary rate shall proceed by annual increments to the maximum of that classification level.

(e) If during progression through the salary steps, and within an appropriate time frame prior to the employee's next annual increment, the employer considers such increment to be inappropriate due to work performance and as such does not recommend or authorise further progression, then the employer shall state the reasons in writing to the employee concerned.

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

(ii) If the improvement required is achieved, then the employee shall then proceed to his/her appropriate salary level.

(f) An employee shall only progress from one level to another in accordance with the provisions as prescribed in Clause 45.—Classifications of this Agreement.

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

(h) For the purposes of determing weekly or fortnightly salary, the annual salaries as prescribed in subclause (1) of this clause, shall be divided by 52.16 or 26.08 respectively.

(i) Where the conditions of employment of any employee are subject to the provisions of subclause (5) of Clause 42.—Hours of this Agreement, salary shall be averaged over the period of a full year.

(2) Junior Classification

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

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

45.—CLASSIFICATIONS

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

(1) Level 1.

(a) An employee at this level requires no prior experience or formal qualifications in the performance of the job and works under direct supervision.

(b) Examples of positions which may appropriately be classified as Level 1—

General clerical assistant, switchboard operator, word processing operator, data entry operator, laboratory attendant, school secretary and any assistant employed within the terms of Clause 4.—Scope of the *Independent Schools Administrative and Technical Officers Award 1993*.

(2) Level 2.

(a) An employee at this level performs duties under general supervision, may have acquired some relevant qualifications and is competent in the performance of tasks associated within Level 1 positions.

(b) Examples of positions which may appropriately be classified as Level 2, in addition to those prescribed for Level 1, are as follows—

Library assistant, laboratory assistant, accounts clerk, word processing operator, data process operator, secretarial duties, receptionist/switchboard operator and school secretary.

(3) Level 3.

(a) An employee at this level works as a competent skilled autonomous employee and has

knowledge, skills and demonstrated capacity to undertake complex tasks. The employee is likely to have TAFE/TERTIARY or equivalent qualifications.

(b) Examples of positions which may appropriately be classified as Level 3—

Technician employed in the audio visual, computer, media, library or laboratory departments and/or any other technician employed in the school, secretary, bookkeeper, computer system supervisor, senior clerk or senior computer operator, accounts, records and school secretary.

(4) Level 4.

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

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

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

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

PART VI

(BOARDING HOUSE) SUPERVISORS

46.—HOURS

(1) Subject to this Agreement, the working days and hours of duty shall be determined by written agreement between the employer, the employee and the Union.

(2) In the event of no agreement being reached in regard to hours of duty then the matter may be referred to the Western Australian Industrial Relations Commission for determination.

47.—ROSTERS

(1) The hours of duty for each employee shall be set out in a roster which shall contain the following details—

(a) the name of the employee/s;

(b) the starting and finishing times of each employee's shift, including any breaks which may be required during such shift;

(c) the day/s on which each employee is off duty.

(2) Such rosters shall be drawn up and posted one week in advance and may only be altered by agreement between the employer and the employee concerned.

(3) Where agreement cannot be reached, pursuant to subclause (2) of this clause, the employer may change the roster provided that not less than twelve hours' notice of such change is given to any employee so affected.

48.—VACATION LEAVE

(1) Except as hereinafter provided, an employee shall be allowed the holidays granted by the school in which they are employed, including term and Christmas vacations, without deductions of pay. An employee may be required for duty prior to the beginning of each term and following the end of each term for the purposes of preparing for the opening and/or closure of the boarding house.

(2) If after four weeks' continuous service in any calendar year an employee lawfully terminates employment or such employment is terminated by the employer through no fault of the employee, the employee shall be paid salary in lieu of vacation leave proportionate to the length of service. Provided that an employee who was actually engaged for all school terms in that calendar year shall be entitled to be paid for the whole of the vacation period of that year.

(3) Where an employee has been paid for leave which at the time of termination has not been fully accrued, the employer may deduct from any monies owed, that portion to which the employee is not entitled. Where the employment of an employee is terminated by the employer prior to the attainment of the accrued vacation leave, then the provisions of this subclause shall not apply.

(4) At any time in respect of which an employee is absent from work except time for which the employee is entitled to claim sick leave or leave provided for in the terms of this Agreement, shall not count for the purpose of determining the rights to vacation leave.

49.—SALARIES

(1) The minimum annual salary payable to employees after the 22nd day of May 1997 shall be as follows—

(a) Supervisor—

Salary Level	Total Salary $ Per Annum	7.2%
1st year of experience	19,957	21,393.90
2nd year of experience	20,726	22,218.27
3rd year of experience	21,751	23,317.07
4th year of experience	22,776	24,415.87
5th year of experience	23,801	25,514.67
6th year of experience	24,826	26,613.47

(b) Senior Supervisor—

1st year of experience	26,364	28,262.20
Thereafter	27,901	29,909.87

(c) Houseparent—

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

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

(3) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the employee into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being an employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

50.—CLASSIFICATIONS

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

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

(3) "Relief Supervisor"—shall mean an employee employed as per the boarding house roster for a period no exceeding four weeks.

(4) "Senior Supervisor"—shall mean any employee who is responsible for the overall supervision of the boarding house.

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

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

51.—LODGING CONDITIONS

(1) Lodging facilities are to be provided free of charge for any employee required to sleep over in a boarding house.

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

52.—GENERAL CONDITIONS

The employer shall make provision for the following—

(1) A boarding house supervisor is to be on duty at all times that boarders require supervision except where

such supervision is conducted by a teacher or in sick bay where the supervision is carried out by the school nurse.

(2) Access by employees to telephone facilities for emergency use.

PART VII

NURSES

53.—TIME OFF DUTY

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

54.—VACATION LEAVE

(1) Except as hereinafter provided, an employee shall be allowed the leave granted by the school in which he/she is employed without deduction of pay: Provided that such leave shall be not less than six weeks during Christmas vacation nor ten days during each of the term vacations.

(2) If after one month's continuous service in any qualifying twelve monthly period an employee terminates his/her employment or his/her employment is terminated by the employer through no fault of the employee, the employee shall be paid for such proportion of vacation leave as the number of completed months of his/her service in that qualifying period bears to the full qualifying period of twelve months.

(3) Any time in respect of which an employee is absent from work except time for which he/she is entitled to claim sick leave or time spent on school holidays or vacation leave as prescribed by this clause shall not count for the purpose of determing his/her rights to paid leave.

(4) An employee who is justifiably dismissed for misconduct shall not be entitled to the benefits of the provisions of this clause.

(5) No employee shall, during any period when he/she is on leave engage in any employment for hire or reward in substitution for the employment from which he/she is on leave, and if an employee breaches this provision he/she shall thereupon forfeit his/her right of leave upon which he/she has entered, and the employer shall be entitled to withhold any further payment in respect of the period and to reclaim payments already made on account of such period of leave.

(6) This clause shall not apply to casual employees.

55.—WAGES

(1) The minimum rate of wages payable to employees covered by this Agreement after the 22nd day of May 1997 shall be as follows—

	HOURLY RATE		TOTAL RATE		ANNUAL RATE
		7.2%	$ Per Week	7.2%	$
1st Year	12.83	13.75	487.60	522.70	27,264.03
2nd Year	13.45	14.41	511.10	547.89	28,577.94
3rd Year	14.07	15.08	534.70	573.19	29,897.59
4th Year	14.69	15.74	558.30	598.49	31,217.23
5th Year	15.31	16.41	581.90	623.79	32,536.88
6th Year	15.93	17.07	605.50	649.09	33,856.53
7th Year	16.55	17.74	629.00	674.28	35,170.44
8th Year	17.17	18.40	652.60	699.58	36,490.09

(2) Progression through the abovementioned scale shall be by annual increments.

(3) Where an employee is appointed to the position of Nurse, previous relevant nursing experience in an independent school or at a similar level, shall be taken into account in determining the appropriate incremental level. Experience shall include time spent in relevant post basic courses.

(4) Nurse shall mean one who is registered or entitled to be registered as a general trained nurse in Western Australia under the *Nurses Act, 1968—1980.*

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

(6) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the nurse into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being an employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

56.—LAUNDRY AND UNIFORMS

(1) Where an employee is required by the employer to wear a special uniform, sufficient uniforms shall be provided at the employer's expense. In lieu of providing uniforms, the employer shall pay an allowance of $4.70 per week to the employee.

(2) Uniforms shall be a laundered free of cost to employees. Where the uniforms of an employee cannot be laundered by the school an allowance of $1.50 per week shall be paid to the employee.

(3) For the purpose of this paragraph a uniform shall be deemed to be "required" unless the employer advises the employee that the wearing of uniforms is not a condition of employment.

57.—BOARD AND LODGING

(1) The charge for full board and lodging provided to an employee by the employer shall be $9.00 per night.

(2) Where the employer provides meals only to an employee the following charges shall apply—

	$
Lunch and dinner	3.50
Breakfast	2.00

(3) An accredited representative of The Australian Nursing Federation, Industrial Union of Workers, Perth, shall be entitled to inspect such food and accommodation at reasonable times.

(4) An employee shall not be charged for board and lodging when absent from the school for more than one day on annual leave, sick leave, long service or leave without pay.

(5) By agreement with the employee the amounts prescribed in subclauses (1) and (2) of this clause may be deducted from the salary of the employee.

(6) Future increases in board and lodging charges shall be adjusted in accordance with increases awarded under the current principles of wage fixation.

APPENDIX A

PARTIES BOUND

Employer Party

Servite College Council Inc
2 Morgan Street
Tuart Hill WA 6060

Union Parties

Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch
61 Thomas Street
Subiaco WA 6008

The Australian Nursing Federation, Industrial Union of Workers Perth
Level 2
322 Hay Street
Subiaco WA 6008

The Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers
143 Edward Street
East Perth WA 6004

APPENDIX B

AWARDS

Independent Schools Administrative and Technical Officers Award 1993, No. A 15 of 1991

Independent Schools (Boarding House) Supervisory Staff Award, No. A 9 of 1990

Nurses' (Independent Schools) Award, No. 21B of 1962

School Employees (Independent Day & Boarding Schools) Award, 1980, No. R7 of 1979

Teachers' Aides' (Independent Schools) Award 1988, No. A27 of 1987

ENDORSEMENTS

Signed for and on behalf of—

The Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers	T. Howe
The Australian Nursing Federation, Industrial Union of Workers, Perth	H.G. Atrill
Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch	H. Creed
Servite College Council Inc	Fr Christopher Ross, OSM

SISTERS OF THE GOOD SHEPHERD NON-TEACHING STAFF ENTERPRISE BARGAINING AGREEMENT 1997.
No. AG 311 of 1997.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Sisters of the Good Shepherd Inc

and

The Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch and Others.

No. AG 311 of 1997.

Sisters of The Good Shepherd Inc Non-Teaching Staff Enterprise Bargaining Agreement 1997.

15 December 1997.

Order.

HAVING heard Ms A.M. Britto on behalf of the applicant and Ms D. MacTiernan on behalf of the Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch, Mr A. Dzieciol on behalf of the Australian Nursing Federation, Industrial Union of Workers, Perth and Ms T.I. Howe on behalf of the Independent Schools Salaried Officers Association of Western Australia, Industrial Union of Workers, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1997, hereby orders—

THAT the Sisters of The Good Shepherd Non-Teaching Staff Enterprise Bargaining Agreement 1997 filed in the Commission on the 31st day of October 1997 and as subsequently amended by the parties be registered on and from the 5th day of December 1997.

(Sgd.) A.R. BEECH,
[L.S.] Commissioner.

Schedule.

PART I

PARAMETERS

1.—TITLE

This Agreement shall be known as the "Sisters of the Good Shepherd Non-Teaching Staff Enterprise Bargaining Agreement 1997".

2.—ARRANGEMENT

Part I Parameters
1. Title
2. Arrangement
3. Term
4. Parties To The Agreement
5. Scope
6. Definitions
7. Objectives
8. No Reduction
9. No Extra Claims

Part II General Conditions of Service
10. Contract of Service
11. Other Leave
12. Leave Without Pay
13. Sick Leave
14. Family Leave
15. Parental Leave
16. Long Service Leave
17. Annual Leave Loading
18. Public Holidays
19. Casual Employees
20. Part-Time Employees
21. Higher Duties
22. Rest Pauses and Meal Breaks
23. Travelling and Motor Vehicle Allowances
24. Location Allowances
25. Superannuation
26. Payment of Wages
27. Time And Wages Record
28. Right of Access, Notices and Interviews
29. Dispute Settling Procedures

Part III Teacher's Aides' / Teaching Assistants
30. Hours
31. Wages
32. Classifications
33. Vacation Leave

Part IV School Employees
34. Hours
35. Rosters
36. Overtime
37. Weekend Work
38. Wages
39. Classifications
40. Uniforms
41. Protective Clothing

Part V Administrative and Technical Officers
42. Hours
43. Annual Leave
44. Salaries
45. Classifications

Part VI (Boarding House) Supervisors
46. Hours
47. Rosters
48. Vacation Leave
49. Salaries
50. Classifications
51. Lodging Conditions
52. General Conditions

Part VII Nurses
53. Time Off Duty
54. Vacation Leave
55. Wages
56. Laundry and Uniforms
57. Board and Lodging

Appendix A—Parties Bound
Appendix B—Awards
Endorsements

3.—TERM

(1) This Agreement shall—

(a) come into effect on the 5th December 1997.

(b) expire on the 31st day of December 1998.

(2) The parties have agreed to review the rates of pay by the 1st day of January 1998.

4.—PARTIES TO THE AGREEMENT

This Agreement is made between the employer set out in Appendix A—Parties Bound and the registered organisations of employees listed in Appendix A—Parties Bound.

5.—SCOPE

(1) This Agreement shall apply to those employees as defined in Clause 6.—Definitions of this Agreement employed by the employer as prescribed in Appendix A—Parties Bound.

(2) Where there is any inconsistency between this Agreement and the relevant award, this Agreement will apply to the extent of the inconsistency.

(3) Except as provided by this Agreement, the conditions of employment of non-teaching staff employed in Catholic Schools in Western Australia will be in accordance with the following awards—

Independent Schools Administrative and Technical Officers Award 1993;

School Employees (Independent Day & Boarding Schools) Award, 1980;

Teachers' Aides' (Independent Schools) Award 1988;

Independent Schools (Boarding House) Supervisory Staff Award

Nurses' (Independent Schools) Award.

(4) The number of employees covered by this Agreement is 1.

6.—DEFINITIONS

This Enterprise Bargaining Agreement covers the following classifications—

Teacher's Aides' / Teaching Assistants as defined in Part III, Clause 32.—Classifications of this Agreement;

School Employees as defined in Part IV, Clause 39.—Classifications of this Agreement;

Administrative and Technical Officers as defined in Part V, Clause 45.—Classifications of this Agreement;

(Boarding House) Supervisors as defined in Part VI, Clause 50.—Classifications of this Agreement;

Nurses as defined in Part VII, Clause 55.—Wages of this Agreement.

7.—OBJECTIVES

(1) The objectives of this Agreement are—

(a) To consolidate and develop further, initiatives arising out of the enterprise bargaining process.

(b) To maintain a just working environment in which education can be provided in harmony with the aims, objectives and philosophy of Catholic Education.

(c) To provide some consistency regarding general conditions of employment that exist for the different categories of non-teaching staff employed within Catholic schools.

(2) In pursuit of these objectives the parties are committed to further negotiations to simplify classification structures and examining the possibility of a generic classification structure.

8.—NO REDUCTION

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

9.—NO EXTRA CLAIMS

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

PART II

GENERAL CONDITIONS OF SERVICE

10.—CONTRACT OF SERVICE

(1) (a) Each employee shall, upon engagement, be given a letter of appointment wherein the general conditions of employment are stated.

(b) This shall include statements of—

(i) the classification;

(ii) the salary step relevant to the appointment;

(iii) the number of hours per week;

(iv) the weeks per year the employee is engaged for;

(v) whether the position is temporary; and/or

(vi) any other matter specific to the contract.

(2) The letter of appointment shall not contain any provision which is inconsistent with or contrary to any provision of this Agreement and/or the Award.

(3) (a) Except in the case of a casual/relief employee, the termination of service of any employee shall require a minimum of 2 weeks' notice by either party.

(b) Provided that the requirements of this subclause may be waived in part or in whole by mutual agreement between the employee and employer. Any request to waive such notice shall not be unreasonably withheld by the employer, where it is deemed that the employee has not been able to give the required notice through no fault of their own.

(c) Subject to the provisions of this subclause, failure to give the required notice shall make either party liable for the payment to the other party of an amount equivalent to the period of notice not given.

(d) The employer reserves the right to withhold or recover an amount equivalent to the period of notice not given. However, approval must be obtained from the Director of Catholic Education before such action is proceeded with.

(4) A temporary employee shall be employed in a part-time or full-time capacity for a period greater than four weeks' continuous service, and not more than a period of 12 months' continuous service.

(5) Where the period of employment of a casual employee exceeds five days the notice of termination of service shall be one day. Where the employment is for five days or less the engagement shall be considered to be a specific period and notice shall not be required.

(6) A part-time employee shall have an entitlement to sick leave, long service leave and annual leave on a pro-rata basis in the proportion of which his/her hours and/or weeks worked bear to the hours and/or weeks worked of a full-time employee.

(7) Upon termination a statement of service and a separate reference when requested by the employee shall be provided to the employee by the employer.

(8) Nothing within this clause detracts from the employer's right to dismiss summarily any employee for serious misconduct, in which case salary and entitlements shall be paid up to the time of dismissal only.

(9) The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Agreement, provided that such duties are not designed to promote de-skilling.

11.—OTHER LEAVE

(1) Bereavement Leave

(a) An employee shall, on the death of a member of the immediate family, be entitled to paid leave up to and including the day of the funeral of such relation, for a period of up to two days not exceeding the number of hours which would have been worked by the employee in that time. Proof of such death shall be furnished by the employee to the satisfaction of the employer.

(b) Provided that payment in respect of bereavement leave is to be made only where the employee otherwise would have been on duty and shall not be granted in any case where the employee concerned would have been off duty in accordance with the roster, or on long service leave, vacation leave, or on sick leave, or on workers' compensation, or on authorised leave without pay or on a public holiday.

(2) Examination Leave

An employee shall be granted sufficient time off with pay to travel to and sit for the examinations of any approved course of study.

12.—LEAVE WITHOUT PAY

(1) While an employee has the right to apply for leave without pay the granting of such leave is at the discretion of the employer.

(2) An employee applying for leave under this clause must state the period of such leave and the reason for which the leave is being sought.

(3) Leave without pay does not constitute a break in service but shall not count in calculating the period of service for any purpose of this Agreement unless where otherwise provided for in this Agreement.

(4) If an employee is granted leave without pay the question of the employee's specific duties on return to work should be

considered before the granting of such leave and any arrangements made documented. If no prior arrangement is made, an employee, upon return to service shall be entitled to a position commensurate with the position held immediately prior to the commencement of such leave.

(5) The maximum period for which leave is granted under this clause shall be one year.

13.—SICK LEAVE

(1) (a) An employee shall be entitled to payment for non attendance on the ground of personal ill health or injury at the rate of ten (10) days per year, from the beginning of each year. For those employees who commence work at anytime throughout the year a pro-rata entitlement will apply.

(b) The unused portion of the entitlement prescribed in paragraph (a) of this subclause in any accruing year shall accumulate and may be availed of in the next or any succeeding year.

(c) Where an employee's employment is terminated prior to the end of the school year, the calculation for pro-rata entitlement of sick leave will be based on one sixth of a week for each completed month of service with the employer. Where an employee has utilised sick leave in excess of this entitlement the employer may deduct the excess portion from the final payment of wages to the employee.

(d) Where an employee's employment is terminated by the employer through no fault of the employee the provisions of paragraph (c) of this subclause shall not apply.

(e) An employee shall upon request to their employer be advised of their unused portion of sick leave. Where an employee has utilised sick leave in excess of their entitlement, they shall be advised of the provisions of paragraph (c) of this subclause.

(2) This clause shall not apply where the employee is entitled to compensation under the *Workers' Compensation and Rehabilitation Act 1981*.

(3) (a) Sick leave shall be granted provided the application is supported by a certificate from a legally qualified and registered medical practitioner stating the period during which the employee is unfit for duty.

(b) The employer shall not be entitled to a medical certificate for absences of less than three consecutive working days unless the total of such absences exceeds five days in any one accruing year.

(4) No payment shall be made for any absence due to the employee's wilful misconduct.

14.—FAMILY LEAVE

(1) Use of sick leave

(a) An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill. Such leave shall not exceed five (5) days in any calendar year and is not cumulative.

(b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

(c) The entitlement to use sick leave is subject to—

(i) the employee being responsible for the care of the person concerned; and

(ii) the person concerned being either—

(aa) a member of the employee's immediate family; or

(bb) a member of the employee's household.

(iii) the term "immediate family" includes—

(aa) a spouse (including a former spouse), of the employee; and

(bb) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

(iv) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(2) Use of unpaid leave

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill.

15.—PARENTAL LEAVE

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

(1) Maternity Leave

(a) Nature of leave

Maternity leave is unpaid leave.

(b) Definitions

For the purposes of this clause—

(i) Employee includes a part-time employee but does not include an employee engaged upon casual or seasonal work.

(ii) Paternity leave means leave of the type provided for in subclause (2) of this clause whether prescribed in an award or otherwise.

(iii) Child means a child of the employee under the age of one year.

(iv) Spouse includes a former spouse.

(v) Continuous service means service under an unbroken contract(s) of employment and includes—

(aa) any period of leave taken in accordance with this clause;

(bb) any period of leave or absence authorised by the employer or by the award.

(c) Eligibility for maternity leave

(i) An employee who becomes pregnant, upon production to her employer of the certificate required by subclauses (1)(d) and (1)(i) of this clause, shall be entitled to a period of up to fifty two (52) weeks' maternity leave provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of paternity leave taken by the employee's spouse in relation to the same child and apart from paternity leave of up to one week at the time of confinement shall not be taken concurrently with paternity leave.

(ii) Subject to subclauses (1)(d) and (1)(i) of this clause the period of maternity leave shall be unbroken and shall, immediately following confinement, include a period of six weeks' compulsory leave.

(iii) The employee must have had at least twelve (12) months' continuous service within Catholic Education immediately preceding the date upon such leave.

(d) Certification

At the time specified in subclause (1)(c) of this clause the employee must produce to her employer—

(i) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;

(ii) an agreement shall exist where for the period of maternity leave she will not engage in any act inconsistent with her contract of employment.

(e) Notice requirements

(i) An employee shall, not less than ten (10) weeks prior to the presumed date of confinement, produce to her employer the certificate referred to in subclause (1)(d)(i) of this clause.

(ii) An employee shall give not less than four (4) weeks' notice in writing to her employer of

the date upon which she proposes to commence maternity leave stating the period of leave to be taken.

(iii) An employer by not less than fourteen (14) days' notice in writing to the employee may require her to commence maternity leave at any time within the six (6) weeks immediately prior to her presumed date of confinement. The employee may work within this period provided they produce a certificate from a registered medical practitioner stating that they are fit to do so.

(iv) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with subclause (1)(e)(ii) of this clause if such failure is occasioned by the confinement occurring earlier than the presumed date.

(f) Transfer to a safe job

(i) Where in the opinion of a duly registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

(ii) If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to, take leave for such period as is certified necessary by a registered medical practitioner. Such leave shall be treated as maternity leave for the purposes of subclauses (1)(j), (1)(k), (1)(l) and (1)(m) of this clause.

(g) Variation of Period of Maternity Leave

(i) The period of maternity leave may be lengthened once only by the employee giving not less than fourteen (14) days' notice in writing stating the period by which the leave is to be lengthened.

(ii) The period may be further lengthened by agreement between the employer and the employee, in accordance with the provisions outlined in Clause 12.—Leave Without Pay of this Agreement.

(iii) The period of maternity leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(h) Cancellation of Maternity Leave

(i) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.

(ii) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the employer which shall not exceed four weeks from the date of notice in writing by the employee to the employer that she desires to resume work.

(i) Special Maternity Leave and Sick Leave

(i) Where the pregnancy of a employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then—

(aa) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work; or

(bb) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a registered medical practitioner certifies as necessary before her return to work.

(ii) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed the period to which the employee is entitled under subclause (1)(c) of this clause.

(iii) For the purposes of subclauses (l)(j), (l)(k) and (l) (l) of this clause, maternity leave shall include special maternity leave.

(iv) An employee returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave, or in the case of an employee who was transferred to a safe job pursuant to subclause (l)(f) of this clause, to the position she held immediately before such transfer.

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

(j) Maternity Leave and Other Leave Entitlements

(i) Provided the aggregate of any leave, including leave taken under this clause, does not exceed the period to which the employee is entitled under subclause (1)(c) of this clause an employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part to which she is entitled.

(ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during her absence on maternity leave.

(k) Effect of Maternity Leave on Employment

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

(l) Termination of Employment

(i) An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this Agreement.

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

(m) Return to Work After Maternity Leave

(i) An employee shall confirm her intention of returning to her work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.

(ii) An employee, upon returning to work after maternity leave or the expiration of the notice

required by subclause (l)(m)(i) of this clause, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (l)(f) of this clause to the position which she held immediately before such transfer.

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

(n) Replacement Employees

(i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.

(ii) Before an employer engages a replacement employee, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

(iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

(iv) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

(2) Paternity Leave

(a) Nature of Leave

Paternity leave is unpaid leave.

(b) Definitions

For the purposes of this clause—

(i) Employee includes a part-time employee but does not include an employee engaged upon casual or seasonal work.

(ii) Paternity leave means leave of the type provided for in subclause (1) of Clause 15.—Parental Leave of this Agreement (and includes special paternity leave) whether prescribed in an award or otherwise.

(iii) Child means a child of the employee or the employee's spouse under the age of one year.

(iv) Spouse includes a former spouse.

(v) Primary care-giver means a person who assumes the principal role of providing care and attention to a child.

(vi) Continuous service means service under an unbroken contract(s) of employment and includes—

(aa) any period of leave taken in accordance with this clause;

(bb) any period of leave or absence authorised by the employer or by the award.

(c) Eligibility for paternity leave

A male employee, upon production to his employer of the certificate required by subclause (2)(d) of this clause shall be entitled to one or two periods of paternity leave, the total of which shall not exceed 52 weeks, in the following circumstances—

(i) an unbroken period of up to one week at the time of confinement of his spouse;

(ii) a further unbroken period of up to 51 weeks in order to be the primary care-giver of a child provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of maternity leave taken by the employee's spouse in relation to the same child and shall not be taken concurrently with that maternity leave;

(iii) The employee must have had at least 12 months' continuous service within Catholic Education immediately preceding the date which he proceeds upon either period of leave.

(d) Certification

At the time specified in subclause (2)(c) of this clause the employee must produce to his employer—

(i) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement or states the date on which the birth took place;

(ii) in relation to any period to be taken under subclause (2)(c)(ii) of this clause an agreement shall exist stating—

(aa) he will take that period of paternity leave to become the primary care-giver of a child;

(bb) particulars of any period of maternity leave sought or taken by his spouse; and

(cc) that for the period of paternity leave he will not engage in any act inconsistent with his contract of employment.

(e) Notice requirements

(i) An employee shall, not less than ten (10) weeks prior to each proposed period of leave, give the employer notice in writing stating the dates on which he proposed to start and finish the period or periods of leave.

(ii) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with subclause (2)(e)(i) of this clause if such failure is due to—

(aa) the birth occurring earlier than the expected date; or

(bb) the death of the mother of the child; or

(cc) other compelling circumstances.

(iii) The employee shall immediately notify his employer of any change in the information provided pursuant to subclause (2)(d) of this clause.

(f) Variation of Period of Paternity Leave

(i) The period of paternity leave may be lengthened once only by the employee giving not less than fourteen (14) days' notice in writing stating the period by which the leave is to be lengthened;

(ii) The period may be further lengthened by agreement between the employer and the employee, in accordance with the provisions outlined in Clause 12.—Leave Without Pay of this Agreement.

(iii) The period of paternity leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(g) Cancellation of Paternity Leave

Paternity leave, applied for under subclause (2)(c)(ii)(aa) of this clause but not commenced, shall be cancelled when the pregnancy of the employee's spouse terminates other than by the birth of a living child.

(h) Paternity Leave and Other Leave Entitlements

(i) Provided the aggregate of any leave, including leave taken under this clause, does not exceed the period to which the employee is entitled under subclause (2)(c) of this clause an employee may, in lieu of or in conjunction with paternity leave, take any annual leave or

long service leave or any part to which he is entitled.

(ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during his absence on paternity leave.

(i) Effect of Paternity Leave on Employment

Subject to this clause, notwithstanding any award, or other provision to the contrary, absence on paternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

(j) Termination of Employment

(i) An employee on paternity leave may terminate his employment at any time during the period of leave by notice given in accordance with this Agreement.

(ii) An employer shall not terminate the employment of an employee on the ground of his absence on paternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(k) Return to Work after Paternity Leave

(i) An employee shall confirm his intention of returning to his work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of paternity leave provided by subclause (2)(c)(ii) of this clause.

(ii) An employee, upon returning to work after paternity leave or the expiration of the notice required by subclause (2)(c)(i) of this clause, shall be entitled to the position which he held immediately before proceeding on paternity leave.

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

(l) Replacement Employees

(i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on paternity leave.

(ii) Before an employer engages a replacement employee, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

(iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising his rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

(iv) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

(3) Adoption Leave

(a) Nature of Leave

Adoption leave is unpaid leave.

(b) Definitions

For the purposes of this clause—

(i) Employee includes a part-time employee but does not include any employee engaged upon casual or seasonal work.

(ii) Child means a person under the age of five years who is placed with the employee for the purpose of adoption, other than a child or stepchild of the employee or of the spouse of the employee of a child who has previously lived continuously with the employee for a period of six months.

(iii) Relative Adoption occurs where a child, as defined, is adopted by a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

(iv) Primary care-giver means a person who assumes the principal role of providing care and attention to a child.

(v) Spouse includes a former spouse.

(vi) Continuous service means service under an unbroken contract(s) of employment and includes—

(aa) any period of leave taken in accordance with this clause;

(bb) any period of leave or absence authorised by the employer or by the award.

(c) Eligibility for adoption leave—

An employee, upon production to the employer of the documentation required by subclause (3)(d) of this clause, shall be entitled to one or two periods of adoption leave, the total of which shall not exceed 52 weeks, in the following circumstances—

(i) an unbroken period of up to three weeks at the time of placement of the child;

(ii) a further unbroken period of up to 52 weeks from the time of the placement in order to be the primary care-giver of a child. This leave shall not extend beyond one year after the placement of the child and shall not be taken concurrently with adoption leave taken by the employee's spouse in relation to the same child. The entitlement of up to 52 weeks shall be reduced by—

(aa) any period of leave taken pursuant to subclause (3)(c)(i) of this clause; and

(bb) the aggregate of any periods of adoption leave taken or to be taken by the employee's spouse.

(ii) the employee must have had at least 12 months' continuous service within Catholic Education immediately preceding the date which he or she proceeds on such leave in either case.

(d) Certification

(i) Before taking adoption leave the employee must produce to the employer—

(aa) A statement from the adoption agency or other appropriate body of the presumed date of placement of the child with the employee for the adoption purposes; or

(bb) A statement from the appropriate government authority confirming that the employee is to have custody of the child pending an application for an adoption order.

(ii) In relation to any period to be taken under subclause (3)(c)(ii) of this clause, an agreement shall exist stating—

(aa) the employee is seeking adoption leave to become the primary care-giver of the child;

(bb) particulars of any period of adoption leave sought or taken by the employee's spouse; and

(cc) that for the period of adoption leave the employee will not engage in any act inconsistent with his/her contract of employment.

(e) Notice requirements

(i) Upon receiving notice of approval for adoption purposes, an employee shall notify the employer of such approval and within 2

months of such approval shall further notify the employer of the period or periods of adoption leave the employee proposes to take. In the case of relative adoption the employee shall notify as aforesaid upon deciding to take the child into custody pending an application for adoption.

(ii) An employee shall not be entitled to adoption leave unless the employee has not less than 12 months continuous service with the employer immediately preceding the date upon which he/she proceeds upon such leave.

(iii) An employee shall, as soon as the employee is aware of the presumed date of placement of a child for adoption purposes but no later than 14 days before such placement give notice in writing to the employer of such date, and of the date of the commencement of any period to be taken under subclause (3)(c)(i) of this clause.

(iv) An employee shall, ten weeks before the proposed date of commencing any leave to be taken under subclause (3)(c)(ii) of this clause give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.

(v) An employee shall not be in breach of this clause, as a consequence of failure to give the stipulated period of notice in accordance with subclauses (3)(e)(iii) and (3)(e)(iv) of this clause if such failure is occasioned by the requirement of an adoption agency to accept earlier or later placement of a child, the death of the spouse or other compelling circumstances.

(f) Variation of Period of Adoption Leave

(i) the period of adoption leave may be lengthened once only by the employee giving not less than fourteen (14) days' notice in writing stating the period by which the leave is to be lengthened;

(ii) the period may be further lengthened by agreement between the employer and the employee, in accordance with the provisions outlined in Clause 12.—Leave Without Pay of this Agreement;

(iii) the period of adoption leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(g) Cancellation of Adoption Leave

(i) Adoption leave, applied for but not commenced, shall be cancelled should the placement of the child not proceed.

(ii) Where the placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue, the employee shall notify the employer forthwith and the employer shall nominate a time not exceeding four weeks from receipt of notification for the employee's resumption of work.

(h) Special Leave

The employer shall grant to any employee who is seeking to adopt a child, such unpaid leave not exceeding two days, as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee the employer may require the employee to take such leave in lieu of special leave.

(i) Adoption Leave and Other Leave Entitlements

(i) Provided the aggregate of any leave, including leave taken under this clause, does not exceed the period to which the employee is entitled under subclause (3)(c) of this clause, an employee may, in lieu of or in conjunction with adoption leave, take any annual leave or long service leave or any part to which he or she is entitled.

(ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during the employee's absence on adoption leave.

(j) Effect of Adoption Leave on Employment

Subject to this clause, notwithstanding any award, or other provision to the contrary, absence on adoption leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

(k) Termination of Employment

(i) An employee on adoption leave may terminate the employment at any time during the period of leave by notice given in accordance with this Agreement.

(ii) An employer shall not terminate the employment of an employee on the ground of the employee's application to adopt a child or absence on adoption leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(l) Return to Work After Adoption Leave

(i) An employee shall confirm the intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of adoption leave provided by subclause (3)(c) of this clause.

(ii) An employee, upon returning to work after adoption leave shall be entitled to the position held immediately before proceeding on such leave.

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

(m) Replacement Employees

(i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on adoption leave.

(ii) Before an employer engages a replacement employee, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

(iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising his/her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

(iv) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

16.—LONG SERVICE LEAVE

(1) Subject to subclause (3) of this clause, an employee who has completed ten years' continuous service with the employer shall be entitled to ten weeks' long service leave. For each subsequent period of ten years' service an employee shall be entitled to an additional ten weeks' long service leave.

(2) In calculating an employee's entitlement under this clause, continuous service with the employer prior to the 1st day of January 1997 shall be taken into account in the following manner—

(a) In the case of an employee who has already accrued an entitlement to long service leave with the employer

prior to the 1st day of January, 1997, the employee shall continue to accrue subsequent entitlements to long service leave in accordance with the provisions of subclause (1) of this clause.

(b) In the case of an employee who, at the 1st day of January 1997, had not accrued an entitlement to long service leave, the employee's entitlement shall be calculated on the following basis—

For any period of continuous employment prior to the 1st day of January 1997, an amount calculated on the basis of 13 weeks' long service leave on full pay for each 15 years of continuous service, in accordance with the relevant award.

(c) In the case of an employee covered by the *Independent Schools Administrative and Technical Officers Award 1993* who, at the 1st day of January 1993, had not accrued an entitlement to long service leave, the employee's entitlement shall be calculated on the following basis—

For any period of continuous employment prior to the 1st day of January 1993, an amount calculated on the basis of 13 weeks' long service leave on full pay for each 15 years of continuous service.

(d) In the case of employees who have worked less than full-time during the accrual period, long service leave shall be paid at the rate of the average of hours worked over the accrual period.

(3) The expression "continuous service" includes any period during which the employee is absent on full pay from their duties, but does not include—

(a) Any period exceeding two weeks during which the employee is absent on leave without pay. In the case of leave without pay which exceeds eight weeks in a continuous period, the entire period of that leave is excised in full;

(b) Any service of an employee who resigns or is dismissed, other than service prior to such resignation or prior to the date of any offence in respect of which they are dismissed by the employer, when that prior service has actually entitled the employee to long service leave under this clause.

(4) Any entitlement to annual leave that falls due during the period of long service leave shall be recognised as extra leave and not included in the long service leave.

(5) Any public holiday which occurs during the period an employee is on long service leave shall be treated as part of the long service leave and extra days in lieu thereof shall not be granted.

(6) Where an employee has become entitled to a period of long service leave in accordance with this clause, the employee shall commence such leave as soon as possible after the accrual date, or in a manner mutually agreed between the employer and employee.

(7) Payment for long service leave shall be made—

(a) in full before the employee goes on leave, or

(b) by the normal fortnightly payment intervals; or

(c) by agreement between the employee and the employer.

(8) Where an employee has completed at least 7 years' service but less than 10 years' service and employment is terminated—

(a) by their death;

(b) in any circumstances, other than serious misconduct,

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

(9) In the case to which subclause (8) of this clause applies and in any case in which the employment of the employee who has become entitled to leave hereunder is terminated before such leave is taken or fully taken the employer shall, upon termination of employment otherwise than by death, pay to the employee and upon termination by death, pay to the personal representative of the employee upon request by the personal representative, a sum equivalent to the amount which would have been payable in respect of the period of leave to which they are entitled or deemed to have been entitled and which would have been taken but for termination. Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.

17.—ANNUAL LEAVE LOADING

(1) An annual leave loading shall be included in the final payment of ordinary wages made in December of each year to employees who have become entitled to annual leave in accordance with this Agreement.

(2) Subject to the annual leave or vacation leave provisions in Parts I through to VI of this Agreement, the annual leave loading shall be 17.5 per cent of four weeks' wages at the rate of pay applicable at the time of payment.

(3) If an employee commences after the beginning of first term in a calendar year then the leave loading shall be paid, proportionate to the length of service in that year, in December of that year, provided that the employee's contract of employment is continuing into the next calendar year.

18.—PUBLIC HOLIDAYS

(1) The following days, or the days observed in lieu shall, subject to subclause (3) of this clause, be allowed as holidays without deduction of pay namely: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day.

(2) (a) When any of the days mentioned in the subclause (1) of this clause falls on a Saturday or a Sunday the holidays shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or a Monday the holiday shall be observed on the next succeeding Tuesday.

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

(b) When any of the days observed as a holiday under this clause falls on a day when a school employee (see Part IV—Clause 39.—Classifications of this Agreement) is rostered off duty and is a day that the employee would normally have worked and he/she has not been required to work on that day, he/she shall be paid as if the day was an ordinary working day, or if he/she agrees, be allowed a day's leave with pay in lieu of the holiday at a time mutually acceptable to the employer and the employee.

(3) An employee who, on a day observed as a holiday under this clause is required to work during his/her ordinary hours of work shall be paid for the time worked at the rate of 2.5 times their ordinary rate or, if he/she agrees, be paid for the time worked at the rate of time and one-half and in addition be allowed to take a day's leave with pay on a day mutually acceptable to the employer and the employee.

(4) The provisions of this clause shall not apply to casual employees.

19.—CASUAL EMPLOYEES

(1) A casual employee shall be engaged on an hourly contract of service with a minium payment of—

(a) 2 hours; or

(b) 4 hours for school employees; or

(c) 1 day for an employee as defined in Clause 45.—Classifications of this Agreement.

(2) A casual employee shall be paid 20 per cent in addition to the rates prescribed for the work performed.

(3) A casual employee shall be paid for all work performed on any of the days prescribed in subclause (1) of Clause 18.—Public Holidays of this Agreement at the rate of double time and one-half.

(4) A casual employee is defined as an employee who is not employed on a regular basis and who is engaged by the employer for a period not exceeding four weeks in duration.

20.—PART-TIME EMPLOYEES

(1) Notwithstanding anything contained in this Agreement, employees may be regularly employed to work less hours per week or weeks per year than are prescribed in the applicable clauses of this Agreement, and such employees shall be remunerated at a weekly rate pro-rata to the rate prescribed for the classification of work on which they are engaged in the proportion which their hours of work bear to the Hours clause of this Agreement, for their classification and level of work.

(2) When an employee is employed under the provisions of this clause, he/she shall receive payment for annual/vacation leave, and sick leave on a pro-rata basis in the same proportion as the number of hours regularly worked each week bears to a full-time employee of the same classification.

21.—HIGHER DUTIES

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

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

22.—REST PAUSES AND MEAL BREAKS

(1) All employees shall be allowed a tea break of 10 minutes daily between the second and third hour from starting time each day. Such tea break shall be counted as time worked: provided that such employees responsible for supervising children continue such supervision during the said tea break.

(2) All employees shall be allowed a meal break of not less than 30 minutes nor more than one hour between the hours of 12.00 noon and 2.00pm. Such time shall not count as time worked.

(3) For employees classified in Part VI of this Agreement who are rostered on duty during meal times shall be entitled to a meal and shall be allowed sufficient time to have such meal.

23.—TRAVELLING AND MOTOR VEHICLE ALLOWANCES

(1) Where an employee is required and authorised to use his/her own motor vehicle in the course of his/her duties he/she shall be paid an allowance not less than that provided for in the schedules set out hereunder. Notwithstanding anything contained in this subclause the employer and the employee may make any other arrangement as to motor vehicle allowance not less favourable to the employee.

(2) Where an employee in the course of a journey travels through two or more of the separate areas, payment at the rates prescribed herein shall be made at the appropriate rate applicable to each of the separate areas traversed.

(3) A year for the purpose of this clause shall commence on the 1st day of July and end on the 30th day of June the next following year.

Rates of Hire for use of Employee's own Vehicle on Employer's Business

Schedule 1—Motor Vehicle Allowance

	Engine Displacement (in Cubic Centimetres)		
Rate per kilometre Area & Details	Over 2600cc	1600cc-2600cc	1600cc & Under
Metropolitan Area	57.3	50.4	43.9
South West Land Division	58.8	51.7	45.1
North of 23.5° South Latitude	65.1	58.0	50.4
Rest of the State	60.5	53.3	46.3

Motor vehicles with rotary engines are to be included in the 1600—2600cc category.

Schedule 2—Motor Cycle Allowances

Distance travelled during a year on Official Business	Rate Cents per Kilometre
All Areas of State	17.8

24.—LOCATION ALLOWANCES

(1) Subject to the provisions of this clause, in addition to the wages prescribed in this Agreement an employee shall be paid the following weekly allowances when employed in the towns described hereunder. Provided that where the wages are prescribed as fortnightly rates of pay, these allowances shall be shown as fortnightly allowances. These rates are subject to change from time to time in accordance with the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 1 of 1996.

Town	Married Persons allowance $ per week	Single Persons allowance $ per week
Balgo Hills	144.10	72.05
Boulder	13.00	6.50
Beagle Bay	130.20	65.10
Billiluna	144.10	72.05
Broome	94.00	47.00
Carnarvon	40.40	20.20
Derby	98.00	49.00
Esperance	24.80	12.40
Gibb River	143.30	71.65
Kalgoorlie	13.00	6.50
Karratha	97.00	48.50
Kununurra	123.00	61.50
Lake Gregory	144.10	72.05
Lombadina	130.20	65.10
Port Hedland	90.60	45.30
Red Hill	115.80	57.90
Ringer Soak	144.10	72.05
Southern Cross	23.80	11.90
Tardun	17.40	8.70
Turkey Creek	130.20	65.10
Wyndham	120.00	60.00

(2) Except as provided in subclause (3) of this clause, an employee who has a dependant shall be paid double the allowance prescribed in subclause (1) of this clause.

(3) Where an employee

(a) is provided with board and lodging by his/her employer, free of charge; or

(b) is provided with an allowance in lieu of board and lodging such employee shall be paid 66 and two-third per cent of the allowances prescribed in subclause (1) of this clause.

(4) Subject to subclause (2) of this clause, junior employees, casual employees, part-time employees, apprentices receiving less than adult rate and employees employed for less than a full week shall receive that proportion of the location allowance as equates with the proportion that their wage for ordinary hours that week is to the adult rate for the work performed.

(5) Where an employee is on annual leave or receives payment in lieu of annual leave he/she shall be paid for the period of such leave the location allowance to which he/she would ordinarily be entitled.

(6) Where an employee is on long service leave or other approved leave with pay (other than annual leave) he/she shall only be paid location allowance for the period of such leave he/she remains in the location in which he/she is employed.

(7) (a) For the purpose of this clause "dependent" shall take on the definition as described by the Australian Taxation Office for such purposes.

(b) The income used as a dependency test shall be adjusted on 30 June each year in accordance with variations to the taxable limit for earnings for the dependent spouse rebate.

(8) Subject to the making of a General Order pursuant to section 50 of the Act, that part of each location allowance representing prices shall be varied from the beginning of the first pay period commencing on or after the 1st day of July of each year in accordance with the annual percentage change in the Consumer Price Index (excluding housing), for Perth measured to the end of the immediately preceding March quarter, the calculation to be taken to the nearest ten cents.

25.—SUPERANNUATION

(1) Employer Contributions

(a) An employer shall contribute to superannuation for each employee in accordance with federal legislation to one of the following approved superannuation funds—

(i) CONCEPT ONE—superannuation plan which was established and is governed by a trust deed and rules dated 23 September 1986, as amended; and

(ii) an exempted fund allowed by subclause (3) of this clause.

(b) Employer contributions shall be paid at least monthly for each week of service that the eligible employee completes with the employer.

(c) "Ordinary Time Earnings" means the salary or other remuneration periodically received by the employee in respect to the time worked in ordinary hours and/or any other rate paid for all purposes of this agreement to which the employee is entitled for ordinary hours of work.

(2) Fund Membership

(a) "Eligible Employee" shall mean a full-time or part-time employee who earns more than $450.00 per month.

(b) An employee shall not be eligible to join the fund until he/she has completed one month's satisfactory service. On completion of this period the employee shall be entitled to the appropriate employer contribution, from the date of the employee's commencement.

(3) Exemption

Exemptions from the requirements of this clause shall apply to an employer who at the date of this Agreement—

(a) was contributing to a superannuation fund, in accordance with an order of an industrial tribunal; or

(b) was contributing to a superannuation fund in accordance with an order, award or an agreement of an industrial tribunal, for a majority of employees and makes payment for employees covered by this Agreement in accordance with that order, award or agreement; or

(c) subject to notification to the Union, was contributing to a superannuation fund for employees covered by this Agreement where such payments are not made pursuant to an order of an industrial tribunal;

(d) was not contributing to a superannuation fund for employees covered by this Agreement; and

(i) written notice of the proposed alternative superannuation fund is given to the Union; and

(ii) contributions and benefits of the proposed alternative superannuation fund are no less than those provided by this clause; and

(iii) within one month of the notice prescribed in subparagraph (d)(i) of this subclause being given, the Union has not challenged the suitability of the proposed fund by notifying the Western Australian Industrial Relations Commission of a dispute.

(4) The employer shall provide such facilities as is appropriate to ensure that all employees are adequately informed of the provisions of the superannuation funds available.

26.—PAYMENT OF WAGES

(1) Wages shall be paid fortnightly or monthly.

(2) Accompanying each payment of wages shall be a pay advice slip to be retained by the employee. On this slip the employer shall clearly detail the employee's name, hourly rate, overtime, penalties, allowances, gross wage, deductions broken down to—

(a) taxation; and

(b) other

and the net wage.

(3) On termination of employment the employer shall pay to the employee all moneys payable to that employee before the employee leaves the premises or the same shall be forwarded to the employee by post on the following day.

27.—TIME AND WAGES RECORD

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

(a) Name of each employee.

(b) The nature of their work.

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

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

(e) The age of each junior employee.

Any system of automatic recording by machines shall be deemed to comply with this provision to the extent of the information recorded.

(2) The salary records shall be open for inspection by a duly accredited official of the Union during the usual office hours at the employer's office and the official may be allowed to take extracts therefrom.

(3) The employer may refuse the representative access to the records if—

(a) the employer is of the opinion that access to the records by the representative of the organisation would infringe the privacy of persons who are not members of the organisation; and

(b) the employer undertakes to produce the records to an Industrial Inspector within 48 hours of being notified of the requirement to inspect by the representative.

(4) The power of inspection may only be exercised by a representative of an organisation of employees authorised for the purpose in accordance with the rules of the organisation.

(5) Before exercising a power of inspection, the representative shall give reasonable notice of not less than 24 hours to an employer.

28.—RIGHT OF ACCESS, NOTICES AND INTERVIEWS

(1) Material approved by the Union will be displayed on a notice board or a mutually agreed location, which is easily accessible by employees.

(2) Every employee shall be provided with access to a copy of this Agreement by the employer.

(3) The Secretary of the Union or authorised representative will, on prior notification to the employer, have the right to enter the employer's premises during working hours, including meal breaks for the purpose of distributing information and or discussing with employees covered by this Agreement, the legitimate business of the Union and or for the purposes of investigating complaints concerning the application of this Agreement, but shall in no way unduly interfere with the work of the employees.

29.—DISPUTE SETTLING PROCEDURES

(1) The principles of conciliation and direct negotiation shall be adopted for the purpose of prevention and settlement of any questions, disputes or difficulties that may arise.

(2) The parties to the dispute shall take an early and active part in discussion and negotiation aimed at preventing or settling questions, disputes or difficulties in accordance with the agreed procedures set out hereunder.

(3) The provisions of this clause shall not preclude an employee from discussing any grievance with a Union representative or a representative of their choice as he/she deems fit. Neither shall the provisions of this clause pre-empt, limit or delay the right of the Union to enter into direct negotiations with the employer to resolve matters in dispute or to address matters of mutual concern.

(4) Procedure of Settlement of Disputes

(a) The employee and the employee's supervisor shall confer, identify the facts and where possible, resolve the issue.

(b) If not resolved, the employee and the employer shall confer and, where possible, resolve the issues.

(c) If not resolved, the parties to the dispute may confer with the parties to this Agreement on this matter, and where possible, resolve the issue.

(d) If the matter is still not settled, it may be referred to the Western Australian Industrial Relations Commission for conciliation/arbitration.

(5) Until the matter is resolved in accordance with the above procedure, the status quo shall remain. While the above procedure is being followed, no party shall be prejudiced as to the final settlement by the continuation of work in accordance with this procedure.

(6) It is acknowledged that if the dispute relates to an alleged ambiguity or uncertainty in this Agreement any party may at any time apply for variation of the Agreement to eliminate the alleged uncertainty or ambiguity.

PART III

TEACHER'S AIDES' / TEACHING ASSISTANTS

30.—HOURS

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

Provided that where the nature of the work requires the ordinary hours of work to be longer than 32.5, the employer

and Union may agree to the ordinary hours of work being up to but not exceeding 38 per week.

31.—WAGES

(1) The rate of wage payable to employees engaged in the classifications prescribed in Clause 32.—Classifications of this Agreement after the 22nd day of May 1997 shall be—

Step	Hourly Rate		Annual Rate	
	$	7.2%	$	7.2%
Step 1	10.04	10.76	17,020.00	18,245.44
Step 2	10.23	10.97	17,342.00	18,590.51
Step 3	10.43	11.18	17,681.00	18,954.03
Step 4	10.67	11.43	18,088.00	19,390.34
Step 5	10.96	11.75	18,580.00	19,917.76
Step 6	11.33	12.15	19,207.00	20,589.90
Step 7	11.64	12.48	19,732.00	21,152.70
Step 8	11.71	12.55	19,851.00	21,280.27
Step 9	12.02	12.89	20,377.00	21,844.14
Step 10	12.32	13.21	20,885.00	22,388.72
Step 11	12.51	13.41	21,207.00	22,733.90
Step 12	12.65	13.56	21,445.00	22,989.04
Step 13	13.25	14.20	22,469.00	24,086.77
Step 14	13.86	14.86	23,493.00	25,184.50
Step 15	14.46	15.50	24,519.00	26,284.37

Progression through the wages scale shall be by annual increment.

(2) A Teachers' Aide left in charge of pupils for a full session shall be paid at his/her ordinary rate plus 10 per cent for the period for which they are left in charge, provided that, if the period for which the employee is left in charge exceeds three days, they shall be paid at the ordinary rate plus 20 per cent for the whole period for which they are in charge, except where provided for in the Catholic Education Office Aboriginal Teaching Assistants Manual.

(3) (a)	Child Care Workers	$ (per hour)	7.2%
	First year of experience	11.82	12.67
	Second year of experience	13.00	13.94
	Third year of experience	13.63	14.61
	Fourth year of experience	14.26	15.29
	Fifth year of experience	14.90	15.97

(b) An employee left in charge of pupils for a full session or more shall be paid no less than the rate applicable to a child care worker in their fifth year of employment for the whole period they are in charge, except where provided for in the Catholic Education Office Aboriginal Teaching Assistants Manual.

(4) An employee who has had previous experience relevant to employment covered by this Agreement may have that experience taken into account in determining the "year of employment" at which an employee is appointed and paid.

(5) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the employee into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being an employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

32.—CLASSIFICATIONS

Level One

Teachers' Aides in Primary Schools, Pre-Primary Schools or Pre-schools, Teaching Assistants, Home Economic Assistants, Physical Education Assistants.

Aboriginal Teaching Assistants.

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

Enter Step 1

Exit Step 5

Level Two

Aboriginal Teaching Assistants in secondary schools.

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

Enter Step 6

Exit Step 7

Aboriginal Teaching Assistants in Primary schools who have completed the Certificate of Educational Practice or equivalent accredited course.

Step 7

Level Three

Aboriginal Teaching Assistants in secondary schools who have completed the Certificate of Educational Practice.

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

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

Aboriginal Teaching Assistants on satisfactory completion of Certificate III in Education (Aboriginal & Torres Strait Islander)

Enter Step 8

Exit Step 10

Level Four

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

Teaching Assistants who have completed Certificate IV in Education (Aboriginal and Torres Strait Islander) or Certificate in Community Teaching as specified in the Aboriginal Teaching Assistants Programme Manual.

Step 11

Employees who have completed the Child Care Certificate, Diploma of Children Services (0-5 yrs), National Nursery Examination Board Certificate or other equivalent qualifications as agreed between the Union and the employer.

Aboriginal Teaching Assistants on satisfactory completion of the second year of Aboriginal Teachers' Training Course.

Teaching Assistants who have completed the Diploma in Education (Aboriginal and Torres Strait Islander) or the Associate Diploma in Community Teaching or one year of Bachelor of Arts (Education) as specified in the Aboriginal Teaching Assistants Manual.

Teachers' Assistants who have completed the Advanced Teacher Aide Certificate Special Needs.

Step 12

Level Five

Aboriginal Teaching Assistants who have completed a Diploma in Education (Aboriginal and Torres Strait Islander) or the Associate Diploma in Education (Community Teaching) and are working in specified schools as Community Teaching Associates.

Enter Step 13

Exit Step 15

33.—VACATION LEAVE

(1) Except as hereinafter provided an employee shall be allowed the holidays granted by the school in which he/she is employed, including term and Christmas vacations, without deduction of pay.

(2) Subject to the provisions of subclause (3) of this clause, each employee shall be paid his/her ordinary wages for any day on which he/she is relieved of the obligation to present himself/herself for work.

(3) An employee who is employed to work less than the full school year shall be entitled to payment at the ordinary rate of pay for or in lieu of the term and Christmas vacation periods related to that school year on the basis of one week's pay for each four weeks which the employee was employed to actually work in the school.

PART IV

SCHOOL EMPLOYEES

34.—HOURS

(1) Subject to this Agreement, the ordinary working hours for full-time employees shall be an average of 38 hours per week, to be worked in not more than 40 hours in any week, or eight in any day and shall be worked on any five days of the week.

(2) Subject to Clause 36.—Overtime of this Agreement, the spread of shift in any one day shall not exceed 12 and a ½ hours.

(3) In addition to meal breaks, there may be one break of at least two hours in each shift for kitchen and dining room employees.

(4) As the means of working a 38 hour week, a full-time employee who works 40 hours per week, shall be entitled to payment including shift and weekend penalties for the following days on which the employee shall not be required to attend for work—

(a) Three agreed days during the first school term vacation in each year.

(b) Two agreed days during each of the other school term vacations.

(c) Five agreed days during the Christmas vacation.

(5) In lieu of the provisions of subclause (4) of this clause and notwithstanding other provisions of this Agreement and by agreement between an employer and a majority of employees covered by this Agreement at a workplace, as a means of working a 38 hour week the following may apply—

(a) with at least seven days' notice to the Union by the employer, the hours of work may be arranged so that an employee works 76 hours over nine days each fortnight with the tenth day off on full pay; or

(b) with at least seven days' notice to the Union by the employer, the hours of work may be arranged so that an employee works 152 hours over 19 days in each four week period with one day off on full pay in conjunction with other day(s) off work; or

(c) by agreement with the Union, the hours of work may be arranged so as to provide any other form of implementation of a 38 hour week.

(6) (a) A part-time employee shall be given payment for the days referred to in subclauses (4) and (5) of this clause in the proportion that the hours worked each week bear to 40. A part-time employee shall be granted the days referred to in subclauses (4) and (5) of this clause in the proportion that the number of days worked each week bears to five.

(b) By agreement in writing between the employer and the employee, a part-time employee who works 30 hours per week or less may be paid for all hours worked at the 38 hour week rate in lieu of payment for the days prescribed in subclauses (4) and (5) of this clause.

(7) Subject to the provisions of subclause (4) of this clause, during the school vacation periods the employer shall be relieved of the obligation to provide work and the employee shall not be entitled to the payment of wages in respect of any such period during which no work is performed other than any period during which the employee is on annual leave or a public holiday where the public holiday falls on a day on which the employee would normally be employed to work. Provided that the maximum period covered by this subclause shall be four weeks (20 days) in any one year.

35.—ROSTERS

(1) A roster of the working hours shall be exhibited in the office of each school/college and in such other place as it may be conveniently and readily seen by each employee concerned.

(2) Such roster shall show—

(a) the name of each employee; and

(b) the hours to be worked by each employee each day and the breaks in shifts to be taken.

(3) (a) The roster in the office shall be open for inspection by a duly accredited representative of the Union at such times and place as the record book is so open for inspection.

(b) A duly accredited representative of the Union shall be permitted to inspect the roster available to the employees not more than once in any week during the times the record book is so open for inspection.

(4) Such roster shall be drawn up in such manner as to show the hours of each employee for one week in advance of the date of the roster, and may only be altered on account of the sickness or absence of an employee, or on account of any contingency that the employer could not reasonably foresee, or due to private arrangement between the employees themselves.

36.—OVERTIME

(1) All work done outside the daily spread of hours provided in Clause 34.—Hours of this Agreement, or beyond eight hours in any one day or beyond 40 hours in any one week shall be deemed overtime.

(2) Overtime shall be paid for at the rate of time and one-half for the first two hours and double time thereafter provided that all overtime worked on Saturday and Sunday shall be paid for at the rate of double time.

(3) All work performed by any employee on his/her rostered days off or on days worked in excess of those provided in Clause 34.—Hours of this Agreement, shall be paid for at the rate of double time except where such day is a public holiday when double time and one-half shall be paid.

(4) Any employee recalled to work after his/her normal hours of duty shall be paid for a minimum of three hours at overtime rates and for all reasonable expenses incurred in returning to work.

37.—WEEKEND WORK

(1) All ordinary hours of work performed between midnight on Friday and midnight on Sunday shall be paid for at the rate of time and one-half.

(2) General Conditions

(a) Junior employees may be employed in the proportion of one junior to every two or fraction of two not being less than one adult employee employed in the same occupation, provided that this ratio may be altered by written agreement between the Union and the employee concerned.

(b) Senior employees other than the Head Groundsperson and leading hands appointed as such by the employer to be in charge of three or more other employees shall be paid $16.50 per week in addition to the rates prescribed herein.

(3) For all work done on any day after a break referred to in subclause (3) of Clause 34.—Hours of this Agreement, the employee shall be paid an allowance of $1.06 per hour for each such hour worked.

(4) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the employee into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being an employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

38.—WAGES

(1) The minimum weekly rates of wage payable from the beginning of the first pay period commencing on or after the 22nd day of May 1997 shall be—

	Minimum Hourly Rate $	7.2%	Minimum Annual Rate $	7.2%
Level 1 Cleaner	10.22	10.96	20,269.37	21,728.81
Level 2 Domestic employees including—Kitchen Attendant/Canteen Assistant House Attendant Dining Attendant Laundry Attendant Sewing Attendant	10.40	11.14	20,618.84	22,103.32
Level 3 Cooks (Other)	10.51	11.27	20,837.92	22,338.04
Level 4 Groundsperson	10.73	11.50	21,270.84	22,802.26
Level 5 First Cook Grade 1 or Cook working alone Groundsperson / Handyperson Grade 1 Sewing Supervisor	10.95	11.74	21,708.99	23,272.22
Level 6 Groundsperson / Handyperson, Grade 2 First Cook, Grade 2	11.17	11.98	22,141.92	23,735.92
Level 7 Senior Groundsperson/ Handy person Tradesperson Cook	11.61	12.45	23,012.99	24,670.11
Level 8 Head Groundsperson	13.81	14.80	27,363.13	29,333.21

(2) Junior Employees: Junior employees shall receive the following percentages of the adult rate for the class of work on which they are engaged.

	%
Under 16 years of age	60
16 to 17 years of age	70
17 to 18 years of age	80

(3) General Conditions

(a) Junior employees may be employed in the proportion of one junior to every two or fraction of two not being less than one adult employee employed in the same occupation, provided that this ratio may be altered by written agreement between the Union and the employer concerned.

(b) Senior employees other than the Head Groundsperson and leading hands appointed as such by the employer to be in charge of three or more other employees shall be paid $16.50 per week in addition to the rates prescribed herein.

(4) For all work done on any day after a break referred to in subclause (3) of Clause 34.—Hours of this Agreement, the employee shall be paid an allowance of $1.06 per hour for each such hour worked.

(5) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the employee into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

39.—CLASSIFICATIONS

Head Groundsperson: Shall mean a person in charge of the grounds of a large school who would be responsible for the supervision of all grounds staff. The person would have qualifications and/or experience in horticulture, preparation of turf wickets and lawn tennis courts, and could have the responsibility for a full size swimming pool.

Senior Groundsperson/Handyperson: Shall mean a person in charge of the grounds of a small school or section of a large school and who has completed an apprenticeship in horticulture or other relevant horticultural qualifications or who has substantial relevant experience within the horticultural or related industries to such an extent as would justify Grade 2 status. This person's duties would also consist of maintenance and minor repairs to external and internal fitments, equipment or outdoor furniture. Would have at least one full-time equivalent groundsperson under supervision. The senior groundsperson/handyperson could have responsibility for the maintenance of a swimming pool and lawn tennis courts, or equivalent levels of responsibility.

Groundsperson/Handyperson (Grade 2): Shall mean a person whose principal duties include tending a garden and grounds. This person's duties would also consist of maintenance and minor repairs to external and internal fitments, equipment or outdoor furniture. This person would work alone in a small school.

Groundsperson/Handyperson (Grade 1): Shall mean a person whose principal duties include tending a garden and grounds or part of a garden and grounds. This person's duties would also consist of maintenance and minor repairs to external and internal fitments, equipment or outdoor furniture. This person would work under the supervision.

Groundsperson: Shall mean an employee whose principal duties shall consist of tending a garden and grounds, working under supervision or working in a small school under the direction of the principal or bursar.

First Cook (Grade 2): Shall mean a person who is appointed as the senior cook in a school, who holds formal qualifications in cooking/catering or who has substantial relevant experience within the catering or related industries to such an extent as would justify Grade 2 status. A person without qualification would normally require a minimum of five years' experience to justify such status. This person could be required to supervise other staff and assist with the ordering of catering supplies.

First Cook (Grade 1): Shall mean a person appointed as First Cook or Cook Working Alone who does not have the qualifications or equivalent experience required for classification of First Cook (Grade 2).

Tradesperson Cook: Shall mean a First Cook, Grade 2 who has completed an apprenticeship in cooking, baking or pastry cooking.

40.—UNIFORMS

Where an employee is required by the employer to wear special clothing, such clothing shall be provided and laundered by the employer at his/her expense. Provided that alternative arrangements in respect of the supply and laundering of clothing may be made by agreement between an employer and the Union.

41.—PROTECTIVE CLOTHING

(1) Where employees are required to work in water they shall be supplied with rubber boots.

(2) Employees required to clean toilets, use acids, wash dishes, handle detergents, acids, soaps or injurious substances shall be provided with rubber gloves.

(3) Where the conditions of work are such that employees are unable to avoid their clothing becoming wet or dirty, they shall be supplied with suitable protective clothing free of charge by the employer.

(4) Where suitable protective clothing is supplied by the employer to an employee such clothing and footwear shall remain the property of the employer.

PART V

ADMINISTRATIVE AND TECHNICAL OFFICERS

42.—HOURS

(1) The ordinary hours of duty for a full-time employee shall be 37.5 hours per week Monday to Friday inclusive and the hours of duty per day shall be fixed by agreement between the employee and the employer. A full-time employee works a minimum of 40 weeks per year.

(2) In the absence of any agreement reached in accordance with subclause (1) of this clause, the following hours of duty shall apply—

The ordinary hours of duty shall not exceed 37.5 hours per week and shall be worked on Monday to Friday, between the hours of 8.00am and 5.00pm.

(3) The employee shall be allowed a meal break of not less than thirty minutes, nor more than one hour, to be taken between the hours of twelve noon and 2.00pm.

(4) All time worked at the direction of the employer before the usual starting time or after the usual finishing time, or beyond 7.5 hours in any one day, or outside the spread of hours as prescribed under subclause (1) or (2) of this clause, shall be deemed overtime and shall, at the discretion of the employee, be paid for at the employee's ordinary rate of pay or be given paid time off in lieu equivalent to the time worked. The time in lieu taken in accordance with this subclause shall be at such time as is agreed between the employee and the employer.

(5) During the school vacation periods or any part thereof during which an employee cannot be usefully employed, the employer shall be relieved of the obligation to provide work and the employee shall not be entitled to the payment of salary in respect of any such period during which no work is performed other than any period during which the employee is on annual leave or a public holiday where the public holiday falls on a day on which the employee would normally be employed to work. Provided that the maximum period covered by this subclause shall be eight weeks in any one year.

43.—ANNUAL LEAVE

(1) An employee who has completed 12 months' continuous service or who has been employed for a minimum of 40 weeks in a calendar year shall be entitled to a minimum of 4 weeks' paid annual leave.

(2) All time for which the school is closed due to vacation leave shall count for the purpose of determining an employee's right to payment under this clause.

(3) Leave may be taken at a time agreed to between the employer and the employee.

(4) If after four weeks' continuous service in any qualifying period an employee lawfully leaves his/her employment or his/her employment is terminated by the employer through no fault of the employee, the employee shall be paid salary in

lieu of annual leave proportionate to their length of service calculated to the nearest completed week of service.

(5) If an employee's commencement is after 1 January, then, by agreement between the employer and the employee, the employee may be granted pro-rata annual leave to the end of the calendar year. Subsequent years of employment can commence on 1 January.

(6) If any award holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there shall be added to that period one day, being an ordinary working day, for each such holiday observed as aforesaid.

44.—SALARIES

(1) (a) The minimum annual salary, according to classification and experience, payable to an employee after the 22nd day of May 1997 shall be—

Salary Level	Total Salary $ Per Annum	7.2%
LEVEL 1	19,751	21,173.07
	20,001	21,441.07
	20,251	21,709.07
	20,501	21,977.07
	20,751	22,245.07
	21,001	22,513.07
LEVEL 2	21,751	23,317.07
	22,251	23,853.07
	22,751	24,389.07
	23,251	24,925.07
	23,751	25,461.07
	24,251	25,997.07
LEVEL 3	25,251	27,069.07
	25,851	27,712.27
	26,451	28,355.47
	27,051	28,998.67
	27,651	29,641.87
	28,251	30,285.07
LEVEL 4	26,751	28,677.07
	27,751	29,749.07
	28,751	30,821.07
	29,751	31,893.07
	30,751	32,965.07
	31,751	34,037.07

(b) On appointment an employee shall be placed at the appropriate salary level according to full-time experience and the classifications as prescribed in Clause 45.—Classifications of this Agreement.

(c) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the employee into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being an employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

(d) An employee appointed to a salary rate shall proceed by annual increments to the maximum of that classification level.

(e) If during progression through the salary steps, and within an appropriate time frame prior to the employee's next annual increment, the employer considers such increment to be inappropriate due to work performance and as such does not recommend or authorise further progression, then the employer shall state the reasons in writing to the employee concerned.

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

(ii) If the improvement required is achieved, then the employee shall then proceed to his/her appropriate salary level.

(f) An employee shall only progress from one level to another in accordance with the provisions as prescribed in Clause 45.—Classifications of this Agreement.

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

(h) For the purposes of determing weekly or fortnightly salary, the annual salaries as prescribed in subclause (1) of this clause, shall be divided by 52.16 or 26.08 respectively.

(i) Where the conditions of employment of any employee are subject to the provisions of subclause (5) of Clause 42.—Hours of this Agreement, salary shall be averaged over the period of a full year.

(2) Junior Classification

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

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

45.—CLASSIFICATIONS

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

(1) Level 1.

(a) An employee at this level requires no prior experience or formal qualifications in the performance of the job and works under direct supervision.

(b) Examples of positions which may appropriately be classified as Level 1—

General clerical assistant, switchboard operator, word processing operator, data entry operator, laboratory attendant, school secretary and any assistant employed within the terms of Clause 4.—Scope of the *Independent Schools Administrative and Technical Officers Award 1993*.

(2) Level 2.

(a) An employee at this level performs duties under general supervision, may have acquired some relevant qualifications and is competent in the performance of tasks associated within Level 1 positions.

(b) Examples of positions which may appropriately be classified as Level 2, in addition to those prescribed for Level 1, are as follows—

Library assistant, laboratory assistant, accounts clerk, word processing operator, data process operator, secretarial duties, receptionist/switchboard operator and school secretary.

(3) Level 3.

(a) An employee at this level works as a competent skilled autonomous employee and has knowledge, skills and demonstrated capacity to undertake complex tasks. The employee is likely to have TAFE/TERTIARY or equivalent qualifications.

(b) Examples of positions which may appropriately be classified as Level 3—

Technician employed in the audio visual, computer, media, library or laboratory departments and/or any other technician employed in the school, secretary, bookkeeper, computer system supervisor, senior clerk or senior computer operator, accounts, records and school secretary.

(4) Level 4.

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

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

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

Assistant bursar and/or registrar, senior finance employee, senior laboratory

technician, school and/or principal's secretary in a secondary school and office manager with supervisory duties.

PART VI

(BOARDING HOUSE) SUPERVISORS

46.—HOURS

(1) Subject to this Agreement, the working days and hours of duty shall be determined by written agreement between the employer, the employee and the Union.

(2) In the event of no agreement being reached in regard to hours of duty then the matter may be referred to the Western Australian Industrial Relations Commission for determination.

47.—ROSTERS

(1) The hours of duty for each employee shall be set out in a roster which shall contain the following details—

(a) the name of the employee/s;

(b) the starting and finishing times of each employee's shift, including any breaks which may be required during such shift;

(c) the day/s on which each employee is off duty.

(2) Such rosters shall be drawn up and posted one week in advance and may only be altered by agreement between the employer and the employee concerned.

(3) Where agreement cannot be reached, pursuant to subclause (2) of this clause, the employer may change the roster provided that not less than twelve hours' notice of such change is given to any employee so affected.

48.—VACATION LEAVE

(1) Except as hereinafter provided, an employee shall be allowed the holidays granted by the school in which they are employed, including term and Christmas vacations, without deductions of pay. An employee may be required for duty prior to the beginning of each term and following the end of each term for the purposes of preparing for the opening and/or closure of the boarding house.

(2) If after four weeks' continuous service in any calendar year an employee lawfully terminates employment or such employment is terminated by the employer through no fault of the employee, the employee shall be paid salary in lieu of vacation leave proportionate to the length of service. Provided that an employee who was actually engaged for all school terms in that calendar year shall be entitled to be paid for the whole of the vacation period of that year.

(3) Where an employee has been paid for leave which at the time of termination has not been fully accrued, the employer may deduct from any monies owed, that portion to which the employee is not entitled. Where the employment of an employee is terminated by the employer prior to the attainment of the accrued vacation leave, then the provisions of this subclause shall not apply.

(4) At any time in respect of which an employee is absent from work except time for which the employee is entitled to claim sick leave or leave provided for in the terms of this Agreement, shall not count for the purpose of determining the rights to vacation leave.

49.—SALARIES

(1) The minimum annual salary payable to employees after the 22nd day of May 1997 shall be as follows—

(a) Supervisor—

Salary Level	Total Salary $ Per Annum	7.2%
1st year of experience	19,957	21,393.90
2nd year of experience	20,726	22,218.27
3rd year of experience	21,751	23,317.07
4th year of experience	22,776	24,415.87
5th year of experience	23,801	25,514.67
6th year of experience	24,826	26,613.47

(b) Senior Supervisor—

1st year of experience	26,364	28,262.20
Thereafter	27,901	29,909.87

(c) Houseparent—

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

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

(3) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the employee into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being an employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

50.—CLASSIFICATIONS

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

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

(3) "Relief Supervisor"—shall mean an employee employed as per the boarding house roster for a period no exceeding four weeks.

(4) "Senior Supervisor"—shall mean any employee who is responsible for the overall supervision of the boarding house.

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

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

51.—LODGING CONDITIONS

(1) Lodging facilities are to be provided free of charge for any employee required to sleep over in a boarding house.

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

52.—GENERAL CONDITIONS

The employer shall make provision for the following—

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

(2) Access by employees to telephone facilities for emergency use.

PART VII

NURSES

53.—TIME OFF DUTY

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

54.—VACATION LEAVE

(1) Except as hereinafter provided, an employee shall be allowed the leave granted by the school in which he/she is employed without deduction of pay: Provided that such leave shall be not less than six weeks during Christmas vacation nor ten days during each of the term vacations.

(2) If after one month's continuous service in any qualifying twelve monthly period an employee terminates his/her employment or his/her employment is terminated by the employer through no fault of the employee, the employee shall be paid for such proportion of vacation leave as the number of

completed months of his/her service in that qualifying period bears to the full qualifying period of twelve months.

(3) Any time in respect of which an employee is absent from work except time for which he/she is entitled to claim sick leave or time spent on school holidays or vacation leave as prescribed by this clause shall not count for the purpose of determing his/her rights to paid leave.

(4) An employee who is justifiably dismissed for misconduct shall not be entitled to the benefits of the provisions of this clause.

(5) No employee shall, during any period when he/she is on leave engage in any employment for hire or reward in substitution for the employment from which he/she is on leave, and if an employee breaches this provision he/she shall thereupon forfeit his/her right of leave upon which he/she has entered, and the employer shall be entitled to withhold any further payment in respect of the period and to reclaim payments already made on account of such period of leave.

(6) This clause shall not apply to casual employees.

55.—WAGES

(1) The minimum rate of wages payable to employees covered by this Agreement after the 22nd day of May 1997 shall be as follows—

	HOURLY RATE		TOTAL RATE		ANNUAL RATE
		7.2%	$ Per Week	7.2%	$
1st Year	12.83	13.75	487.60	522.70	27,264.03
2nd Year	13.45	14.41	511.10	547.89	28,577.94
3rd Year	14.07	15.08	534.70	573.19	29,897.59
4th Year	14.69	15.74	558.30	598.49	31,217.23
5th Year	15.31	16.41	581.90	623.79	32,536.88
6th Year	15.93	17.07	605.50	649.09	33,856.53
7th Year	16.55	17.74	629.00	674.28	35,170.44
8th Year	17.17	18.40	652.60	699.58	36,490.09

(2) Progression through the abovementioned scale shall be by annual increments.

(3) Where an employee is appointed to the position of Nurse, previous relevant nursing experience in an independent school or at a similar level, shall be taken into account in determining the appropriate incremental level. Experience shall include time spent in relevant post basic courses.

(4) Nurse shall mean one who is registered or entitled to be registered as a general trained nurse in Western Australia under the *Nurses Act, 1968—1980.*

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

(6) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the nurse into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being an employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

56.—LAUNDRY AND UNIFORMS

(1) Where an employee is required by the employer to wear a special uniform, sufficient uniforms shall be provided at the employer's expense. In lieu of providing uniforms, the employer shall pay an allowance of $4.70 per week to the employee.

(2) Uniforms shall be a laundered free of cost to employees. Where the uniforms of an employee cannot be laundered by the school an allowance of $1.50 per week shall be paid to the employee.

(3) For the purpose of this paragraph a uniform shall be deemed to be "required" unless the employer advises the employee that the wearing of uniforms is not a condition of employment.

57.—BOARD AND LODGING

(1) The charge for full board and lodging provided to an employee by the employer shall be $9.00 per night.

(2) Where the employer provides meals only to an employee the following charges shall apply—

	$
Lunch and dinner	3.50
Breakfast	2.00

(3) An accredited representative of The Australian Nursing Federation, Industrial Union of Workers, Perth, shall be entitled to inspect such food and accommodation at reasonable times.

(4) An employee shall not be charged for board and lodging when absent from the school for more than one day on annual leave, sick leave, long service or leave without pay.

(5) By agreement with the employee the amounts prescribed in subclauses (1) and (2) of this clause may be deducted from the salary of the employee.

(6) Future increases in board and lodging charges shall be adjusted in accordance with increases awarded under the current principles of wage fixation.

APPENDIX A

PARTIES BOUND

Employer Party

Sisters of The Good Shepherd
19 Bronte Street
East Perth WA 6004

Union Parties

Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch
61 Thomas Street
Subiaco WA 6008

The Australian Nursing Federation, Industrial Union of Workers Perth
Level 2
322 Hay Street
Subiaco WA 6008

The Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers
143 Edward Street
East Perth WA 6004

APPENDIX B

AWARDS

Independent Schools Administrative and Technical Officers Award 1993, No. A 15 of 1991

Independent Schools (Boarding House) Supervisory Staff Award, No. A 9 of 1990

Nurses' (Independent Schools) Award, No. 21B of 1962

School Employees (Independent Day & Boarding Schools) Award, 1980, No. R7 of 1979

Teachers' Aides' (Independent Schools) Award 1988, No. A27 of 1987

ENDORSEMENTS

Signed for and on behalf of—

The Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers	T. Howe
The Australian Nursing Federation, Industrial Union of Workers, Perth	H.G. Atrill
Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch	H. Creed
Sisters of The Good Shepherd Inc	Sr Joan Paul

THE SISTERS OF MERCY WEST PERTH CONGREGATION NON-TEACHING STAFF ENTERPRISE BARGAINING AGREEMENT 1997.

No. AG 304 of 1997.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Sisters of Mercy West Perth Congregation

and

The Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch and Others.

No. AG 304 of 1997.

The Sisters of Mercy West Perth Congregation Non-Teaching Staff Enterprise Bargaining Agreement 1997.

17 December 1997.

Order.

HAVING heard Ms A.M. Britto on behalf of the applicant and Ms D. MacTiernan on behalf of the Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch, Mr A. Dzieciol on behalf of the Australian Nursing Federation, Industrial Union of Workers, Perth and Ms T.I. Howe on behalf of the Independent Schools Salaried Officers Association of Western Australia, Industrial Union of Workers, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1997, hereby orders—

THAT The Sisters of Mercy West Perth Congregation Non-Teaching Staff Enterprise Bargaining Agreement 1997 filed in the Commission on the 31st day of October 1997 and as subsequently amended by the parties be registered on and from the 5th day of December 1997.

(Sgd.) A. R. BEECH,
[L.S.] Commissioner.

Schedule.

PART I

PARAMETERS

1.—TITLE

This Agreement shall be known as "The Sisters of Mercy West Perth Congregation Non-Teaching Staff Enterprise Bargaining Agreement 1997".

2.—ARRANGEMENT

Part I Parameters
1. Title
2. Arrangement
3. Term
4. Parties To The Agreement
5. Scope
6. Definitions
7. Objectives
8. No Reduction
9. No Extra Claims

Part II General Conditions of Service
10. Contract of Service
11. Other Leave
12. Leave Without Pay
13. Sick Leave
14. Family Leave
15. Parental Leave
16. Long Service Leave
17. Annual Leave Loading
18. Public Holidays
19. Casual Employees
20. Part-Time Employees
21. Higher Duties
22. Rest Pauses and Meal Breaks
23. Travelling and Motor Vehicle Allowances
24. Location Allowances
25. Superannuation
26. Payment of Wages
27. Time And Wages Record
28. Right of Access, Notices and Interviews
29. Dispute Settling Procedures

Part III Teacher's Aides' / Teaching Assistants
30. Hours
31. Wages
32. Classifications
33. Vacation Leave

Part IV School Employees
34. Hours
35. Rosters
36. Overtime
37. Weekend Work
38. Wages
39. Classifications
40. Uniforms
41. Protective Clothing

Part V Administrative and Technical Officers
42. Hours
43. Annual Leave
44. Salaries
45. Classifications

Part VI (Boarding House) Supervisors
46. Hours
47. Rosters
48. Vacation Leave
49. Salaries
50. Classifications
51. Lodging Conditions
52. General Conditions

Part VII Nurses
53. Time Off Duty
54. Vacation Leave
55. Wages
56. Laundry and Uniforms
57. Board and Lodging

Appendix A—Parties Bound
Appendix B—Awards
Endorsements

3.—TERM

(1) This Agreement shall—

(a) come into effect on the 5th day of December 1997.

(b) expire on the 31st day of December 1998.

(2) The parties have agreed to review the rates of pay by the 1st day of January 1998.

4.—PARTIES TO THE AGREEMENT

This Agreement is made between the employer set out in Appendix A—Parties Bound and the registered organisations of employees listed in Appendix A—Parties Bound.

5.—SCOPE

(1) This Agreement shall apply to those employees as defined in Clause 6.—Definitions of this Agreement employed by the employer as prescribed in Appendix A—Parties Bound.

(2) Where there is any inconsistency between this Agreement and the relevant award, this Agreement will apply to the extent of the inconsistency.

(3) Except as provided by this Agreement, the conditions of employment of non-teaching staff employed in Catholic Schools in Western Australia will be in accordance with the following awards—

Independent Schools Administrative and Technical Officers Award 1993;

School Employees (Independent Day & Boarding Schools) Award, 1980;

Teachers' Aides' (Independent Schools) Award 1988;

Independent Schools (Boarding House) Supervisory Staff Award

Nurses' (Independent Schools) Award.

(4) The number of employees covered by this Agreement is 41.

6.—DEFINITIONS

This Enterprise Bargaining Agreement covers the following classifications—

Teacher's Aides' / Teaching Assistants as defined in Part III, Clause 32.—Classifications of this Agreement;

School Employees as defined in Part IV, Clause 39.—Classifications of this Agreement;

Administrative and Technical Officers as defined in Part V, Clause 45.—Classifications of this Agreement;

(Boarding House) Supervisors as defined in Part VI, Clause 50.—Classifications of this Agreement;

Nurses as defined in Part VII, Clause 55.—Wages of this Agreement.

7.—OBJECTIVES

(1) The objectives of this Agreement are—

(a) To consolidate and develop further, initiatives arising out of the enterprise bargaining process.

(b) To maintain a just working environment in which education can be provided in harmony with the aims, objectives and philosophy of Catholic Education.

(c) To provide some consistency regarding general conditions of employment that exist for the different categories of non-teaching staff employed within Catholic schools.

(2) In pursuit of these objectives the parties are committed to further negotiations to simplify classification structures and examining the possibility of a generic classification structure.

8.—NO REDUCTION

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

9.—NO EXTRA CLAIMS

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

PART II

GENERAL CONDITIONS OF SERVICE

10.—CONTRACT OF SERVICE

(1) (a) Each employee shall, upon engagement, be given a letter of appointment wherein the general conditions of employment are stated.

(b) This shall include statements of—

(i) the classification;

(ii) the salary step relevant to the appointment;

(iii) the number of hours per week;

(iv) the weeks per year the employee is engaged for;

(v) whether the position is temporary; and/or

(vi) any other matter specific to the contract.

(2) The letter of appointment shall not contain any provision which is inconsistent with or contrary to any provision of this Agreement and/or the Award.

(3) (a) Except in the case of a casual/relief employee, the termination of service of any employee shall require a minimum of 2 weeks' notice by either party.

(b) Provided that the requirements of this subclause may be waived in part or in whole by mutual agreement between the employee and employer. Any request to waive such notice shall not be unreasonably withheld by the employer, where it is deemed that the employee has not been able to give the required notice through no fault of their own.

(c) Subject to the provisions of this subclause, failure to give the required notice shall make either party liable for the payment to the other party of an amount equivalent to the period of notice not given.

(d) The employer reserves the right to withhold or recover an amount equivalent to the period of notice not given. However, approval must be obtained from the Director of Catholic Education before such action is proceeded with.

(4) A temporary employee shall be employed in a part-time or full-time capacity for a period greater than four weeks' continuous service, and not more than a period of 12 months' continuous service.

(5) Where the period of employment of a casual employee exceeds five days the notice of termination of service shall be one day. Where the employment is for five days or less the engagement shall be considered to be a specific period and notice shall not be required.

(6) A part-time employee shall have an entitlement to sick leave, long service leave and annual leave on a pro-rata basis in the proportion of which his/her hours and/or weeks worked bear to the hours and/or weeks worked of a full-time employee.

(7) Upon termination a statement of service and a separate reference when requested by the employee shall be provided to the employee by the employer.

(8) Nothing within this clause detracts from the employer's right to dismiss summarily any employee for serious misconduct, in which case salary and entitlements shall be paid up to the time of dismissal only.

(9) The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Agreement, provided that such duties are not designed to promote de-skilling.

11.—OTHER LEAVE

(1) Bereavement Leave

(a) An employee shall, on the death of a member of the immediate family, be entitled to paid leave up to and including the day of the funeral of such relation, for a period of up to two days not exceeding the number of hours which would have been worked by the employee in that time. Proof of such death shall be furnished by the employee to the satisfaction of the employer.

(b) Provided that payment in respect of bereavement leave is to be made only where the employee otherwise would have been on duty and shall not be granted in any case where the employee concerned would have been off duty in accordance with the roster, or on long service leave, vacation leave, or on sick leave, or on workers' compensation, or on authorised leave without pay or on a public holiday.

(2) Examination Leave

An employee shall be granted sufficient time off with pay to travel to and sit for the examinations of any approved course of study.

12.—LEAVE WITHOUT PAY

(1) While an employee has the right to apply for leave without pay the granting of such leave is at the discretion of the employer.

(2) An employee applying for leave under this clause must state the period of such leave and the reason for which the leave is being sought.

(3) Leave without pay does not constitute a break in service but shall not count in calculating the period of service for any purpose of this Agreement unless where otherwise provided for in this Agreement.

(4) If an employee is granted leave without pay the question of the employee's specific duties on return to work should be considered before the granting of such leave and any arrangements made documented. If no prior arrangement is made, an employee, upon return to service shall be entitled to a position commensurate with the position held immediately prior to the commencement of such leave.

(5) The maximum period for which leave is granted under this clause shall be one year.

13.—SICK LEAVE

(1) (a) An employee shall be entitled to payment for non attendance on the ground of personal ill health or injury at the rate of ten (10) days per year, from the beginning of each year. For those employees who commence work at anytime throughout the year a pro-rata entitlement will apply.

(b) The unused portion of the entitlement prescribed in paragraph (a) of this subclause in any accruing year shall accumulate and may be availed of in the next or any succeeding year.

(c) Where an employee's employment is terminated prior to the end of the school year, the calculation for pro-rata entitlement of sick leave will be based on one sixth of a week for each completed month of service with the employer. Where an employee has utilised sick leave in excess of this entitlement the employer may deduct the excess portion from the final payment of wages to the employee.

(d) Where an employee's employment is terminated by the employer through no fault of the employee the provisions of paragraph (c) of this subclause shall not apply.

(e) An employee shall upon request to their employer be advised of their unused portion of sick leave. Where an employee has utilised sick leave in excess of their entitlement, they shall be advised of the provisions of paragraph (c) of this subclause.

(2) This clause shall not apply where the employee is entitled to compensation under the *Workers' Compensation and Rehabilitation Act 1981*.

(3) (a) Sick leave shall be granted provided the application is supported by a certificate from a legally qualified and registered medical practitioner stating the period during which the employee is unfit for duty.

(b) The employer shall not be entitled to a medical certificate for absences of less than three consecutive working days unless the total of such absences exceeds five days in any one accruing year.

(4) No payment shall be made for any absence due to the employee's wilful misconduct.

14.—FAMILY LEAVE

(1) Use of sick leave

(a) An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill. Such leave shall not exceed five (5) days in any calendar year and is not cumulative.

(b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

(c) The entitlement to use sick leave is subject to—

(i) the employee being responsible for the care of the person concerned; and

(ii) the person concerned being either—

(aa) a member of the employee's immediate family; or

(bb) a member of the employee's household.

(iii) the term "immediate family" includes—

(aa) a spouse (including a former spouse), of the employee; and

(bb) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

(iv) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(2) Use of unpaid leave

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill.

15.—PARENTAL LEAVE

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

(1) Maternity Leave

(a) Nature of leave

Maternity leave is unpaid leave.

(b) Definitions

For the purposes of this clause—

(i) Employee includes a part-time employee but does not include an employee engaged upon casual or seasonal work.

(ii) Paternity leave means leave of the type provided for in subclause (2) of this clause whether prescribed in an award or otherwise.

(iii) Child means a child of the employee under the age of one year.

(iv) Spouse includes a former spouse.

(v) Continuous service means service under an unbroken contract(s) of employment and includes—

(aa) any period of leave taken in accordance with this clause;

(bb) any period of leave or absence authorised by the employer or by the award.

(c) Eligibility for maternity leave

(i) An employee who becomes pregnant, upon production to her employer of the certificate required by subclauses (1)(d) and (1)(i) of this clause, shall be entitled to a period of up to fifty two (52) weeks' maternity leave provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of paternity leave taken by the employee's spouse in relation to the same child and apart from paternity leave of up to one week at the time of confinement shall not be taken concurrently with paternity leave.

(ii) Subject to subclauses (1)(d) and (1)(i) of this clause the period of maternity leave shall be unbroken and shall, immediately following confinement, include a period of six weeks' compulsory leave.

(iii) The employee must have had at least twelve (12) months' continuous service within Catholic Education immediately preceding the date upon such leave.

(d) Certification

At the time specified in subclause (1)(c) of this clause the employee must produce to her employer—

(i) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;

(ii) an agreement shall exist where for the period of maternity leave she will not engage in any act inconsistent with her contract of employment.

(e) Notice requirements

(i) An employee shall, not less than ten (10) weeks prior to the presumed date of confinement, produce to her employer the certificate referred to in subclause (1)(d)(i) of this clause.

(ii) An employee shall give not less than four (4) weeks' notice in writing to her employer of the date upon which she proposes to commence maternity leave stating the period of leave to be taken.

(iii) An employer by not less than fourteen (14) days' notice in writing to the employee may require her to commence maternity leave at any time within the six (6) weeks immediately prior to her presumed date of confinement. The employee may work within this period provided they produce a certificate from a registered medical practitioner stating that they are fit to do so.

(iv) An employee shall not be in breach of this clause as a consequence of failure to give the

stipulated period of notice in accordance with subclause (1)(e)(ii) of this clause if such failure is occasioned by the confinement occurring earlier than the presumed date.

(f) Transfer to a safe job

(i) Where in the opinion of a duly registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

(ii) If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to, take leave for such period as is certified necessary by a registered medical practitioner. Such leave shall be treated as maternity leave for the purposes of subclauses (1)(j), (1)(k), (1)(l) and (1)(m) of this clause.

(g) Variation of Period of Maternity Leave

(i) The period of maternity leave may be lengthened once only by the employee giving not less than fourteen (14) days' notice in writing stating the period by which the leave is to be lengthened.

(ii) The period may be further lengthened by agreement between the employer and the employee, in accordance with the provisions outlined in Clause 12.—Leave Without Pay of this Agreement.

(iii) The period of maternity leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(h) Cancellation of Maternity Leave

(i) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.

(ii) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the employer which shall not exceed four weeks from the date of notice in writing by the employee to the employer that she desires to resume work.

(i) Special Maternity Leave and Sick Leave

(i) Where the pregnancy of a employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then—

(aa) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work; or

(bb) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a registered medical practitioner certifies as necessary before her return to work.

(ii) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work,provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed the period to which the employee is entitled under subclause (1)(c) of this clause.

(iii) For the purposes of subclauses (l)(j), (l)(k) and (l) (l) of this clause, maternity leave shall include special maternity leave.

(iv) An employee returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave, or in the case of an employee who was transferred to a safe job pursuant to subclause (l)(f) of this clause, to the position she held immediately before such transfer.

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

(j) Maternity Leave and Other Leave Entitlements

(i) Provided the aggregate of any leave, including leave taken under this clause, does not exceed the period to which the employee is entitled under subclause (1)(c) of this clause an employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part to which she is entitled.

(ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during her absence on maternity leave.

(k) Effect of Maternity Leave on Employment

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

(l) Termination of Employment

(i) An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this Agreement.

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

(m) Return to Work After Maternity Leave

(i) An employee shall confirm her intention of returning to her work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.

(ii) An employee, upon returning to work after maternity leave or the expiration of the notice required by subclause (l)(m)(i) of this clause, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (l)(f) of this clause to the position which she held immediately before such transfer.

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

(n) Replacement Employees

(i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.

(ii) Before an employer engages a replacement employee, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

(iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

(iv) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

(2) Paternity Leave

(a) Nature of Leave

Paternity leave is unpaid leave.

(b) Definitions

For the purposes of this clause—

(i) Employee includes a part-time employee but does not include an employee engaged upon casual or seasonal work.

(ii) Paternity leave means leave of the type provided for in subclause (1) of Clause 15.—Parental Leave of this Agreement (and includes special paternity leave) whether prescribed in an award or otherwise.

(iii) Child means a child of the employee or the employee's spouse under the age of one year.

(iv) Spouse includes a former spouse.

(v) Primary care-giver means a person who assumes the principal role of providing care and attention to a child.

(vi) Continuous service means service under an unbroken contract(s) of employment and includes—

(aa) any period of leave taken in accordance with this clause;

(bb) any period of leave or absence authorised by the employer or by the award.

(c) Eligibility for paternity leave

A male employee, upon production to his employer of the certificate required by subclause (2)(d) of this clause shall be entitled to one or two periods of paternity leave, the total of which shall not exceed 52 weeks, in the following circumstances—

(i) an unbroken period of up to one week at the time of confinement of his spouse;

(ii) a further unbroken period of up to 51 weeks in order to be the primary care-giver of a child provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of maternity leave taken by the employee's spouse in relation to the same child and shall not be taken concurrently with that maternity leave;

(iii) The employee must have had at least 12 months' continuous service within Catholic Education immediately preceding the date which he proceeds upon either period of leave.

(d) Certification

At the time specified in subclause (2)(c) of this clause the employee must produce to his employer—

(i) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement or states the date on which the birth took place;

(ii) in relation to any period to be taken under subclause (2)(c)(ii) of this clause an agreement shall exist stating—

(aa) he will take that period of paternity leave to become the primary care-giver of a child;

(bb) particulars of any period of maternity leave sought or taken by his spouse; and

(cc) that for the period of paternity leave he will not engage in any act inconsistent with his contract of employment.

(e) Notice requirements

(i) An employee shall, not less than ten (10) weeks prior to each proposed period of leave, give the employer notice in writing stating the dates on which he proposed to start and finish the period or periods of leave.

(ii) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with subclause (2)(e)(i) of this clause if such failure is due to—

(aa) the birth occurring earlier than the expected date; or

(bb) the death of the mother of the child; or

(cc) other compelling circumstances.

(iii) The employee shall immediately notify his employer of any change in the information provided pursuant to subclause (2)(d) of this clause.

(f) Variation of Period of Paternity Leave

(i) The period of paternity leave may be lengthened once only by the employee giving not less than fourteen (14) days' notice in writing stating the period by which the leave is to be lengthened;

(ii) The period may be further lengthened by agreement between the employer and the employee, in accordance with the provisions outlined in Clause 12.—Leave Without Pay of this Agreement.

(iii) The period of paternity leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(g) Cancellation of Paternity Leave

Paternity leave, applied for under subclause (2)(c)(ii)(aa) of this clause but not commenced, shall be cancelled when the pregnancy of the employee's spouse terminates other than by the birth of a living child.

(h) Paternity Leave and Other Leave Entitlements

(i) Provided the aggregate of any leave, including leave taken under this clause, does not exceed the period to which the employee is entitled under subclause (2)(c) of this clause an employee may, in lieu of or in conjunction with paternity leave, take any annual leave or long service leave or any part to which he is entitled.

(ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during his absence on paternity leave.

(i) Effect of Paternity Leave on Employment

Subject to this clause, notwithstanding any award, or other provision to the contrary, absence on paternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

(j) Termination of Employment

(i) An employee on paternity leave may terminate his employment at any time during the period of leave by notice given in accordance with this Agreement.

(ii) An employer shall not terminate the employment of an employee on the ground of his absence on paternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(k) Return to Work after Paternity Leave

(i) An employee shall confirm his intention of returning to his work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of paternity leave provided by subclause (2)(c)(ii) of this clause.

(ii) An employee, upon returning to work after paternity leave or the expiration of the notice required by subclause (2)(c)(i) of this clause, shall be entitled to the position which he held immediately before proceeding on paternity leave.

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

(l) Replacement Employees

(i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on paternity leave.

(ii) Before an employer engages a replacement employee, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

(iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising his rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

(iv) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

(3) Adoption Leave

(a) Nature of Leave

Adoption leave is unpaid leave.

(b) Definitions

For the purposes of this clause—

(i) Employee includes a part-time employee but does not include any employee engaged upon casual or seasonal work.

(ii) Child means a person under the age of five years who is placed with the employee for the purpose of adoption, other than a child or stepchild of the employee or of the spouse of the employee of a child who has previously lived continuously with the employee for a period of six months.

(iii) Relative Adoption occurs where a child, as defined, is adopted by a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

(iv) Primary care-giver means a person who assumes the principal role of providing care and attention to a child.

(v) Spouse includes a former spouse.

(vi) Continuous service means service under an unbroken contract(s) of employment and includes—

(aa) any period of leave taken in accordance with this clause;

(bb) any period of leave or absence authorised by the employer or by the award.

(c) Eligibility for adoption leave—

An employee, upon production to the employer of the documentation required by subclause (3)(d) of this clause, shall be entitled to one or two periods of adoption leave, the total of which shall not exceed 52 weeks, in the following circumstances—

(i) an unbroken period of up to three weeks at the time of placement of the child;

(ii) a further unbroken period of up to 52 weeks from the time of the placement in order to be the primary care-giver of a child. This leave shall not extend beyond one year after the placement of the child and shall not be taken concurrently with adoption leave taken by the employee's spouse in relation to the same child. The entitlement of up to 52 weeks shall be reduced by—

(aa) any period of leave taken pursuant to subclause (3)(c)(i) of this clause; and

(bb) the aggregate of any periods of adoption leave taken or to be taken by the employee's spouse.

(ii) the employee must have had at least 12 months' continuous service within Catholic Education immediately preceding the date which he or she proceeds on such leave in either case.

(d) Certification

(i) Before taking adoption leave the employee must produce to the employer—

(aa) A statement from the adoption agency or other appropriate body of the presumed date of placement of the child with the employee for the adoption purposes; or

(bb) A statement from the appropriate government authority confirming that the employee is to have custody of the child pending an application for an adoption order.

(ii) In relation to any period to be taken under subclause (3)(c)(ii) of this clause, an agreement shall exist stating—

(aa) the employee is seeking adoption leave to become the primary care-giver of the child;

(bb) particulars of any period of adoption leave sought or taken by the employee's spouse; and

(cc) that for the period of adoption leave the employee will not engage in any act inconsistent with his/her contract of employment.

(e) Notice requirements

(i) Upon receiving notice of approval for adoption purposes, an employee shall notify the employer of such approval and within 2 months of such approval shall further notify the employer of the period or periods of adoption leave the employee proposes to take. In the case of relative adoption the employee shall notify as aforesaid upon deciding to take the child into custody pending an application for adoption.

(ii) An employee shall not be entitled to adoption leave unless the employee has not less than 12 months continuous service with the employer immediately preceding the date upon which he/she proceeds upon such leave.

(iii) An employee shall, as soon as the employee is aware of the presumed date of placement of a child for adoption purposes but no later than 14 days before such placement give notice in writing to the employer of such date, and of the date of the commencement of any period to be taken under subclause (3)(c)(i) of this clause.

(iv) An employee shall, ten weeks before the proposed date of commencing any leave to be taken under subclause (3)(c)(ii) of this clause give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.

(v) An employee shall not be in breach of this clause, as a consequence of failure to give the stipulated period of notice in accordance with subclauses (3)(e)(iii) and (3)(e)(iv) of this clause if such failure is occasioned by the requirement of an adoption agency to accept earlier or later placement of a child, the death of the spouse or other compelling circumstances.

(f) Variation of Period of Adoption Leave

(i) the period of adoption leave may be lengthened once only by the employee giving not less than fourteen (14) days' notice in writing stating the period by which the leave is to be lengthened;

(ii) the period may be further lengthened by agreement between the employer and the employee, in accordance with the provisions outlined in Clause 12.—Leave Without Pay of this Agreement;

(iii) the period of adoption leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(g) Cancellation of Adoption Leave

(i) Adoption leave, applied for but not commenced, shall be cancelled should the placement of the child not proceed.

(ii) Where the placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue, the employee shall notify the employer forthwith and the employer shall nominate a time not exceeding four weeks from receipt of notification for the employee's resumption of work.

(h) Special Leave

The employer shall grant to any employee who is seeking to adopt a child, such unpaid leave not exceeding two days, as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee the employer may require the employee to take such leave in lieu of special leave.

(i) Adoption Leave and Other Leave Entitlements

(i) Provided the aggregate of any leave, including leave taken under this clause, does not exceed the period to which the employee is entitled under subclause (3)(c) of this clause, an employee may, in lieu of or in conjunction with adoption leave, take any annual leave or long service leave or any part to which he or she is entitled.

(ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during the employee's absence on adoption leave.

(j) Effect of Adoption Leave on Employment

Subject to this clause, notwithstanding any award, or other provision to the contrary, absence on adoption leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

(k) Termination of Employment

(i) An employee on adoption leave may terminate the employment at any time during the period of leave by notice given in accordance with this Agreement.

(ii) An employer shall not terminate the employment of an employee on the ground of the employee's application to adopt a child or absence on adoption leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(l) Return to Work After Adoption Leave

(i) An employee shall confirm the intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of adoption leave provided by subclause (3)(c) of this clause.

(ii) An employee, upon returning to work after adoption leave shall be entitled to the position held immediately before proceeding on such leave.

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

(m) Replacement Employees

(i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on adoption leave.

(ii) Before an employer engages a replacement employee, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

(iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising his/her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

(iv) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

16.—LONG SERVICE LEAVE

(1) Subject to subclause (3) of this clause, an employee who has completed ten years' continuous service with the employer shall be entitled to ten weeks' long service leave. For each subsequent period of ten years' service an employee shall be entitled to an additional ten weeks' long service leave.

(2) In calculating an employee's entitlement under this clause, continuous service with the employer prior to the 1st day of January 1997 shall be taken into account in the following manner—

(a) In the case of an employee who has already accrued an entitlement to long service leave with the employer prior to the 1st day of January, 1997, the employee shall continue to accrue subsequent entitlements to long service leave in accordance with the provisions of subclause (1) of this clause.

(b) In the case of an employee who, at the 1st day of January 1997, had not accrued an entitlement to long service leave, the employee's entitlement shall be calculated on the following basis—

For any period of continuous employment prior to the 1st day of January 1997, an amount calculated on the basis of 13 weeks' long

service leave on full pay for each 15 years of continuous service, in accordance with the relevant award.

(c) In the case of an employee covered by the *Independent Schools Administrative and Technical Officers Award 1993* who, at the 1st day of January 1993, had not accrued an entitlement to long service leave, the employee's entitlement shall be calculated on the following basis—

For any period of continuous employment prior to the 1st day of January 1993, an amount calculated on the basis of 13 weeks' long service leave on full pay for each 15 years of continuous service.

(d) In the case of employees who have worked less than full-time during the accrual period, long service leave shall be paid at the rate of the average of hours worked over the accrual period.

(3) The expression "continuous service" includes any period during which the employee is absent on full pay from their duties, but does not include—

(a) Any period exceeding two weeks during which the employee is absent on leave without pay. In the case of leave without pay which exceeds eight weeks in a continuous period, the entire period of that leave is excised in full;

(b) Any service of an employee who resigns or is dismissed, other than service prior to such resignation or prior to the date of any offence in respect of which they are dismissed by the employer, when that prior service has actually entitled the employee to long service leave under this clause.

(4) Any entitlement to annual leave that falls due during the period of long service leave shall be recognised as extra leave and not included in the long service leave.

(5) Any public holiday which occurs during the period an employee is on long service leave shall be treated as part of the long service leave and extra days in lieu thereof shall not be granted.

(6) Where an employee has become entitled to a period of long service leave in accordance with this clause, the employee shall commence such leave as soon as possible after the accrual date, or in a manner mutually agreed between the employer and employee.

(7) Payment for long service leave shall be made—

(a) in full before the employee goes on leave, or

(b) by the normal fortnightly payment intervals; or

(c) by agreement between the employee and the employer.

(8) Where an employee has completed at least 7 years' service but less than 10 years' service and employment is terminated—

(a) by their death;

(b) in any circumstances, other than serious misconduct,

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

(9) In the case to which subclause (8) of this clause applies and in any case in which the employment of the employee who has become entitled to leave hereunder is terminated before such leave is taken or fully taken the employer shall, upon termination of employment otherwise than by death, pay to the employee and upon termination by death, pay to the personal representative of the employee upon request by the personal representative, a sum equivalent to the amount which would have been payable in respect of the period of leave to which they are entitled or deemed to have been entitled and which would have been taken but for termination. Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.

17.—ANNUAL LEAVE LOADING

(1) An annual leave loading shall be included in the final payment of ordinary wages made in December of each year to employees who have become entitled to annual leave in accordance with this Agreement.

(2) Subject to the annual leave or vacation leave provisions in Parts I through to VI of this Agreement, the annual leave loading shall be 17.5 per cent of four weeks' wages at the rate of pay applicable at the time of payment.

(3) If an employee commences after the beginning of first term in a calendar year then the leave loading shall be paid, proportionate to the length of service in that year, in December of that year, provided that the employee's contract of employment is continuing into the next calendar year.

18.—PUBLIC HOLIDAYS

(1) The following days, or the days observed in lieu shall, subject to subclause (3) of this clause, be allowed as holidays without deduction of pay namely: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day.

(2) (a) When any of the days mentioned in the subclause (1) of this clause falls on a Saturday or a Sunday the holidays shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or a Monday the holiday shall be observed on the next succeeding Tuesday.

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

(b) When any of the days observed as a holiday under this clause falls on a day when a school employee (see Part IV—Clause 39.—Classifications of this Agreement) is rostered off duty and is a day that the employee would normally have worked and he/she has not been required to work on that day, he/she shall be paid as if the day was an ordinary working day, or if he/she agrees, be allowed a day's leave with pay in lieu of the holiday at a time mutually acceptable to the employer and the employee.

(3) An employee who, on a day observed as a holiday under this clause is required to work during his/her ordinary hours of work shall be paid for the time worked at the rate of 2.5 times their ordinary rate or, if he/she agrees, be paid for the time worked at the rate of time and one-half and in addition be allowed to take a day's leave with pay on a day mutually acceptable to the employer and the employee.

(4) The provisions of this clause shall not apply to casual employees.

19.—CASUAL EMPLOYEES

(1) A casual employee shall be engaged on an hourly contract of service with a minium payment of—

(a) 2 hours; or

(b) 4 hours for school employees; or

(c) 1 day for an employee as defined in Clause 45.—Classifications of this Agreement.

(2) A casual employee shall be paid 20 per cent in addition to the rates prescribed for the work performed.

(3) A casual employee shall be paid for all work performed on any of the days prescribed in subclause (1) of Clause 18.—Public Holidays of this Agreement at the rate of double time and one-half.

(4) A casual employee is defined as an employee who is not employed on a regular basis and who is engaged by the employer for a period not exceeding four weeks in duration.

20.—PART-TIME EMPLOYEES

(1) Notwithstanding anything contained in this Agreement, employees may be regularly employed to work less hours per week or weeks per year than are prescribed in the applicable clauses of this Agreement, and such employees shall be remunerated at a weekly rate pro-rata to the rate prescribed for the classification of work on which they are engaged in the proportion which their hours of work bear to the Hours clause of this Agreement, for their classification and level of work.

(2) When an employee is employed under the provisions of this clause, he/she shall receive payment for annual/vacation leave, and sick leave on a pro-rata basis in the same proportion as the number of hours regularly worked each week bears to a full-time employee of the same classification.

21.—HIGHER DUTIES

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

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

22.—REST PAUSES AND MEAL BREAKS

(1) All employees shall be allowed a tea break of 10 minutes daily between the second and third hour from starting time each day. Such tea break shall be counted as time worked: provided that such employees responsible for supervising children continue such supervision during the said tea break.

(2) All employees shall be allowed a meal break of not less than 30 minutes nor more than one hour between the hours of 12.00 noon and 2.00pm. Such time shall not count as time worked.

(3) For employees classified in Part VI of this Agreement who are rostered on duty during meal times shall be entitled to a meal and shall be allowed sufficient time to have such meal.

23.—TRAVELLING AND MOTOR VEHICLE ALLOWANCES

(1) Where an employee is required and authorised to use his/her own motor vehicle in the course of his/her duties he/she shall be paid an allowance not less than that provided for in the schedules set out hereunder. Notwithstanding anything contained in this subclause the employer and the employee may make any other arrangement as to motor vehicle allowance not less favourable to the employee.

(2) Where an employee in the course of a journey travels through two or more of the separate areas, payment at the rates prescribed herein shall be made at the appropriate rate applicable to each of the separate areas traversed.

(3) A year for the purpose of this clause shall commence on the 1st day of July and end on the 30th day of June the next following year.

Rates of Hire for use of Employee's own Vehicle on Employer's Business

Schedule 1—Motor Vehicle Allowance

	Engine Displacement (in Cubic Centimetres)		
Rate per kilometre Area & Details	Over 2600cc	1600cc-2600cc	1600cc & Under
Metropolitan Area	57.3	50.4	43.9
South West Land Division	58.8	51.7	45.1
North of 23.5° South Latitude	65.1	58.0	50.4
Rest of the State	60.5	53.3	46.3

Motor vehicles with rotary engines are to be included in the 1600—2600cc category.

Schedule 2—Motor Cycle Allowances

Distance travelled during a year on Official Business	Rate Cents per Kilometre
All Areas of State	17.8

24.—LOCATION ALLOWANCES

(1) Subject to the provisions of this clause, in addition to the wages prescribed in this Agreement an employee shall be paid the following weekly allowances when employed in the towns described hereunder. Provided that where the wages are prescribed as fortnightly rates of pay, these allowances shall be shown as fortnightly allowances. These rates are subject to change from time to time in accordance with the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 1 of 1996.

Town	Married Persons allowance $ per week	Single Persons allowance $ per week
Balgo Hills	144.10	72.05
Boulder	13.00	6.50
Beagle Bay	130.20	65.10
Billiluna	144.10	72.05
Broome	94.00	47.00
Carnarvon	40.40	20.20
Derby	98.00	49.00
Esperance	24.80	12.40
Gibb River	143.30	71.65
Kalgoorlie	13.00	6.50
Karratha	97.00	48.50
Kununurra	123.00	61.50
Lake Gregory	144.10	72.05
Lombadina	130.20	65.10
Port Hedland	90.60	45.30
Red Hill	115.80	57.90
Ringer Soak	144.10	72.05
Southern Cross	23.80	11.90
Tardun	17.40	8.70
Turkey Creek	130.20	65.10
Wyndham	120.00	60.00

(2) Except as provided in subclause (3) of this clause, an employee who has a dependant shall be paid double the allowance prescribed in subclause (1) of this clause.

(3) Where an employee

(a) is provided with board and lodging by his/her employer, free of charge; or

(b) is provided with an allowance in lieu of board and lodging such employee shall be paid 66 and two-third per cent of the allowances prescribed in subclause (1) of this clause.

(4) Subject to subclause (2) of this clause, junior employees, casual employees, part-time employees, apprentices receiving less than adult rate and employees employed for less than a full week shall receive that proportion of the location allowance as equates with the proportion that their wage for ordinary hours that week is to the adult rate for the work performed.

(5) Where an employee is on annual leave or receives payment in lieu of annual leave he/she shall be paid for the period of such leave the location allowance to which he/she would ordinarily be entitled.

(6) Where an employee is on long service leave or other approved leave with pay (other than annual leave) he/she shall only be paid location allowance for the period of such leave he/she remains in the location in which he/she is employed.

(7) (a) For the purpose of this clause "dependent" shall take on the definition as described by the Australian Taxation Office for such purposes.

(b) The income used as a dependency test shall be adjusted on 30 June each year in accordance with variations to the taxable limit for earnings for the dependent spouse rebate.

(8) Subject to the making of a General Order pursuant to section 50 of the Act, that part of each location allowance representing prices shall be varied from the beginning of the first pay period commencing on or after the 1st day of July of each year in accordance with the annual percentage change in the Consumer Price Index (excluding housing), for Perth measured to the end of the immediately preceding March quarter, the calculation to be taken to the nearest ten cents.

25.—SUPERANNUATION

(1) Employer Contributions

(a) An employer shall contribute to superannuation for each employee in accordance with federal legislation to one of the following approved superannuation funds—

(i) CONCEPT ONE—superannuation plan which was established and is governed by a trust deed and rules dated 23 September 1986, as amended; and

(ii) an exempted fund allowed by subclause (3) of this clause.

(b) Employer contributions shall be paid at least monthly for each week of service that the eligible employee completes with the employer.

(c) "Ordinary Time Earnings" means the salary or other remuneration periodically received by the employee in respect to the time worked in ordinary hours and/or any other rate paid for all purposes of this agreement to which the employee is entitled for ordinary hours of work.

(2) Fund Membership

(a) "Eligible Employee" shall mean a full-time or part-time employee who earns more than $450.00 per month.

(b) An employee shall not be eligible to join the fund until he/she has completed one month's satisfactory service. On completion of this period the employee shall be entitled to the appropriate employer contribution, from the date of the employee's commencement.

(3) Exemption

Exemptions from the requirements of this clause shall apply to an employer who at the date of this Agreement—

(a) was contributing to a superannuation fund, in accordance with an order of an industrial tribunal; or

(b) was contributing to a superannuation fund in accordance with an order, award or an agreement of an industrial tribunal, for a majority of employees and makes payment for employees covered by this Agreement in accordance with that order, award or agreement; or

(c) subject to notification to the Union, was contributing to a superannuation fund for employees covered by this Agreement where such payments are not made pursuant to an order of an industrial tribunal;

(d) was not contributing to a superannuation fund for employees covered by this Agreement; and

(i) written notice of the proposed alternative superannuation fund is given to the Union; and

(ii) contributions and benefits of the proposed alternative superannuation fund are no less than those provided by this clause; and

(iii) within one month of the notice prescribed in subparagraph (d)(i) of this subclause being given, the Union has not challenged the suitability of the proposed fund by notifying the Western Australian Industrial Relations Commission of a dispute.

(4) The employer shall provide such facilities as is appropriate to ensure that all employees are adequately informed of the provisions of the superannuation funds available.

26.—PAYMENT OF WAGES

(1) Wages shall be paid fortnightly or monthly.

(2) Accompanying each payment of wages shall be a pay advice slip to be retained by the employee. On this slip the employer shall clearly detail the employee's name, hourly rate, overtime, penalties, allowances, gross wage, deductions broken down to—

(a) taxation; and

(b) other

and the net wage.

(3) On termination of employment the employer shall pay to the employee all moneys payable to that employee before the employee leaves the premises or the same shall be forwarded to the employee by post on the following day.

27.—TIME AND WAGES RECORD

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

(a) Name of each employee.

(b) The nature of their work.

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

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

(e) The age of each junior employee.

Any system of automatic recording by machines shall be deemed to comply with this provision to the extent of the information recorded.

(2) The salary records shall be open for inspection by a duly accredited official of the Union during the usual office hours at the employer's office and the official may be allowed to take extracts therefrom.

(3) The employer may refuse the representative access to the records if—

(a) the employer is of the opinion that access to the records by the representative of the organisation would infringe the privacy of persons who are not members of the organisation; and

(b) the employer undertakes to produce the records to an Industrial Inspector within 48 hours of being notified of the requirement to inspect by the representative.

(4) The power of inspection may only be exercised by a representative of an organisation of employees authorised for the purpose in accordance with the rules of the organisation.

(5) Before exercising a power of inspection, the representative shall give reasonable notice of not less than 24 hours to an employer.

28.—RIGHT OF ACCESS, NOTICES AND INTERVIEWS

(1) Material approved by the Union will be displayed on a notice board or a mutually agreed location, which is easily accessible by employees.

(2) Every employee shall be provided with access to a copy of this Agreement by the employer.

(3) The Secretary of the Union or authorised representative will, on prior notification to the employer, have the right to enter the employer's premises during working hours, including meal breaks for the purpose of distributing information and or discussing with employees covered by this Agreement, the legitimate business of the Union and or for the purposes of investigating complaints concerning the application of this Agreement, but shall in no way unduly interfere with the work of the employees.

29.—DISPUTE SETTLING PROCEDURES

(1) The principles of conciliation and direct negotiation shall be adopted for the purpose of prevention and settlement of any questions, disputes or difficulties that may arise.

(2) The parties to the dispute shall take an early and active part in discussion and negotiation aimed at preventing or settling questions, disputes or difficulties in accordance with the agreed procedures set out hereunder.

(3) The provisions of this clause shall not preclude an employee from discussing any grievance with a Union representative or a representative of their choice as he/she deems fit. Neither shall the provisions of this clause pre-empt, limit or delay the right of the Union to enter into direct negotiations with the employer to resolve matters in dispute or to address matters of mutual concern.

(4) Procedure of Settlement of Disputes

(a) The employee and the employee's supervisor shall confer, identify the facts and where possible, resolve the issue.

(b) If not resolved, the employee and the employer shall confer and, where possible, resolve the issues.

(c) If not resolved, the parties to the dispute may confer with the parties to this Agreement on this matter, and where possible, resolve the issue.

(d) If the matter is still not settled, it may be referred to the Western Australian Industrial Relations Commission for conciliation/arbitration.

(5) Until the matter is resolved in accordance with the above procedure, the status quo shall remain. While the above procedure is being followed, no party shall be prejudiced as to the final settlement by the continuation of work in accordance with this procedure.

(6) It is acknowledged that if the dispute relates to an alleged ambiguity or uncertainty in this Agreement any party may at any time apply for variation of the Agreement to eliminate the alleged uncertainty or ambiguity.

PART III

TEACHER'S AIDES' / TEACHING ASSISTANTS

30.—HOURS

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

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

31.—WAGES

(1) The rate of wage payable to employees engaged in the classifications prescribed in Clause 32.—Classifications of this Agreement after the 22nd day of May 1997 shall be—

Step	Hourly Rate		Annual Rate	
	$	7.2%	$	7.2%
Step 1	10.04	10.76	17,020.00	18,245.44
Step 2	10.23	10.97	17,342.00	18,590.51
Step 3	10.43	11.18	17,681.00	18,954.03
Step 4	10.67	11.43	18,088.00	19,390.34
Step 5	10.96	11.75	18,580.00	19,917.76
Step 6	11.33	12.15	19,207.00	20,589.90
Step 7	11.64	12.48	19,732.00	21,152.70
Step 8	11.71	12.55	19,851.00	21,280.27
Step 9	12.02	12.89	20,377.00	21,844.14
Step 10	12.32	13.21	20,885.00	22,388.72
Step 11	12.51	13.41	21,207.00	22,733.90
Step 12	12.65	13.56	21,445.00	22,989.04
Step 13	13.25	14.20	22,469.00	24,086.77
Step 14	13.86	14.86	23,493.00	25,184.50
Step 15	14.46	15.50	24,519.00	26,284.37

Progression through the wages scale shall be by annual increment.

(2) A Teachers' Aide left in charge of pupils for a full session shall be paid at his/her ordinary rate plus 10 per cent for the period for which they are left in charge, provided that, if the period for which the employee is left in charge exceeds three days, they shall be paid at the ordinary rate plus 20 per cent for the whole period for which they are in charge, except where provided for in the Catholic Education Office Aboriginal Teaching Assistants Manual.

(3) (a) Child Care Workers	$ (per hour)	7.2%
First year of experience	11.82	12.67
Second year of experience	13.00	13.94
Third year of experience	13.63	14.61
Fourth year of experience	14.26	15.29
Fifth year of experience	14.90	15.97

(b) An employee left in charge of pupils for a full session or more shall be paid no less than the rate applicable to a child care worker in their fifth year of employment for the whole period they are in charge, except where provided for in the Catholic Education Office Aboriginal Teaching Assistants Manual.

(4) An employee who has had previous experience relevant to employment covered by this Agreement may have that experience taken into account in determining the "year of employment" at which an employee is appointed and paid.

(5) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the employee into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being an employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

32.—CLASSIFICATIONS

Level One

Teachers' Aides in Primary Schools, Pre-Primary Schools or Pre-schools, Teaching Assistants, Home Economic Assistants, Physical Education Assistants.

Aboriginal Teaching Assistants.

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

Enter Step 1

Exit Step 5

Level Two

Aboriginal Teaching Assistants in secondary schools.

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

Enter Step 6

Exit Step 7

Aboriginal Teaching Assistants in Primary schools who have completed the Certificate of Educational Practice or equivalent accredited course.

Step 7

Level Three

Aboriginal Teaching Assistants in secondary schools who have completed the Certificate of Educational Practice.

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

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

Aboriginal Teaching Assistants on satisfactory completion of Certificate III in Education (Aboriginal & Torres Strait Islander)

Enter Step 8

Exit Step 10

Level Four

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

Teaching Assistants who have completed Certificate IV in Education (Aboriginal and Torres Strait Islander) or Certificate in Community Teaching as specified in the Aboriginal Teaching Assistants Programme Manual.

Step 11

Employees who have completed the Child Care Certificate, Diploma of Children Services (0-5 yrs), National Nursery Examination Board Certificate or other equivalent qualifications as agreed between the Union and the employer.

Aboriginal Teaching Assistants on satisfactory completion of the second year of Aboriginal Teachers' Training Course.

Teaching Assistants who have completed the Diploma in Education (Aboriginal and Torres Strait Islander) or the Associate Diploma in Community Teaching or one year of Bachelor of Arts (Education) as specified in the Aboriginal Teaching Assistants Manual.

Teachers' Assistants who have completed the Advanced Teacher Aide Certificate Special Needs.

Step 12

Level Five

Aboriginal Teaching Assistants who have completed a Diploma in Education (Aboriginal and Torres Strait Islander) or the Associate Diploma in Education (Community Teaching) and are working in specified schools as Community Teaching Associates.

Enter Step 13

Exit Step 15

33.—VACATION LEAVE

(1) Except as hereinafter provided an employee shall be allowed the holidays granted by the school in which he/she is employed, including term and Christmas vacations, without deduction of pay.

(2) Subject to the provisions of subclause (3) of this clause, each employee shall be paid his/her ordinary wages for any day on which he/she is relieved of the obligation to present himself/herself for work.

(3) An employee who is employed to work less than the full school year shall be entitled to payment at the ordinary rate of pay for or in lieu of the term and Christmas vacation periods related to that school year on the basis of one week's pay for each four weeks which the employee was employed to actually work in the school.

PART IV

SCHOOL EMPLOYEES

34.—HOURS

(1) Subject to this Agreement, the ordinary working hours for full-time employees shall be an average of 38 hours per week, to be worked in not more than 40 hours in any week, or eight in any day and shall be worked on any five days of the week.

(2) Subject to Clause 36.—Overtime of this Agreement, the spread of shift in any one day shall not exceed 12 and a ½ hours.

(3) In addition to meal breaks, there may be one break of at least two hours in each shift for kitchen and dining room employees.

(4) As the means of working a 38 hour week, a full-time employee who works 40 hours per week, shall be entitled to payment including shift and weekend penalties for the following days on which the employee shall not be required to attend for work—

(a) Three agreed days during the first school term vacation in each year.

(b) Two agreed days during each of the other school term vacations.

(c) Five agreed days during the Christmas vacation.

(5) In lieu of the provisions of subclause (4) of this clause and notwithstanding other provisions of this Agreement and by agreement between an employer and a majority of employees covered by this Agreement at a workplace, as a means of working a 38 hour week the following may apply—

(a) with at least seven days' notice to the Union by the employer, the hours of work may be arranged so that an employee works 76 hours over nine days each fortnight with the tenth day off on full pay; or

(b) with at least seven days' notice to the Union by the employer, the hours of work may be arranged so that an employee works 152 hours over 19 days in each four week period with one day off on full pay in conjunction with other day(s) off work; or

(c) by agreement with the Union, the hours of work may be arranged so as to provide any other form of implementation of a 38 hour week.

(6) (a) A part-time employee shall be given payment for the days referred to in subclauses (4) and (5) of this clause in the proportion that the hours worked each week bear to 40. A part-time employee shall be granted the days referred to in subclauses (4) and (5) of this clause in the proportion that the number of days worked each week bears to five.

(b) By agreement in writing between the employer and the employee, a part-time employee who works 30 hours per week or less may be paid for all hours worked at the 38 hour week rate in lieu of payment for the days prescribed in subclauses (4) and (5) of this clause.

(7) Subject to the provisions of subclause (4) of this clause, during the school vacation periods the employer shall be relieved of the obligation to provide work and the employee shall not be entitled to the payment of wages in respect of any such period during which no work is performed other than any period during which the employee is on annual leave or a public holiday where the public holiday falls on a day on which the employee would normally be employed to work. Provided that the maximum period covered by this subclause shall be four weeks (20 days) in any one year.

35.—ROSTERS

(1) A roster of the working hours shall be exhibited in the office of each school/college and in such other place as it may be conveniently and readily seen by each employee concerned.

(2) Such roster shall show—

(a) the name of each employee; and

(b) the hours to be worked by each employee each day and the breaks in shifts to be taken.

(3) (a) The roster in the office shall be open for inspection by a duly accredited representative of the Union at such times and place as the record book is so open for inspection.

(b) A duly accredited representative of the Union shall be permitted to inspect the roster available to the employees not more than once in any week during the times the record book is so open for inspection.

(4) Such roster shall be drawn up in such manner as to show the hours of each employee for one week in advance of the date of the roster, and may only be altered on account of the sickness or absence of an employee, or on account of any contingency that the employer could not reasonably foresee, or due to private arrangement between the employees themselves.

36.—OVERTIME

(1) All work done outside the daily spread of hours provided in Clause 34.—Hours of this Agreement, or beyond eight hours in any one day or beyond 40 hours in any one week shall be deemed overtime.

(2) Overtime shall be paid for at the rate of time and one-half for the first two hours and double time thereafter provided that all overtime worked on Saturday and Sunday shall be paid for at the rate of double time.

(3) All work performed by any employee on his/her rostered days off or on days worked in excess of those provided in Clause 34.—Hours of this Agreement, shall be paid for at the rate of double time except where such day is a public holiday when double time and one-half shall be paid.

(4) Any employee recalled to work after his/her normal hours of duty shall be paid for a minimum of three hours at overtime rates and for all reasonable expenses incurred in returning to work.

37.—WEEKEND WORK

(1) All ordinary hours of work performed between midnight on Friday and midnight on Sunday shall be paid for at the rate of time and one-half.

(2) General Conditions

(a) Junior employees may be employed in the proportion of one junior to every two or fraction of two not being less than one adult employee employed in the same occupation, provided that this ratio may be altered by written agreement between the Union and the employee concerned.

(b) Senior employees other than the Head Groundsperson and leading hands appointed as such by the employer to be in charge of three or more other employees shall be paid $16.50 per week in addition to the rates prescribed herein.

(3) For all work done on any day after a break referred to in subclause (3) of Clause 34.—Hours of this Agreement, the employee shall be paid an allowance of $1.06 per hour for each such hour worked.

(4) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the employee into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being an employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

38.—WAGES

(1) The minimum weekly rates of wage payable from the beginning of the first pay period commencing on or after the 22nd day of May 1997 shall be—

	Minimum Hourly Rate $	7.2%	Minimum Annual Rate $	7.2%
Level 1 Cleaner	10.22	10.96	20,269.37	21,728.81
Level 2 Domestic employees including—Kitchen Attendant/Canteen Assistant House Attendant Dining Attendant Laundry Attendant Sewing Attendant	10.40	11.14	20,618.84	22,103.32
Level 3 Cooks (Other)	10.51	11.27	20,837.92	22,338.04
Level 4 Groundsperson	10.73	11.50	21,270.84	22,802.26
Level 5 First Cook Grade 1 or Cook working alone Groundsperson / Handyperson Grade 1 Sewing Supervisor	10.95	11.74	21,708.99	23,272.22
Level 6 Groundsperson / Handyperson, Grade 2 First Cook, Grade 2	11.17	11.98	22,141.92	23,735.92
Level 7 Senior Groundsperson/ Handy person Tradesperson Cook	11.61	12.45	23,012.99	24,670.11
Level 8 Head Groundsperson	13.81	14.80	27,363.13	29,333.21

(2) Junior Employees: Junior employees shall receive the following percentages of the adult rate for the class of work on which they are engaged.

	%
Under 16 years of age	60
16 to 17 years of age	70
17 to 18 years of age	80

(3) General Conditions

(a) Junior employees may be employed in the proportion of one junior to every two or fraction of two not being less than one adult employee employed in the same occupation, provided that this ratio may be altered by written agreement between the Union and the employer concerned.

(b) Senior employees other than the Head Groundsperson and leading hands appointed as such by the employer to be in charge of three or more other employees shall be paid $16.50 per week in addition to the rates prescribed herein.

(4) For all work done on any day after a break referred to in subclause (3) of Clause 34.—Hours of this Agreement, the employee shall be paid an allowance of $1.06 per hour for each such hour worked.

(5) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the employee into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

39.—CLASSIFICATIONS

Head Groundsperson: Shall mean a person in charge of the grounds of a large school who would be responsible for the supervision of all grounds staff. The person would have qualifications and/or experience in horticulture, preparation of turf wickets and lawn tennis courts, and could have the responsibility for a full size swimming pool.

Senior Groundsperson/Handyperson: Shall mean a person in charge of the grounds of a small school or section of a large school and who has completed an apprenticeship in horticulture or other relevant horticultural qualifications or who has substantial relevant experience within the horticultural or related industries to such an extent as would justify Grade 2 status. This person's duties would also consist of maintenance and minor repairs to external and internal fitments, equipment or outdoor furniture. Would have at least one full-time equivalent groundsperson under supervision. The senior groundsperson/handyperson could have responsibility for the maintenance of a swimming pool and lawn tennis courts, or equivalent levels of responsibility.

Groundsperson/Handyperson (Grade 2): Shall mean a person whose principal duties include tending a garden and grounds. This person's duties would also consist of maintenance and minor repairs to external and internal fitments, equipment or outdoor furniture. This person would work alone in a small school.

Groundsperson/Handyperson (Grade 1): Shall mean a person whose principal duties include tending a garden and grounds or part of a garden and grounds. This person's duties would also consist of maintenance and minor repairs to external and internal fitments, equipment or outdoor furniture. This person would work under the supervision.

Groundsperson: Shall mean an employee whose principal duties shall consist of tending a garden and grounds, working under supervision or working in a small school under the direction of the principal or bursar.

First Cook (Grade 2): Shall mean a person who is appointed as the senior cook in a school, who holds formal qualifications in cooking/catering or who has substantial relevant experience within the catering or related industries to such an extent as would justify Grade 2 status. A person without qualification would normally require a minimum of five years' experience to justify such status. This person could be required to supervise other staff and assist with the ordering of catering supplies.

First Cook (Grade 1): Shall mean a person appointed as First Cook or Cook Working Alone who does not have the qualifications or equivalent experience required for classification of First Cook (Grade 2).

Tradesperson Cook: Shall mean a First Cook, Grade 2 who has completed an apprenticeship in cooking, baking or pastry cooking.

40.—UNIFORMS

Where an employee is required by the employer to wear special clothing, such clothing shall be provided and laundered by the employer at his/her expense. Provided that alternative arrangements in respect of the supply and laundering of clothing may be made by agreement between an employer and the Union.

41.—PROTECTIVE CLOTHING

(1) Where employees are required to work in water they shall be supplied with rubber boots.

(2) Employees required to clean toilets, use acids, wash dishes, handle detergents, acids, soaps or injurious substances shall be provided with rubber gloves.

(3) Where the conditions of work are such that employees are unable to avoid their clothing becoming wet or dirty, they shall be supplied with suitable protective clothing free of charge by the employer.

(4) Where suitable protective clothing is supplied by the employer to an employee such clothing and footwear shall remain the property of the employer.

PART V

ADMINISTRATIVE AND TECHNICAL OFFICERS

42.—HOURS

(1) The ordinary hours of duty for a full-time employee shall be 37.5 hours per week Monday to Friday inclusive and the hours of duty per day shall be fixed by agreement between the employee and the employer. A full-time employee works a minimum of 40 weeks per year.

(2) In the absence of any agreement reached in accordance with subclause (1) of this clause, the following hours of duty shall apply—

The ordinary hours of duty shall not exceed 37.5 hours per week and shall be worked on Monday to Friday, between the hours of 8.00am and 5.00pm.

(3) The employee shall be allowed a meal break of not less than thirty minutes, nor more than one hour, to be taken between the hours of twelve noon and 2.00pm.

(4) All time worked at the direction of the employer before the usual starting time or after the usual finishing time, or beyond 7.5 hours in any one day, or outside the spread of hours as prescribed under subclause (1) or (2) of this clause, shall be deemed overtime and shall, at the discretion of the employee, be paid for at the employee's ordinary rate of pay or be given paid time off in lieu equivalent to the time worked. The time in lieu taken in accordance with this subclause shall be at such time as is agreed between the employee and the employer.

(5) During the school vacation periods or any part thereof during which an employee cannot be usefully employed, the employer shall be relieved of the obligation to provide work and the employee shall not be entitled to the payment of salary in respect of any such period during which no work is performed other than any period during which the employee is on annual leave or a public holiday where the public holiday falls on a day on which the employee would normally be employed to work. Provided that the maximum period covered by this subclause shall be eight weeks in any one year.

43.—ANNUAL LEAVE

(1) An employee who has completed 12 months' continuous service or who has been employed for a minimum of 40 weeks in a calendar year shall be entitled to a minimum of 4 weeks' paid annual leave.

(2) All time for which the school is closed due to vacation leave shall count for the purpose of determining an employee's right to payment under this clause.

(3) Leave may be taken at a time agreed to between the employer and the employee.

(4) If after four weeks' continuous service in any qualifying period an employee lawfully leaves his/her employment or his/her employment is terminated by the employer through no fault of the employee, the employee shall be paid salary in

lieu of annual leave proportionate to their length of service calculated to the nearest completed week of service.

(5) If an employee's commencement is after 1 January, then, by agreement between the employer and the employee, the employee may be granted pro-rata annual leave to the end of the calendar year. Subsequent years of employment can commence on 1 January.

(6) If any award holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there shall be added to that period one day, being an ordinary working day, for each such holiday observed as aforesaid.

44.—SALARIES

(1) (a) The minimum annual salary, according to classification and experience, payable to an employee after the 22nd day of May 1997 shall be—

Salary Level	Total Salary $ Per Annum	7.2%
LEVEL 1	19,751	21,173.07
	20,001	21,441.07
	20,251	21,709.07
	20,501	21,977.07
	20,751	22,245.07
	21,001	22,513.07
LEVEL 2	21,751	23,317.07
	22,251	23,853.07
	22,751	24,389.07
	23,251	24,925.07
	23,751	25,461.07
	24,251	25,997.07
LEVEL 3	25,251	27,069.07
	25,851	27,712.27
	26,451	28,355.47
	27,051	28,998.67
	27,651	29,641.87
	28,251	30,285.07
LEVEL 4	26,751	28,677.07
	27,751	29,749.07
	28,751	30,821.07
	29,751	31,893.07
	30,751	32,965.07
	31,751	34,037.07

(b) On appointment an employee shall be placed at the appropriate salary level according to full-time experience and the classifications as prescribed in Clause 45.—Classifications of this Agreement.

(c) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the employee into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being an employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

(d) An employee appointed to a salary rate shall proceed by annual increments to the maximum of that classification level.

(e) If during progression through the salary steps, and within an appropriate time frame prior to the employee's next annual increment, the employer considers such increment to be inappropriate due to work performance and as such does not recommend or authorise further progression, then the employer shall state the reasons in writing to the employee concerned.

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

(ii) If the improvement required is achieved, then the employee shall then proceed to his/her appropriate salary level.

(f) An employee shall only progress from one level to another in accordance with the provisions as prescribed in Clause 45.—Classifications of this Agreement.

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

(h) For the purposes of determing weekly or fortnightly salary, the annual salaries as prescribed in subclause (1) of this clause, shall be divided by 52.16 or 26.08 respectively.

(i) Where the conditions of employment of any employee are subject to the provisions of subclause (5) of Clause 42.—Hours of this Agreement, salary shall be averaged over the period of a full year.

(2) Junior Classification

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

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

45.—CLASSIFICATIONS

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

(1) Level 1.

(a) An employee at this level requires no prior experience or formal qualifications in the performance of the job and works under direct supervision.

(b) Examples of positions which may appropriately be classified as Level 1—

General clerical assistant, switchboard operator, word processing operator, data entry operator, laboratory attendant, school secretary and any assistant employed within the terms of Clause 4.—Scope of the *Independent Schools Administrative and Technical Officers Award 1993*.

(2) Level 2.

(a) An employee at this level performs duties under general supervision, may have acquired some relevant qualifications and is competent in the performance of tasks associated within Level 1 positions.

(b) Examples of positions which may appropriately be classified as Level 2, in addition to those prescribed for Level 1, are as follows—

Library assistant, laboratory assistant, accounts clerk, word processing operator, data process operator, secretarial duties, receptionist/switchboard operator and school secretary.

(3) Level 3.

(a) An employee at this level works as a competent skilled autonomous employee and has knowledge, skills and demonstrated capacity to undertake complex tasks. The employee is likely to have TAFE/TERTIARY or equivalent qualifications.

(b) Examples of positions which may appropriately be classified as Level 3—

Technician employed in the audio visual, computer, media, library or laboratory departments and/or any other technician employed in the school, secretary, bookkeeper, computer system supervisor, senior clerk or senior computer operator, accounts, records and school secretary.

(4) Level 4.

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

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

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

Assistant bursar and/or registrar, senior finance employee, senior laboratory

technician, school and/or principal's secretary in a secondary school and office manager with supervisory duties.

PART VI

(BOARDING HOUSE) SUPERVISORS

46.—HOURS

(1) Subject to this Agreement, the working days and hours of duty shall be determined by written agreement between the employer, the employee and the Union.

(2) In the event of no agreement being reached in regard to hours of duty then the matter may be referred to the Western Australian Industrial Relations Commission for determination.

47.—ROSTERS

(1) The hours of duty for each employee shall be set out in a roster which shall contain the following details—

(a) the name of the employee/s;

(b) the starting and finishing times of each employee's shift, including any breaks which may be required during such shift;

(c) the day/s on which each employee is off duty.

(2) Such rosters shall be drawn up and posted one week in advance and may only be altered by agreement between the employer and the employee concerned.

(3) Where agreement cannot be reached, pursuant to subclause (2) of this clause, the employer may change the roster provided that not less than twelve hours' notice of such change is given to any employee so affected.

48.—VACATION LEAVE

(1) Except as hereinafter provided, an employee shall be allowed the holidays granted by the school in which they are employed, including term and Christmas vacations, without deductions of pay. An employee may be required for duty prior to the beginning of each term and following the end of each term for the purposes of preparing for the opening and/or closure of the boarding house.

(2) If after four weeks' continuous service in any calendar year an employee lawfully terminates employment or such employment is terminated by the employer through no fault of the employee, the employee shall be paid salary in lieu of vacation leave proportionate to the length of service. Provided that an employee who was actually engaged for all school terms in that calendar year shall be entitled to be paid for the whole of the vacation period of that year.

(3) Where an employee has been paid for leave which at the time of termination has not been fully accrued, the employer may deduct from any monies owed, that portion to which the employee is not entitled. Where the employment of an employee is terminated by the employer prior to the attainment of the accrued vacation leave, then the provisions of this subclause shall not apply.

(4) At any time in respect of which an employee is absent from work except time for which the employee is entitled to claim sick leave or leave provided for in the terms of this Agreement, shall not count for the purpose of determining the rights to vacation leave.

49.—SALARIES

(1) The minimum annual salary payable to employees after the 22nd day of May 1997 shall be as follows—

(a) Supervisor—

Salary Level	Total Salary $ Per Annum	7.2%
1st year of experience	19,957	21,393.90
2nd year of experience	20,726	22,218.27
3rd year of experience	21,751	23,317.07
4th year of experience	22,776	24,415.87
5th year of experience	23,801	25,514.67
6th year of experience	24,826	26,613.47

(b) Senior Supervisor—

1st year of experience	26,364	28,262.20
Thereafter	27,901	29,909.87

(c) Houseparent—

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

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

(3) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the employee into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being an employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

50.—CLASSIFICATIONS

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

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

(3) "Relief Supervisor"—shall mean an employee employed as per the boarding house roster for a period no exceeding four weeks.

(4) "Senior Supervisor"—shall mean any employee who is responsible for the overall supervision of the boarding house.

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

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

51.—LODGING CONDITIONS

(1) Lodging facilities are to be provided free of charge for any employee required to sleep over in a boarding house.

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

52.—GENERAL CONDITIONS

The employer shall make provision for the following—

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

(2) Access by employees to telephone facilities for emergency use.

PART VII

NURSES

53.—TIME OFF DUTY

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

54.—VACATION LEAVE

(1) Except as hereinafter provided, an employee shall be allowed the leave granted by the school in which he/she is employed without deduction of pay: Provided that such leave shall be not less than six weeks during Christmas vacation nor ten days during each of the term vacations.

(2) If after one month's continuous service in any qualifying twelve monthly period an employee terminates his/her employment or his/her employment is terminated by the employer through no fault of the employee, the employee shall be paid for such proportion of vacation leave as the number of

completed months of his/her service in that qualifying period bears to the full qualifying period of twelve months.

(3) Any time in respect of which an employee is absent from work except time for which he/she is entitled to claim sick leave or time spent on school holidays or vacation leave as prescribed by this clause shall not count for the purpose of determing his/her rights to paid leave.

(4) An employee who is justifiably dismissed for misconduct shall not be entitled to the benefits of the provisions of this clause.

(5) No employee shall, during any period when he/she is on leave engage in any employment for hire or reward in substitution for the employment from which he/she is on leave, and if an employee breaches this provision he/she shall thereupon forfeit his/her right of leave upon which he/she has entered, and the employer shall be entitled to withhold any further payment in respect of the period and to reclaim payments already made on account of such period of leave.

(6) This clause shall not apply to casual employees.

55.—WAGES

(1) The minimum rate of wages payable to employees covered by this Agreement after the 22nd day of May 1997 shall be as follows—

	HOURLY RATE		TOTAL RATE		ANNUAL RATE
		7.2%	$ Per Week	7.2%	$
1st Year	12.83	13.75	487.60	522.70	27,264.03
2nd Year	13.45	14.41	511.10	547.89	28,577.94
3rd Year	14.07	15.08	534.70	573.19	29,897.59
4th Year	14.69	15.74	558.30	598.49	31,217.23
5th Year	15.31	16.41	581.90	623.79	32,536.88
6th Year	15.93	17.07	605.50	649.09	33,856.53
7th Year	16.55	17.74	629.00	674.28	35,170.44
8th Year	17.17	18.40	652.60	699.58	36,490.09

(2) Progression through the abovementioned scale shall be by annual increments.

(3) Where an employee is appointed to the position of Nurse, previous relevant nursing experience in an independent school or at a similar level, shall be taken into account in determining the appropriate incremental level. Experience shall include time spent in relevant post basic courses.

(4) Nurse shall mean one who is registered or entitled to be registered as a general trained nurse in Western Australia under the *Nurses Act, 1968—1980.*

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

(6) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the nurse into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being an employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

56.—LAUNDRY AND UNIFORMS

(1) Where an employee is required by the employer to wear a special uniform, sufficient uniforms shall be provided at the employer's expense. In lieu of providing uniforms, the employer shall pay an allowance of $4.70 per week to the employee.

(2) Uniforms shall be a laundered free of cost to employees. Where the uniforms of an employee cannot be laundered by the school an allowance of $1.50 per week shall be paid to the employee.

(3) For the purpose of this paragraph a uniform shall be deemed to be "required" unless the employer advises the employee that the wearing of uniforms is not a condition of employment.

57.—BOARD AND LODGING

(1) The charge for full board and lodging provided to an employee by the employer shall be $9.00 per night.

(2) Where the employer provides meals only to an employee the following charges shall apply—

	$
Lunch and dinner	3.50
Breakfast	2.00

(3) An accredited representative of The Australian Nursing Federation, Industrial Union of Workers, Perth, shall be entitled to inspect such food and accommodation at reasonable times.

(4) An employee shall not be charged for board and lodging when absent from the school for more than one day on annual leave, sick leave, long service or leave without pay.

(5) By agreement with the employee the amounts prescribed in subclauses (1) and (2) of this clause may be deducted from the salary of the employee.

(6) Future increases in board and lodging charges shall be adjusted in accordance with increases awarded under the current principles of wage fixation.

APPENDIX A

PARTIES BOUND

Employer Party

The Sisters of Mercy West Perth Congregation
186 Vincent Street
NORTH PERTH WA 6005

Union Parties

Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch
61 Thomas Street
Subiaco WA 6008

The Australian Nursing Federation, Industrial Union of Workers Perth
Level 2
322 Hay Street
Subiaco WA 6008

The Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers
143 Edward Street
East Perth WA 6004

APPENDIX B

AWARDS

Independent Schools Administrative and Technical Officers Award 1993, No. A 15 of 1991

Independent Schools (Boarding House) Supervisory Staff Award, No. A 9 of 1990

Nurses' (Independent Schools) Award, No. 21B of 1962

School Employees (Independent Day & Boarding Schools) Award, 1980, No. R7 of 1979

Teachers' Aides' (Independent Schools) Award 1988, No. A27 of 1987

ENDORSEMENTS

Signed for and on behalf of—

The Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers	T. Howe
The Australian Nursing Federation, Industrial Union of Workers, Perth	H.G. Atrill
Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch	H. Creed
The Sisters of Mercy West Perth Congregation	Sr. Kaye Bolwell

TRUSTEES OF THE CHRISTIAN BROTHERS IN WA INC NON-TEACHING STAFF ENTERPRISE BARGAINING AGREEMENT 1997.

No. AG 313 of 1997.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Trustees of The Christian Brothers in WA Inc

and

The Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch and Others.

No. AG 313 of 1997.

Trustees of The Christian Brothers in WA Inc Non-Teaching Staff Enterprise Bargaining Agreement 1997.

17 December 1997.

Order.

HAVING heard Ms A.M. Britto on behalf of the applicant and Ms D. MacTiernan on behalf of the Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch, Mr A. Dzieciol on behalf of the Australian Nursing Federation, Industrial Union of Workers, Perth and Ms T.I. Howe on behalf of the Independent Schools Salaried Officers Association of Western Australia, Industrial Union of Workers, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1997, hereby orders—

THAT the Trustees of The Christian Brothers in WA Inc Non-Teaching Staff Enterprise Bargaining Agreement 1997 filed in the Commission on the 31st day of October 1997 and as subsequently amended by the parties be registered on and from the 5th day of December 1997.

(Sgd.) A. R. BEECH,
[L.S.] Commissioner.

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Schedule.

PART I

PARAMETERS

1.—TITLE

This Agreement shall be known as the "Trustees of The Christian Brothers in WA Inc Non-Teaching Staff Enterprise Bargaining Agreement 1997".

2.—ARRANGEMENT

Part I Parameters
1. Title
2. Arrangement
3. Term
4. Parties To The Agreement
5. Scope
6. Definitions
7. Objectives
8. No Reduction
9. No Extra Claims

Part II General Conditions of Service
10. Contract of Service
11. Other Leave
12. Leave Without Pay
13. Sick Leave
14. Family Leave
15. Parental Leave
16. Long Service Leave
17. Annual Leave Loading
18. Public Holidays
19. Casual Employees
20. Part-Time Employees
21. Higher Duties
22. Rest Pauses and Meal Breaks
23. Travelling and Motor Vehicle Allowances
24. Location Allowances
25. Superannuation
26. Payment of Wages
27. Time And Wages Record
28. Right of Access, Notices and Interviews
29. Dispute Settling Procedures

Part III Teacher's Aides' / Teaching Assistants
30. Hours
31. Wages
32. Classifications
33. Vacation Leave

Part IV School Employees
34. Hours
35. Rosters
36. Overtime
37. Weekend Work
38. Wages
39. Classifications
40. Uniforms
41. Protective Clothing

Part V Administrative and Technical Officers
42. Hours
43. Annual Leave
44. Salaries
45. Classifications

Part VI (Boarding House) Supervisors
46. Hours
47. Rosters
48. Vacation Leave
49. Salaries
50. Classifications
51. Lodging Conditions
52. General Conditions

Part VII Nurses
53. Time Off Duty
54. Vacation Leave
55. Wages
56. Laundry and Uniforms
57. Board and Lodging

Appendix A—Parties Bound
Appendix B—Awards
Endorsements

3.—TERM

(1) This Agreement shall—

(a) come into effect on the 5th December 1997;

(b) expire on the 31st day of December 1998.

(2) The parties have agreed to review the rates of pay by the 1st day of January 1998.

4.—PARTIES TO THE AGREEMENT

This Agreement is made between the employer set out in Appendix A—Parties Bound and the registered organisations of employees listed in Appendix A—Parties Bound.

5.—SCOPE

(1) This Agreement shall apply to those employees as defined in Clause 6.—Definitions of this Agreement employed by the employer as prescribed in Appendix A—Parties Bound.

(2) Where there is any inconsistency between this Agreement and the relevant award, this Agreement will apply to the extent of the inconsistency.

(3) Except as provided by this Agreement, the conditions of employment of non-teaching staff employed in Catholic Schools in Western Australia will be in accordance with the following awards—

Independent Schools Administrative and Technical Officers Award 1993;

School Employees (Independent Day & Boarding Schools) Award, 1980;

Teachers' Aides' (Independent Schools) Award 1988;

Independent Schools (Boarding House) Supervisory Staff Award

Nurses' (Independent Schools) Award.

(4) The number of employees covered by this Agreement is 179.

6.—DEFINITIONS

This Enterprise Bargaining Agreement covers the following classifications—

Teacher's Aides' / Teaching Assistants as defined in Part III, Clause 32.—Classifications of this Agreement;

School Employees as defined in Part IV, Clause 39.—Classifications of this Agreement;

Administrative and Technical Officers as defined in Part V, Clause 45.—Classifications of this Agreement;

(Boarding House) Supervisors as defined in Part VI, Clause 50.—Classifications of this Agreement;

Nurses as defined in Part VII, Clause 55.—Wages of this Agreement.

7.—OBJECTIVES

(1) The objectives of this Agreement are—

(a) To consolidate and develop further, initiatives arising out of the enterprise bargaining process.

(b) To maintain a just working environment in which education can be provided in harmony with the aims, objectives and philosophy of Catholic Education.

(c) To provide some consistency regarding general conditions of employment that exist for the different categories of non-teaching staff employed within Catholic schools.

(2) In pursuit of these objectives the parties are committed to further negotiations to simplify classification structures and examining the possibility of a generic classification structure.

8.—NO REDUCTION

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

9.—NO EXTRA CLAIMS

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

PART II

GENERAL CONDITIONS OF SERVICE

10.—CONTRACT OF SERVICE

(1) (a) Each employee shall, upon engagement, be given a letter of appointment wherein the general conditions of employment are stated.

(b) This shall include statements of—

(i) the classification;

(ii) the salary step relevant to the appointment;

(iii) the number of hours per week;

(iv) the weeks per year the employee is engaged for;

(v) whether the position is temporary; and/or

(vi) any other matter specific to the contract.

(2) The letter of appointment shall not contain any provision which is inconsistent with or contrary to any provision of this Agreement and/or the Award.

(3) (a) Except in the case of a casual/relief employee, the termination of service of any employee shall require a minimum of 2 weeks' notice by either party.

(b) Provided that the requirements of this subclause may be waived in part or in whole by mutual agreement between the employee and employer. Any request to waive such notice shall not be unreasonably withheld by the employer, where it is deemed that the employee has not been able to give the required notice through no fault of their own.

(c) Subject to the provisions of this subclause, failure to give the required notice shall make either party liable for the payment to the other party of an amount equivalent to the period of notice not given.

(d) The employer reserves the right to withhold or recover an amount equivalent to the period of notice not given. However, approval must be obtained from the Director of Catholic Education before such action is proceeded with.

(4) A temporary employee shall be employed in a part-time or full-time capacity for a period greater than four weeks' continuous service, and not more than a period of 12 months' continuous service.

(5) Where the period of employment of a casual employee exceeds five days the notice of termination of service shall be one day. Where the employment is for five days or less the engagement shall be considered to be a specific period and notice shall not be required.

(6) A part-time employee shall have an entitlement to sick leave, long service leave and annual leave on a pro-rata basis in the proportion of which his/her hours and/or weeks worked bear to the hours and/or weeks worked of a full-time employee.

(7) Upon termination a statement of service and a separate reference when requested by the employee shall be provided to the employee by the employer.

(8) Nothing within this clause detracts from the employer's right to dismiss summarily any employee for serious misconduct, in which case salary and entitlements shall be paid up to the time of dismissal only.

(9) The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Agreement, provided that such duties are not designed to promote de-skilling.

11.—OTHER LEAVE

(1) Bereavement Leave

(a) An employee shall, on the death of a member of the immediate family, be entitled to paid leave up to and including the day of the funeral of such relation, for a period of up to two days not exceeding the number of hours which would have been worked by the employee in that time. Proof of such death shall be furnished by the employee to the satisfaction of the employer.

(b) Provided that payment in respect of bereavement leave is to be made only where the employee otherwise would have been on duty and shall not be granted in any case where the employee concerned would have been off duty in accordance with the roster, or on long service leave, vacation leave, or on sick leave, or on workers' compensation, or on authorised leave without pay or on a public holiday.

(2) Examination Leave

An employee shall be granted sufficient time off with pay to travel to and sit for the examinations of any approved course of study.

12.—LEAVE WITHOUT PAY

(1) While an employee has the right to apply for leave without pay the granting of such leave is at the discretion of the employer.

(2) An employee applying for leave under this clause must state the period of such leave and the reason for which the leave is being sought.

(3) Leave without pay does not constitute a break in service but shall not count in calculating the period of service for any purpose of this Agreement unless where otherwise provided for in this Agreement.

(4) If an employee is granted leave without pay the question of the employee's specific duties on return to work should be considered before the granting of such leave and any arrangements made documented. If no prior arrangement is made, an employee, upon return to service shall be entitled to a position commensurate with the position held immediately prior to the commencement of such leave.

(5) The maximum period for which leave is granted under this clause shall be one year.

13.—SICK LEAVE

(1) (a) An employee shall be entitled to payment for non attendance on the ground of personal ill health or injury at the rate of ten (10) days per year, from the beginning of each year. For those employees who commence work at anytime throughout the year a pro-rata entitlement will apply.

(b) The unused portion of the entitlement prescribed in paragraph (a) of this subclause in any accruing year shall accumulate and may be availed of in the next or any succeeding year.

(c) Where an employee's employment is terminated prior to the end of the school year, the calculation for pro-rata entitlement of sick leave will be based on one sixth of a week for each completed month of service with the employer. Where an employee has utilised sick leave in excess of this entitlement the employer may deduct the excess portion from the final payment of wages to the employee.

(d) Where an employee's employment is terminated by the employer through no fault of the employee the provisions of paragraph (c) of this subclause shall not apply.

(e) An employee shall upon request to their employer be advised of their unused portion of sick leave. Where an employee has utilised sick leave in excess of their entitlement, they shall be advised of the provisions of paragraph (c) of this subclause.

(2) This clause shall not apply where the employee is entitled to compensation under the *Workers' Compensation and Rehabilitation Act 1981*.

(3) (a) Sick leave shall be granted provided the application is supported by a certificate from a legally qualified and registered medical practitioner stating the period during which the employee is unfit for duty.

(b) The employer shall not be entitled to a medical certificate for absences of less than three consecutive working days unless the total of such absences exceeds five days in any one accruing year.

(4) No payment shall be made for any absence due to the employee's wilful misconduct.

14.—FAMILY LEAVE

(1) Use of sick leave

(a) An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill. Such leave shall not exceed five (5) days in any calendar year and is not cumulative.

(b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

(c) The entitlement to use sick leave is subject to—

(i) the employee being responsible for the care of the person concerned; and

(ii) the person concerned being either—

(aa) a member of the employee's immediate family; or

(bb) a member of the employee's household.

(iii) the term "immediate family" includes—

(aa) a spouse (including a former spouse), of the employee; and

(bb) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

(iv) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(2) Use of unpaid leave

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill.

15.—PARENTAL LEAVE

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

(1) Maternity Leave

(a) Nature of leave

Maternity leave is unpaid leave.

(b) Definitions

For the purposes of this clause—

(i) Employee includes a part-time employee but does not include an employee engaged upon casual or seasonal work.

(ii) Paternity leave means leave of the type provided for in subclause (2) of this clause whether prescribed in an award or otherwise.

(iii) Child means a child of the employee under the age of one year.

(iv) Spouse includes a former spouse.

(v) Continuous service means service under an unbroken contract(s) of employment and includes—

(aa) any period of leave taken in accordance with this clause;

(bb) any period of leave or absence authorised by the employer or by the award.

(c) Eligibility for maternity leave

(i) An employee who becomes pregnant, upon production to her employer of the certificate required by subclauses (1)(d) and (1)(i) of this clause, shall be entitled to a period of up to fifty two (52) weeks' maternity leave provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of paternity leave taken by the employee's spouse in relation to the same child and apart from paternity leave of up to one week at the time of confinement shall not be taken concurrently with paternity leave.

(ii) Subject to subclauses (1)(d) and (1)(i) of this clause the period of maternity leave shall be unbroken and shall, immediately following confinement, include a period of six weeks' compulsory leave.

(iii) The employee must have had at least twelve (12) months' continuous service within Catholic Education immediately preceding the date upon such leave.

(d) Certification

At the time specified in subclause (1)(c) of this clause the employee must produce to her employer—

(i) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;

(ii) an agreement shall exist where for the period of maternity leave she will not engage in any act inconsistent with her contract of employment.

(e) Notice requirements

(i) An employee shall, not less than ten (10) weeks prior to the presumed date of confinement, produce to her employer the certificate referred to in subclause (1)(d)(i) of this clause.

(ii) An employee shall give not less than four (4) weeks' notice in writing to her employer of the date upon which she proposes to commence maternity leave stating the period of leave to be taken.

(iii) An employer by not less than fourteen (14) days' notice in writing to the employee may require her to commence maternity leave at any time within the six (6) weeks immediately prior to her presumed date of confinement. The employee may work within this period provided they produce a certificate from a

registered medical practitioner stating that they are fit to do so.

(iv) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with subclause (1)(e)(ii) of this clause if such failure is occasioned by the confinement occurring earlier than the presumed date.

(f) Transfer to a safe job

(i) Where in the opinion of a duly registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

(ii) If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to, take leave for such period as is certified necessary by a registered medical practitioner. Such leave shall be treated as maternity leave for the purposes of subclauses (1)(j), (1)(k), (1)(l) and (1)(m) of this clause.

(g) Variation of Period of Maternity Leave

(i) The period of maternity leave may be lengthened once only by the employee giving not less than fourteen (14) days' notice in writing stating the period by which the leave is to be lengthened.

(ii) The period may be further lengthened by agreement between the employer and the employee, in accordance with the provisions outlined in Clause 12.—Leave Without Pay of this Agreement.

(iii) The period of maternity leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(h) Cancellation of Maternity Leave

(i) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.

(ii) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the employer which shall not exceed four weeks from the date of notice in writing by the employee to the employer that she desires to resume work.

(i) Special Maternity Leave and Sick Leave

(i) Where the pregnancy of a employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then—

(aa) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work; or

(bb) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a registered medical practitioner certifies as necessary before her return to work.

(ii) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed the period to which the employee is entitled under subclause (1)(c) of this clause.

(iii) For the purposes of subclauses (l)(j), (l)(k) and (l) (l) of this clause, maternity leave shall include special maternity leave.

(iv) An employee returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave, or in the case of an employee who was transferred to a safe job pursuant to subclause (l)(f) of this clause, to the position she held immediately before such transfer.

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

(j) Maternity Leave and Other Leave Entitlements

(i) Provided the aggregate of any leave, including leave taken under this clause, does not exceed the period to which the employee is entitled under subclause (1)(c) of this clause an employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part to which she is entitled.

(ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during her absence on maternity leave.

(k) Effect of Maternity Leave on Employment

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

(l) Termination of Employment

(i) An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this Agreement.

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

(m) Return to Work After Maternity Leave

(i) An employee shall confirm her intention of returning to her work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.

(ii) An employee, upon returning to work after maternity leave or the expiration of the notice required by subclause (l)(m)(i) of this clause, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (l)(f) of this clause to the position which she held immediately before such transfer.

(iii) Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of

performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.

(n) Replacement Employees

(i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.

(ii) Before an employer engages a replacement employee, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

(iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

(iv) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

(2) Paternity Leave

(a) Nature of Leave

Paternity leave is unpaid leave.

(b) Definitions

For the purposes of this clause—

(i) Employee includes a part-time employee but does not include an employee engaged upon casual or seasonal work.

(ii) Paternity leave means leave of the type provided for in subclause (1) of Clause 15.—Parental Leave of this Agreement (and includes special paternity leave) whether prescribed in an award or otherwise.

(iii) Child means a child of the employee or the employee's spouse under the age of one year.

(iv) Spouse includes a former spouse.

(v) Primary care-giver means a person who assumes the principal role of providing care and attention to a child.

(vi) Continuous service means service under an unbroken contract(s) of employment and includes—

(aa) any period of leave taken in accordance with this clause;

(bb) any period of leave or absence authorised by the employer or by the award.

(c) Eligibility for paternity leave

A male employee, upon production to his employer of the certificate required by subclause (2)(d) of this clause shall be entitled to one or two periods of paternity leave, the total of which shall not exceed 52 weeks, in the following circumstances—

(i) an unbroken period of up to one week at the time of confinement of his spouse;

(ii) a further unbroken period of up to 51 weeks in order to be the primary care-giver of a child provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of maternity leave taken by the employee's spouse in relation to the same child and shall not be taken concurrently with that maternity leave;

(iii) The employee must have had at least 12 months' continuous service within Catholic Education immediately preceding the date which he proceeds upon either period of leave.

(d) Certification

At the time specified in subclause (2)(c) of this clause the employee must produce to his employer—

(i) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement or states the date on which the birth took place;

(ii) in relation to any period to be taken under subclause (2)(c)(ii) of this clause an agreement shall exist stating—

(aa) he will take that period of paternity leave to become the primary care-giver of a child;

(bb) particulars of any period of maternity leave sought or taken by his spouse; and

(cc) that for the period of paternity leave he will not engage in any act inconsistent with his contract of employment.

(e) Notice requirements

(i) An employee shall, not less than ten (10) weeks prior to each proposed period of leave, give the employer notice in writing stating the dates on which he proposed to start and finish the period or periods of leave.

(ii) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with subclause (2)(e)(i) of this clause if such failure is due to—

(aa) the birth occurring earlier than the expected date; or

(bb) the death of the mother of the child; or

(cc) other compelling circumstances.

(iii) The employee shall immediately notify his employer of any change in the information provided pursuant to subclause (2)(d) of this clause.

(f) Variation of Period of Paternity Leave

(i) The period of paternity leave may be lengthened once only by the employee giving not less than fourteen (14) days' notice in writing stating the period by which the leave is to be lengthened;

(ii) The period may be further lengthened by agreement between the employer and the employee, in accordance with the provisions outlined in Clause 12.—Leave Without Pay of this Agreement.

(iii) The period of paternity leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(g) Cancellation of Paternity Leave

Paternity leave, applied for under subclause (2)(c)(ii)(aa) of this clause but not commenced, shall be cancelled when the pregnancy of the employee's spouse terminates other than by the birth of a living child.

(h) Paternity Leave and Other Leave Entitlements

(i) Provided the aggregate of any leave, including leave taken under this clause, does not exceed the period to which the employee is entitled under subclause (2)(c) of this clause an employee may, in lieu of or in conjunction with paternity leave, take any annual leave or long service leave or any part to which he is entitled.

(ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during his absence on paternity leave.

(i) Effect of Paternity Leave on Employment

Subject to this clause, notwithstanding any award, or other provision to the contrary, absence on paternity leave shall not break the continuity of service of an employee but shall not be taken into account in

calculating the period of service for any purpose of any relevant award or agreement.

(j) Termination of Employment

(i) An employee on paternity leave may terminate his employment at any time during the period of leave by notice given in accordance with this Agreement.

(ii) An employer shall not terminate the employment of an employee on the ground of his absence on paternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(k) Return to Work after Paternity Leave

(i) An employee shall confirm his intention of returning to his work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of paternity leave provided by subclause (2)(c)(ii) of this clause.

(ii) An employee, upon returning to work after paternity leave or the expiration of the notice required by subclause (2)(c)(i) of this clause, shall be entitled to the position which he held immediately before proceeding on paternity leave.

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

(l) Replacement Employees

(i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on paternity leave.

(ii) Before an employer engages a replacement employee, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

(iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising his rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

(iv) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

(3) Adoption Leave

(a) Nature of Leave

Adoption leave is unpaid leave.

(b) Definitions

For the purposes of this clause—

(i) Employee includes a part-time employee but does not include any employee engaged upon casual or seasonal work.

(ii) Child means a person under the age of five years who is placed with the employee for the purpose of adoption, other than a child or stepchild of the employee or of the spouse of the employee of a child who has previously lived continuously with the employee for a period of six months.

(iii) Relative Adoption occurs where a child, as defined, is adopted by a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

(iv) Primary care-giver means a person who assumes the principal role of providing care and attention to a child.

(v) Spouse includes a former spouse.

(vi) Continuous service means service under an unbroken contract(s) of employment and includes—

(aa) any period of leave taken in accordance with this clause;

(bb) any period of leave or absence authorised by the employer or by the award.

(c) Eligibility for adoption leave—

An employee, upon production to the employer of the documentation required by subclause (3)(d) of this clause, shall be entitled to one or two periods of adoption leave, the total of which shall not exceed 52 weeks, in the following circumstances—

(i) an unbroken period of up to three weeks at the time of placement of the child;

(ii) a further unbroken period of up to 52 weeks from the time of the placement in order to be the primary care-giver of a child. This leave shall not extend beyond one year after the placement of the child and shall not be taken concurrently with adoption leave taken by the employee's spouse in relation to the same child. The entitlement of up to 52 weeks shall be reduced by—

(aa) any period of leave taken pursuant to subclause (3)(c)(i) of this clause; and

(bb) the aggregate of any periods of adoption leave taken or to be taken by the employee's spouse.

(ii) the employee must have had at least 12 months' continuous service within Catholic Education immediately preceding the date which he or she proceeds on such leave in either case.

(d) Certification

(i) Before taking adoption leave the employee must produce to the employer—

(aa) A statement from the adoption agency or other appropriate body of the presumed date of placement of the child with the employee for the adoption purposes; or

(bb) A statement from the appropriate government authority confirming that the employee is to have custody of the child pending an application for an adoption order.

(ii) In relation to any period to be taken under subclause (3)(c)(ii) of this clause, an agreement shall exist stating—

(aa) the employee is seeking adoption leave to become the primary care-giver of the child;

(bb) particulars of any period of adoption leave sought or taken by the employee's spouse; and

(cc) that for the period of adoption leave the employee will not engage in any act inconsistent with his/her contract of employment.

(e) Notice requirements

(i) Upon receiving notice of approval for adoption purposes, an employee shall notify the employer of such approval and within 2 months of such approval shall further notify the employer of the period or periods of adoption leave the employee proposes to take. In the case of relative adoption the employee shall notify as aforesaid upon deciding to take the child into custody pending an application for adoption.

(ii) An employee shall not be entitled to adoption leave unless the employee has not less than 12 months continuous service with the employer immediately preceding the date upon which he/she proceeds upon such leave.

(iii) An employee shall, as soon as the employee is aware of the presumed date of placement of a child for adoption purposes but no later than 14 days before such placement give notice in writing to the employer of such date, and of the date of the commencement of any period to be taken under subclause (3)(c)(i) of this clause.

(iv) An employee shall, ten weeks before the proposed date of commencing any leave to be taken under subclause (3)(c)(ii) of this clause give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.

(v) An employee shall not be in breach of this clause, as a consequence of failure to give the stipulated period of notice in accordance with subclauses (3)(e)(iii) and (3)(e)(iv) of this clause if such failure is occasioned by the requirement of an adoption agency to accept earlier or later placement of a child, the death of the spouse or other compelling circumstances.

(f) Variation of Period of Adoption Leave

(i) the period of adoption leave may be lengthened once only by the employee giving not less than fourteen (14) days' notice in writing stating the period by which the leave is to be lengthened;

(ii) the period may be further lengthened by agreement between the employer and the employee, in accordance with the provisions outlined in Clause 12.—Leave Without Pay of this Agreement;

(iii) the period of adoption leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(g) Cancellation of Adoption Leave

(i) Adoption leave, applied for but not commenced, shall be cancelled should the placement of the child not proceed.

(ii) Where the placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue, the employee shall notify the employer forthwith and the employer shall nominate a time not exceeding four weeks from receipt of notification for the employee's resumption of work.

(h) Special Leave

The employer shall grant to any employee who is seeking to adopt a child, such unpaid leave not exceeding two days, as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee the employer may require the employee to take such leave in lieu of special leave.

(i) Adoption Leave and Other Leave Entitlements

(i) Provided the aggregate of any leave, including leave taken under this clause, does not exceed the period to which the employee is entitled under subclause (3)(c) of this clause, an employee may, in lieu of or in conjunction with adoption leave, take any annual leave or long service leave or any part to which he or she is entitled.

(ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during the employee's absence on adoption leave.

(j) Effect of Adoption Leave on Employment

Subject to this clause, notwithstanding any award, or other provision to the contrary, absence on adoption leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

(k) Termination of Employment

(i) An employee on adoption leave may terminate the employment at any time during the period of leave by notice given in accordance with this Agreement.

(ii) An employer shall not terminate the employment of an employee on the ground of the employee's application to adopt a child or absence on adoption leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(l) Return to Work After Adoption Leave

(i) An employee shall confirm the intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of adoption leave provided by subclause (3)(c) of this clause.

(ii) An employee, upon returning to work after adoption leave shall be entitled to the position held immediately before proceeding on such leave.

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

(m) Replacement Employees

(i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on adoption leave.

(ii) Before an employer engages a replacement employee, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

(iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising his/her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

(iv) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

16.—LONG SERVICE LEAVE

(1) Subject to subclause (3) of this clause, an employee who has completed ten years' continuous service with the employer shall be entitled to ten weeks' long service leave. For each subsequent period of ten years' service an employee shall be entitled to an additional ten weeks' long service leave.

(2) In calculating an employee's entitlement under this clause, continuous service with the employer prior to the 1st day of January 1997 shall be taken into account in the following manner—

(a) In the case of an employee who has already accrued an entitlement to long service leave with the employer prior to the 1st day of January, 1997, the employee shall continue to accrue subsequent entitlements to long service leave in accordance with the provisions of subclause (1) of this clause.

(b) In the case of an employee who, at the 1st day of January 1997, had not accrued an entitlement to long service leave, the employee's entitlement shall be calculated on the following basis—

For any period of continuous employment prior to the 1st day of January 1997, an amount calculated on the basis of 13 weeks' long

service leave on full pay for each 15 years of continuous service, in accordance with the relevant award.

(c) In the case of an employee covered by the *Independent Schools Administrative and Technical Officers Award 1993* who, at the 1st day of January 1993, had not accrued an entitlement to long service leave, the employee's entitlement shall be calculated on the following basis—

For any period of continuous employment prior to the 1st day of January 1993, an amount calculated on the basis of 13 weeks' long service leave on full pay for each 15 years of continuous service.

(d) In the case of employees who have worked less than full-time during the accrual period, long service leave shall be paid at the rate of the average of hours worked over the accrual period.

(3) The expression "continuous service" includes any period during which the employee is absent on full pay from their duties, but does not include—

(a) Any period exceeding two weeks during which the employee is absent on leave without pay. In the case of leave without pay which exceeds eight weeks in a continuous period, the entire period of that leave is excised in full;

(b) Any service of an employee who resigns or is dismissed, other than service prior to such resignation or prior to the date of any offence in respect of which they are dismissed by the employer, when that prior service has actually entitled the employee to long service leave under this clause.

(4) Any entitlement to annual leave that falls due during the period of long service leave shall be recognised as extra leave and not included in the long service leave.

(5) Any public holiday which occurs during the period an employee is on long service leave shall be treated as part of the long service leave and extra days in lieu thereof shall not be granted.

(6) Where an employee has become entitled to a period of long service leave in accordance with this clause, the employee shall commence such leave as soon as possible after the accrual date, or in a manner mutually agreed between the employer and employee.

(7) Payment for long service leave shall be made—

(a) in full before the employee goes on leave, or

(b) by the normal fortnightly payment intervals; or

(c) by agreement between the employee and the employer.

(8) Where an employee has completed at least 7 years' service but less than 10 years' service and employment is terminated—

(a) by their death;

(b) in any circumstances, other than serious misconduct,

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

(9) In the case to which subclause (8) of this clause applies and in any case in which the employment of the employee who has become entitled to leave hereunder is terminated before such leave is taken or fully taken the employer shall, upon termination of employment otherwise than by death, pay to the employee and upon termination by death, pay to the personal representative of the employee upon request by the personal representative, a sum equivalent to the amount which would have been payable in respect of the period of leave to which they are entitled or deemed to have been entitled and which would have been taken but for termination. Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.

17.—ANNUAL LEAVE LOADING

(1) An annual leave loading shall be included in the final payment of ordinary wages made in December of each year to employees who have become entitled to annual leave in accordance with this Agreement.

(2) Subject to the annual leave or vacation leave provisions in Parts I through to VI of this Agreement, the annual leave loading shall be 17.5 per cent of four weeks' wages at the rate of pay applicable at the time of payment.

(3) If an employee commences after the beginning of first term in a calendar year then the leave loading shall be paid, proportionate to the length of service in that year, in December of that year, provided that the employee's contract of employment is continuing into the next calendar year.

18.—PUBLIC HOLIDAYS

(1) The following days, or the days observed in lieu shall, subject to subclause (3) of this clause, be allowed as holidays without deduction of pay namely: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day.

(2) (a) When any of the days mentioned in the subclause (1) of this clause falls on a Saturday or a Sunday the holidays shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or a Monday the holiday shall be observed on the next succeeding Tuesday.

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

(b) When any of the days observed as a holiday under this clause falls on a day when a school employee (see Part IV—Clause 39.—Classifications of this Agreement) is rostered off duty and is a day that the employee would normally have worked and he/she has not been required to work on that day, he/she shall be paid as if the day was an ordinary working day, or if he/she agrees, be allowed a day's leave with pay in lieu of the holiday at a time mutually acceptable to the employer and the employee.

(3) An employee who, on a day observed as a holiday under this clause is required to work during his/her ordinary hours of work shall be paid for the time worked at the rate of 2.5 times their ordinary rate or, if he/she agrees, be paid for the time worked at the rate of time and one-half and in addition be allowed to take a day's leave with pay on a day mutually acceptable to the employer and the employee.

(4) The provisions of this clause shall not apply to casual employees.

19.—CASUAL EMPLOYEES

(1) A casual employee shall be engaged on an hourly contract of service with a minium payment of—

(a) 2 hours; or

(b) 4 hours for school employees; or

(c) 1 day for an employee as defined in Clause 45.—Classifications of this Agreement.

(2) A casual employee shall be paid 20 per cent in addition to the rates prescribed for the work performed.

(3) A casual employee shall be paid for all work performed on any of the days prescribed in subclause (1) of Clause 18.—Public Holidays of this Agreement at the rate of double time and one-half.

(4) A casual employee is defined as an employee who is not employed on a regular basis and who is engaged by the employer for a period not exceeding four weeks in duration.

20.—PART-TIME EMPLOYEES

(1) Notwithstanding anything contained in this Agreement, employees may be regularly employed to work less hours per week or weeks per year than are prescribed in the applicable clauses of this Agreement, and such employees shall be remunerated at a weekly rate pro-rata to the rate prescribed for the classification of work on which they are engaged in the proportion which their hours of work bear to the Hours clause of this Agreement, for their classification and level of work.

(2) When an employee is employed under the provisions of this clause, he/she shall receive payment for annual/vacation leave, and sick leave on a pro-rata basis in the same proportion as the number of hours regularly worked each week bears to a full-time employee of the same classification.

21.—HIGHER DUTIES

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

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

22.—REST PAUSES AND MEAL BREAKS

(1) All employees shall be allowed a tea break of 10 minutes daily between the second and third hour from starting time each day. Such tea break shall be counted as time worked: provided that such employees responsible for supervising children continue such supervision during the said tea break.

(2) All employees shall be allowed a meal break of not less than 30 minutes nor more than one hour between the hours of 12.00 noon and 2.00pm. Such time shall not count as time worked.

(3) For employees classified in Part VI of this Agreement who are rostered on duty during meal times shall be entitled to a meal and shall be allowed sufficient time to have such meal.

23.—TRAVELLING AND MOTOR VEHICLE ALLOWANCES

(1) Where an employee is required and authorised to use his/her own motor vehicle in the course of his/her duties he/she shall be paid an allowance not less than that provided for in the schedules set out hereunder. Notwithstanding anything contained in this subclause the employer and the employee may make any other arrangement as to motor vehicle allowance not less favourable to the employee.

(2) Where an employee in the course of a journey travels through two or more of the separate areas, payment at the rates prescribed herein shall be made at the appropriate rate applicable to each of the separate areas traversed.

(3) A year for the purpose of this clause shall commence on the 1st day of July and end on the 30th day of June the next following year.

Rates of Hire for use of Employee's own Vehicle on Employer's Business

Schedule 1—Motor Vehicle Allowance

	Engine Displacement (in Cubic Centimetres)		
Rate per kilometre Area & Details	Over 2600cc	1600cc-2600cc	1600cc & Under
Metropolitan Area	57.3	50.4	43.9
South West Land Division	58.8	51.7	45.1
North of 23.5° South Latitude	65.1	58.0	50.4
Rest of the State	60.5	53.3	46.3

Motor vehicles with rotary engines are to be included in the 1600—2600cc category.

Schedule 2—Motor Cycle Allowances

Distance travelled during a year on Official Business	Rate Cents per Kilometre
All Areas of State	17.8

24.—LOCATION ALLOWANCES

(1) Subject to the provisions of this clause, in addition to the wages prescribed in this Agreement an employee shall be paid the following weekly allowances when employed in the towns described hereunder. Provided that where the wages are prescribed as fortnightly rates of pay, these allowances shall be shown as fortnightly allowances. These rates are subject to change from time to time in accordance with the Western Australian Catholic Schools (Enterprise Bargaining) Agreement No. 1 of 1996.

Town	Married Persons allowance $ per week	Single Persons allowance $ per week
Balgo Hills	144.10	72.05
Boulder	13.00	6.50
Beagle Bay	130.20	65.10
Billiluna	144.10	72.05
Broome	94.00	47.00
Carnarvon	40.40	20.20
Derby	98.00	49.00
Esperance	24.80	12.40
Gibb River	143.30	71.65
Kalgoorlie	13.00	6.50
Karratha	97.00	48.50
Kununurra	123.00	61.50
Lake Gregory	144.10	72.05
Lombadina	130.20	65.10
Port Hedland	90.60	45.30
Red Hill	115.80	57.90
Ringer Soak	144.10	72.05
Southern Cross	23.80	11.90
Tardun	17.40	8.70
Turkey Creek	130.20	65.10
Wyndham	120.00	60.00

(2) Except as provided in subclause (3) of this clause, an employee who has a dependant shall be paid double the allowance prescribed in subclause (1) of this clause.

(3) Where an employee

(a) is provided with board and lodging by his/her employer, free of charge; or

(b) is provided with an allowance in lieu of board and lodging such employee shall be paid 66 and two-third per cent of the allowances prescribed in subclause (1) of this clause.

(4) Subject to subclause (2) of this clause, junior employees, casual employees, part-time employees, apprentices receiving less than adult rate and employees employed for less than a full week shall receive that proportion of the location allowance as equates with the proportion that their wage for ordinary hours that week is to the adult rate for the work performed.

(5) Where an employee is on annual leave or receives payment in lieu of annual leave he/she shall be paid for the period of such leave the location allowance to which he/she would ordinarily be entitled.

(6) Where an employee is on long service leave or other approved leave with pay (other than annual leave) he/she shall only be paid location allowance for the period of such leave he/she remains in the location in which he/she is employed.

(7) (a) For the purpose of this clause "dependent" shall take on the definition as described by the Australian Taxation Office for such purposes.

(b) The income used as a dependency test shall be adjusted on 30 June each year in accordance with variations to the taxable limit for earnings for the dependent spouse rebate.

(8) Subject to the making of a General Order pursuant to section 50 of the Act, that part of each location allowance representing prices shall be varied from the beginning of the first pay period commencing on or after the 1st day of July of each year in accordance with the annual percentage change in the Consumer Price Index (excluding housing), for Perth measured to the end of the immediately preceding March quarter, the calculation to be taken to the nearest ten cents.

25.—SUPERANNUATION

(1) Employer Contributions

(a) An employer shall contribute to superannuation for each employee in accordance with federal legislation to one of the following approved superannuation funds—

(i) CONCEPT ONE—superannuation plan which was established and is governed by a trust deed and rules dated 23 September 1986, as amended; and

(ii) an exempted fund allowed by subclause (3) of this clause.

(b) Employer contributions shall be paid at least monthly for each week of service that the eligible employee completes with the employer.

(c) "Ordinary Time Earnings" means the salary or other remuneration periodically received by the employee in respect to the time worked in ordinary hours and/or any other rate paid for all purposes of this agreement to which the employee is entitled for ordinary hours of work.

(2) Fund Membership

(a) "Eligible Employee" shall mean a full-time or part-time employee who earns more than $450.00 per month.

(b) An employee shall not be eligible to join the fund until he/she has completed one month's satisfactory service. On completion of this period the employee shall be entitled to the appropriate employer contribution, from the date of the employee's commencement.

(3) Exemption

Exemptions from the requirements of this clause shall apply to an employer who at the date of this Agreement—

(a) was contributing to a superannuation fund, in accordance with an order of an industrial tribunal; or

(b) was contributing to a superannuation fund in accordance with an order, award or an agreement of an industrial tribunal, for a majority of employees and makes payment for employees covered by this Agreement in accordance with that order, award or agreement; or

(c) subject to notification to the Union, was contributing to a superannuation fund for employees covered by this Agreement where such payments are not made pursuant to an order of an industrial tribunal;

(d) was not contributing to a superannuation fund for employees covered by this Agreement; and

(i) written notice of the proposed alternative superannuation fund is given to the Union; and

(ii) contributions and benefits of the proposed alternative superannuation fund are no less than those provided by this clause; and

(iii) within one month of the notice prescribed in subparagraph (d)(i) of this subclause being given, the Union has not challenged the suitability of the proposed fund by notifying the Western Australian Industrial Relations Commission of a dispute.

(4) The employer shall provide such facilities as is appropriate to ensure that all employees are adequately informed of the provisions of the superannuation funds available.

26.—PAYMENT OF WAGES

(1) Wages shall be paid fortnightly or monthly.

(2) Accompanying each payment of wages shall be a pay advice slip to be retained by the employee. On this slip the employer shall clearly detail the employee's name, hourly rate, overtime, penalties, allowances, gross wage, deductions broken down to—

(a) taxation; and

(b) other

and the net wage.

(3) On termination of employment the employer shall pay to the employee all moneys payable to that employee before the employee leaves the premises or the same shall be forwarded to the employee by post on the following day.

27.—TIME AND WAGES RECORD

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

(a) Name of each employee.

(b) The nature of their work.

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

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

(e) The age of each junior employee.

Any system of automatic recording by machines shall be deemed to comply with this provision to the extent of the information recorded.

(2) The salary records shall be open for inspection by a duly accredited official of the Union during the usual office hours at the employer's office and the official may be allowed to take extracts therefrom.

(3) The employer may refuse the representative access to the records if—

(a) the employer is of the opinion that access to the records by the representative of the organisation would infringe the privacy of persons who are not members of the organisation; and

(b) the employer undertakes to produce the records to an Industrial Inspector within 48 hours of being notified of the requirement to inspect by the representative.

(4) The power of inspection may only be exercised by a representative of an organisation of employees authorised for the purpose in accordance with the rules of the organisation.

(5) Before exercising a power of inspection, the representative shall give reasonable notice of not less than 24 hours to an employer.

28.—RIGHT OF ACCESS, NOTICES AND INTERVIEWS

(1) Material approved by the Union will be displayed on a notice board or a mutually agreed location, which is easily accessible by employees.

(2) Every employee shall be provided with access to a copy of this Agreement by the employer.

(3) The Secretary of the Union or authorised representative will, on prior notification to the employer, have the right to enter the employer's premises during working hours, including meal breaks for the purpose of distributing information and or discussing with employees covered by this Agreement, the legitimate business of the Union and or for the purposes of investigating complaints concerning the application of this Agreement, but shall in no way unduly interfere with the work of the employees.

29.—DISPUTE SETTLING PROCEDURES

(1) The principles of conciliation and direct negotiation shall be adopted for the purpose of prevention and settlement of any questions, disputes or difficulties that may arise.

(2) The parties to the dispute shall take an early and active part in discussion and negotiation aimed at preventing or settling questions, disputes or difficulties in accordance with the agreed procedures set out hereunder.

(3) The provisions of this clause shall not preclude an employee from discussing any grievance with a Union representative or a representative of their choice as he/she deems fit. Neither shall the provisions of this clause pre-empt, limit or delay the right of the Union to enter into direct negotiations with the employer to resolve matters in dispute or to address matters of mutual concern.

(4) Procedure of Settlement of Disputes

(a) The employee and the employee's supervisor shall confer, identify the facts and where possible, resolve the issue.

(b) If not resolved, the employee and the employer shall confer and, where possible, resolve the issues.

(c) If not resolved, the parties to the dispute may confer with the parties to this Agreement on this matter, and where possible, resolve the issue.

(d) If the matter is still not settled, it may be referred to the Western Australian Industrial Relations Commission for conciliation/arbitration.

(5) Until the matter is resolved in accordance with the above procedure, the status quo shall remain. While the above procedure is being followed, no party shall be prejudiced as to the final settlement by the continuation of work in accordance with this procedure.

(6) It is acknowledged that if the dispute relates to an alleged ambiguity or uncertainty in this Agreement any party may at any time apply for variation of the Agreement to eliminate the alleged uncertainty or ambiguity.

PART III

TEACHER'S AIDES' / TEACHING ASSISTANTS

30.—HOURS

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

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

31.—WAGES

(1) The rate of wage payable to employees engaged in the classifications prescribed in Clause 32.—Classifications of this Agreement after the 22nd day of May 1997 shall be—

Step	Hourly Rate		Annual Rate	
	$	7.2%	$	7.2%
Step 1	10.04	10.76	17,020.00	18,245.44
Step 2	10.23	10.97	17,342.00	18,590.51
Step 3	10.43	11.18	17,681.00	18,954.03
Step 4	10.67	11.43	18,088.00	19,390.34
Step 5	10.96	11.75	18,580.00	19,917.76
Step 6	11.33	12.15	19,207.00	20,589.90
Step 7	11.64	12.48	19,732.00	21,152.70
Step 8	11.71	12.55	19,851.00	21,280.27
Step 9	12.02	12.89	20,377.00	21,844.14
Step 10	12.32	13.21	20,885.00	22,388.72
Step 11	12.51	13.41	21,207.00	22,733.90
Step 12	12.65	13.56	21,445.00	22,989.04
Step 13	13.25	14.20	22,469.00	24,086.77
Step 14	13.86	14.86	23,493.00	25,184.50
Step 15	14.46	15.50	24,519.00	26,284.37

Progression through the wages scale shall be by annual increment.

(2) A Teachers' Aide left in charge of pupils for a full session shall be paid at his/her ordinary rate plus 10 per cent for the period for which they are left in charge, provided that, if the period for which the employee is left in charge exceeds three days, they shall be paid at the ordinary rate plus 20 per cent for the whole period for which they are in charge, except where provided for in the Catholic Education Office Aboriginal Teaching Assistants Manual.

(3) (a)

Child Care Workers	$ (per hour)	7.2%
First year of experience	11.82	12.67
Second year of experience	13.00	13.94
Third year of experience	13.63	14.61
Fourth year of experience	14.26	15.29
Fifth year of experience	14.90	15.97

(b) An employee left in charge of pupils for a full session or more shall be paid no less than the rate applicable to a child care worker in their fifth year of employment for the whole period they are in charge, except where provided for in the Catholic Education Office Aboriginal Teaching Assistants Manual.

(4) An employee who has had previous experience relevant to employment covered by this Agreement may have that experience taken into account in determining the "year of employment" at which an employee is appointed and paid.

(5) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the employee into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being an employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

32.—CLASSIFICATIONS

Level One

Teachers' Aides in Primary Schools, Pre-Primary Schools or Pre-schools, Teaching Assistants, Home Economic Assistants, Physical Education Assistants.

Aboriginal Teaching Assistants.

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

Enter Step 1

Exit Step 5

Level Two

Aboriginal Teaching Assistants in secondary schools.

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

Enter Step 6

Exit Step 7

Aboriginal Teaching Assistants in Primary schools who have completed the Certificate of Educational Practice or equivalent accredited course.

Step 7

Level Three

Aboriginal Teaching Assistants in secondary schools who have completed the Certificate of Educational Practice.

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

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

Aboriginal Teaching Assistants on satisfactory completion of Certificate III in Education (Aboriginal & Torres Strait Islander)

Enter Step 8

Exit Step 10

Level Four

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

Teaching Assistants who have completed Certificate IV in Education (Aboriginal and Torres Strait Islander) or Certificate in Community Teaching as specified in the Aboriginal Teaching Assistants Programme Manual.

Step 11

Employees who have completed the Child Care Certificate, Diploma of Children Services (0-5 yrs), National Nursery Examination Board Certificate or other equivalent qualifications as agreed between the Union and the employer.

Aboriginal Teaching Assistants on satisfactory completion of the second year of Aboriginal Teachers' Training Course.

Teaching Assistants who have completed the Diploma in Education (Aboriginal and Torres Strait Islander) or the Associate Diploma in Community Teaching or one year of Bachelor of Arts (Education) as specified in the Aboriginal Teaching Assistants Manual.

Teachers' Assistants who have completed the Advanced Teacher Aide Certificate Special Needs.

Step 12

Level Five

Aboriginal Teaching Assistants who have completed a Diploma in Education (Aboriginal and Torres Strait Islander) or the Associate Diploma in Education (Community Teaching) and are working in specified schools as Community Teaching Associates.

Enter Step 13

Exit Step 15

33.—VACATION LEAVE

(1) Except as hereinafter provided an employee shall be allowed the holidays granted by the school in which he/she is employed, including term and Christmas vacations, without deduction of pay.

(2) Subject to the provisions of subclause (3) of this clause, each employee shall be paid his/her ordinary wages for any day on which he/she is relieved of the obligation to present himself/herself for work.

(3) An employee who is employed to work less than the full school year shall be entitled to payment at the ordinary rate of pay for or in lieu of the term and Christmas vacation periods related to that school year on the basis of one week's pay for each four weeks which the employee was employed to actually work in the school.

PART IV

SCHOOL EMPLOYEES

34.—HOURS

(1) Subject to this Agreement, the ordinary working hours for full-time employees shall be an average of 38 hours per week, to be worked in not more than 40 hours in any week, or eight in any day and shall be worked on any five days of the week.

(2) Subject to Clause 36.—Overtime of this Agreement, the spread of shift in any one day shall not exceed 12 and a ½ hours.

(3) In addition to meal breaks, there may be one break of at least two hours in each shift for kitchen and dining room employees.

(4) As the means of working a 38 hour week, a full-time employee who works 40 hours per week, shall be entitled to payment including shift and weekend penalties for the following days on which the employee shall not be required to attend for work—

(a) Three agreed days during the first school term vacation in each year.

(b) Two agreed days during each of the other school term vacations.

(c) Five agreed days during the Christmas vacation.

(5) In lieu of the provisions of subclause (4) of this clause and notwithstanding other provisions of this Agreement and by agreement between an employer and a majority of employees covered by this Agreement at a workplace, as a means of working a 38 hour week the following may apply—

(a) with at least seven days' notice to the Union by the employer, the hours of work may be arranged so that an employee works 76 hours over nine days each fortnight with the tenth day off on full pay; or

(b) with at least seven days' notice to the Union by the employer, the hours of work may be arranged so that an employee works 152 hours over 19 days in each four week period with one day off on full pay in conjunction with other day(s) off work; or

(c) by agreement with the Union, the hours of work may be arranged so as to provide any other form of implementation of a 38 hour week.

(6) (a) A part-time employee shall be given payment for the days referred to in subclauses (4) and (5) of this clause in the proportion that the hours worked each week bear to 40. A part-time employee shall be granted the days referred to in subclauses (4) and (5) of this clause in the proportion that the number of days worked each week bears to five.

(b) By agreement in writing between the employer and the employee, a part-time employee who works 30 hours per week or less may be paid for all hours worked at the 38 hour week rate in lieu of payment for the days prescribed in subclauses (4) and (5) of this clause.

(7) Subject to the provisions of subclause (4) of this clause, during the school vacation periods the employer shall be relieved of the obligation to provide work and the employee shall not be entitled to the payment of wages in respect of any such period during which no work is performed other than any period during which the employee is on annual leave or a public holiday where the public holiday falls on a day on which the employee would normally be employed to work. Provided that the maximum period covered by this subclause shall be four weeks (20 days) in any one year.

35.—ROSTERS

(1) A roster of the working hours shall be exhibited in the office of each school/college and in such other place as it may be conveniently and readily seen by each employee concerned.

(2) Such roster shall show—

(a) the name of each employee; and

(b) the hours to be worked by each employee each day and the breaks in shifts to be taken.

(3) (a) The roster in the office shall be open for inspection by a duly accredited representative of the Union at such times and place as the record book is so open for inspection.

(b) A duly accredited representative of the Union shall be permitted to inspect the roster available to the employees not more than once in any week during the times the record book is so open for inspection.

(4) Such roster shall be drawn up in such manner as to show the hours of each employee for one week in advance of the date of the roster, and may only be altered on account of the sickness or absence of an employee, or on account of any contingency that the employer could not reasonably foresee, or due to private arrangement between the employees themselves.

36.—OVERTIME

(1) All work done outside the daily spread of hours provided in Clause 34.—Hours of this Agreement, or beyond eight hours in any one day or beyond 40 hours in any one week shall be deemed overtime.

(2) Overtime shall be paid for at the rate of time and one-half for the first two hours and double time thereafter provided that all overtime worked on Saturday and Sunday shall be paid for at the rate of double time.

(3) All work performed by any employee on his/her rostered days off or on days worked in excess of those provided in Clause 34.—Hours of this Agreement, shall be paid for at the rate of double time except where such day is a public holiday when double time and one-half shall be paid.

(4) Any employee recalled to work after his/her normal hours of duty shall be paid for a minimum of three hours at overtime rates and for all reasonable expenses incurred in returning to work.

37.—WEEKEND WORK

(1) All ordinary hours of work performed between midnight on Friday and midnight on Sunday shall be paid for at the rate of time and one-half.

(2) General Conditions

(a) Junior employees may be employed in the proportion of one junior to every two or fraction of two not being less than one adult employee employed in the same occupation, provided that this ratio may be altered by written agreement between the Union and the employee concerned.

(b) Senior employees other than the Head Groundsperson and leading hands appointed as such by the employer to be in charge of three or more other employees shall be paid $16.50 per week in addition to the rates prescribed herein.

(3) For all work done on any day after a break referred to in subclause (3) of Clause 34.—Hours of this Agreement, the employee shall be paid an allowance of $1.06 per hour for each such hour worked.

(4) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the employee into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being an employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

38.—WAGES

(1) The minimum weekly rates of wage payable from the beginning of the first pay period commencing on or after the 22nd day of May 1997 shall be—

	Minimum Hourly Rate $	7.2%	Minimum Annual Rate $	7.2%
Level 1 Cleaner	10.22	10.96	20,269.37	21,728.81
Level 2 Domestic employees including—Kitchen Attendant/Canteen Assistant House Attendant Dining Attendant Laundry Attendant Sewing Attendant	10.40	11.14	20,618.84	22,103.32
Level 3 Cooks (Other)	10.51	11.27	20,837.92	22,338.04
Level 4 Groundsperson	10.73	11.50	21,270.84	22,802.26
Level 5 First Cook Grade 1 or Cook working alone Groundsperson / Handyperson Grade 1 Sewing Supervisor	10.95	11.74	21,708.99	23,272.22
Level 6 Groundsperson / Handyperson, Grade 2 First Cook, Grade 2	11.17	11.98	22,141.92	23,735.92
Level 7 Senior Groundsperson/ Handy person Tradesperson Cook	11.61	12.45	23,012.99	24,670.11
Level 8 Head Groundsperson	13.81	14.80	27,363.13	29,333.21

(2) Junior Employees: Junior employees shall receive the following percentages of the adult rate for the class of work on which they are engaged.

	%
Under 16 years of age	60
16 to 17 years of age	70
17 to 18 years of age	80

(3) General Conditions

(a) Junior employees may be employed in the proportion of one junior to every two or fraction of two not being less than one adult employee employed in the same occupation, provided that this ratio may be altered by written agreement between the Union and the employer concerned.

(b) Senior employees other than the Head Groundsperson and leading hands appointed as such by the employer to be in charge of three or more other employees shall be paid $16.50 per week in addition to the rates prescribed herein.

(4) For all work done on any day after a break referred to in subclause (3) of Clause 34.—Hours of this Agreement, the employee shall be paid an allowance of $1.06 per hour for each such hour worked.

(5) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the employee into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

39.—CLASSIFICATIONS

Head Groundsperson: Shall mean a person in charge of the grounds of a large school who would be responsible for the supervision of all grounds staff. The person would have qualifications and/or experience in horticulture, preparation of turf wickets and lawn tennis courts, and could have the responsibility for a full size swimming pool.

Senior Groundsperson/Handyperson: Shall mean a person in charge of the grounds of a small school or section of a large school and who has completed an apprenticeship in horticulture or other relevant horticultural qualifications or who has substantial relevant experience within the horticultural or related industries to such an extent as would justify Grade 2 status. This person's duties would also consist of maintenance and minor repairs to external and internal fitments, equipment or outdoor furniture. Would have at least one full-time equivalent groundsperson under supervision. The senior groundsperson/handyperson could have responsibility for the maintenance of a swimming pool and lawn tennis courts, or equivalent levels of responsibility.

Groundsperson/Handyperson (Grade 2): Shall mean a person whose principal duties include tending a garden and grounds. This person's duties would also consist of maintenance and minor repairs to external and internal fitments, equipment or outdoor furniture. This person would work alone in a small school.

Groundsperson/Handyperson (Grade 1): Shall mean a person whose principal duties include tending a garden and grounds or part of a garden and grounds. This person's duties would also consist of maintenance and minor repairs to external and internal fitments, equipment or outdoor furniture. This person would work under the supervision.

Groundsperson: Shall mean an employee whose principal duties shall consist of tending a garden and grounds, working under supervision or working in a small school under the direction of the principal or bursar.

First Cook (Grade 2): Shall mean a person who is appointed as the senior cook in a school, who holds formal qualifications in cooking/catering or who has substantial relevant experience within the catering or related industries to such an extent as would justify Grade 2 status. A person without qualification would normally require a minimum of five years' experience to justify such status. This person could be required to supervise other staff and assist with the ordering of catering supplies.

First Cook (Grade 1): Shall mean a person appointed as First Cook or Cook Working Alone who does not have the qualifications or equivalent experience required for classification of First Cook (Grade 2).

Tradesperson Cook: Shall mean a First Cook, Grade 2 who has completed an apprenticeship in cooking, baking or pastry cooking.

40.—UNIFORMS

Where an employee is required by the employer to wear special clothing, such clothing shall be provided and laundered by the employer at his/her expense. Provided that alternative arrangements in respect of the supply and laundering of clothing may be made by agreement between an employer and the Union.

41.—PROTECTIVE CLOTHING

(1) Where employees are required to work in water they shall be supplied with rubber boots.

(2) Employees required to clean toilets, use acids, wash dishes, handle detergents, acids, soaps or injurious substances shall be provided with rubber gloves.

(3) Where the conditions of work are such that employees are unable to avoid their clothing becoming wet or dirty, they shall be supplied with suitable protective clothing free of charge by the employer.

(4) Where suitable protective clothing is supplied by the employer to an employee such clothing and footwear shall remain the property of the employer.

PART V

ADMINISTRATIVE AND TECHNICAL OFFICERS

42.—HOURS

(1) The ordinary hours of duty for a full-time employee shall be 37.5 hours per week Monday to Friday inclusive and the hours of duty per day shall be fixed by agreement between the employee and the employer. A full-time employee works a minimum of 40 weeks per year.

(2) In the absence of any agreement reached in accordance with subclause (1) of this clause, the following hours of duty shall apply—

The ordinary hours of duty shall not exceed 37.5 hours per week and shall be worked on Monday to Friday, between the hours of 8.00am and 5.00pm.

(3) The employee shall be allowed a meal break of not less than thirty minutes, nor more than one hour, to be taken between the hours of twelve noon and 2.00pm.

(4) All time worked at the direction of the employer before the usual starting time or after the usual finishing time, or beyond 7.5 hours in any one day, or outside the spread of hours as prescribed under subclause (1) or (2) of this clause, shall be deemed overtime and shall, at the discretion of the employee, be paid for at the employee's ordinary rate of pay or be given paid time off in lieu equivalent to the time worked. The time in lieu taken in accordance with this subclause shall be at such time as is agreed between the employee and the employer.

(5) During the school vacation periods or any part thereof during which an employee cannot be usefully employed, the employer shall be relieved of the obligation to provide work and the employee shall not be entitled to the payment of salary in respect of any such period during which no work is performed other than any period during which the employee is on annual leave or a public holiday where the public holiday falls on a day on which the employee would normally be employed to work. Provided that the maximum period covered by this subclause shall be eight weeks in any one year.

43.—ANNUAL LEAVE

(1) An employee who has completed 12 months' continuous service or who has been employed for a minimum of 40 weeks in a calendar year shall be entitled to a minimum of 4 weeks' paid annual leave.

(2) All time for which the school is closed due to vacation leave shall count for the purpose of determining an employee's right to payment under this clause.

(3) Leave may be taken at a time agreed to between the employer and the employee.

(4) If after four weeks' continuous service in any qualifying period an employee lawfully leaves his/her employment or his/her employment is terminated by the employer through no fault of the employee, the employee shall be paid salary in

lieu of annual leave proportionate to their length of service calculated to the nearest completed week of service.

(5) If an employee's commencement is after 1 January, then, by agreement between the employer and the employee, the employee may be granted pro-rata annual leave to the end of the calendar year. Subsequent years of employment can commence on 1 January.

(6) If any award holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there shall be added to that period one day, being an ordinary working day, for each such holiday observed as aforesaid.

44.—SALARIES

(1) (a) The minimum annual salary, according to classification and experience, payable to an employee after the 22nd day of May 1997 shall be—

Salary Level	Total Salary $ Per Annum	7.2%
LEVEL 1	19,751	21,173.07
	20,001	21,441.07
	20,251	21,709.07
	20,501	21,977.07
	20,751	22,245.07
	21,001	22,513.07
LEVEL 2	21,751	23,317.07
	22,251	23,853.07
	22,751	24,389.07
	23,251	24,925.07
	23,751	25,461.07
	24,251	25,997.07
LEVEL 3	25,251	27,069.07
	25,851	27,712.27
	26,451	28,355.47
	27,051	28,998.67
	27,651	29,641.87
	28,251	30,285.07
LEVEL 4	26,751	28,677.07
	27,751	29,749.07
	28,751	30,821.07
	29,751	31,893.07
	30,751	32,965.07
	31,751	34,037.07

(b) On appointment an employee shall be placed at the appropriate salary level according to full-time experience and the classifications as prescribed in Clause 45.—Classifications of this Agreement.

(c) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the employee into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being an employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

(d) An employee appointed to a salary rate shall proceed by annual increments to the maximum of that classification level.

(e) If during progression through the salary steps, and within an appropriate time frame prior to the employee's next annual increment, the employer considers such increment to be inappropriate due to work performance and as such does not recommend or authorise further progression, then the employer shall state the reasons in writing to the employee concerned.

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

(ii) If the improvement required is achieved, then the employee shall then proceed to his/her appropriate salary level.

(f) An employee shall only progress from one level to another in accordance with the provisions as prescribed in Clause 45.—Classifications of this Agreement.

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

(h) For the purposes of determing weekly or fortnightly salary, the annual salaries as prescribed in subclause (1) of this clause, shall be divided by 52.16 or 26.08 respectively.

(i) Where the conditions of employment of any employee are subject to the provisions of subclause (5) of Clause 42.—Hours of this Agreement, salary shall be averaged over the period of a full year.

(2) Junior Classification

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

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

45.—CLASSIFICATIONS

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

(1) Level 1.

(a) An employee at this level requires no prior experience or formal qualifications in the performance of the job and works under direct supervision.

(b) Examples of positions which may appropriately be classified as Level 1—

General clerical assistant, switchboard operator, word processing operator, data entry operator, laboratory attendant, school secretary and any assistant employed within the terms of Clause 4.—Scope of the *Independent Schools Administrative and Technical Officers Award 1993*.

(2) Level 2.

(a) An employee at this level performs duties under general supervision, may have acquired some relevant qualifications and is competent in the performance of tasks associated within Level 1 positions.

(b) Examples of positions which may appropriately be classified as Level 2, in addition to those prescribed for Level 1, are as follows—

Library assistant, laboratory assistant, accounts clerk, word processing operator, data process operator, secretarial duties, receptionist/switchboard operator and school secretary.

(3) Level 3.

(a) An employee at this level works as a competent skilled autonomous employee and has knowledge, skills and demonstrated capacity to undertake complex tasks. The employee is likely to have TAFE/TERTIARY or equivalent qualifications.

(b) Examples of positions which may appropriately be classified as Level 3—

Technician employed in the audio visual, computer, media, library or laboratory departments and/or any other technician employed in the school, secretary, bookkeeper, computer system supervisor, senior clerk or senior computer operator, accounts, records and school secretary.

(4) Level 4.

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

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

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

Assistant bursar and/or registrar, senior finance employee, senior laboratory

technician, school and/or principal's secretary in a secondary school and office manager with supervisory duties.

PART VI

(BOARDING HOUSE) SUPERVISORS

46.—HOURS

(1) Subject to this Agreement, the working days and hours of duty shall be determined by written agreement between the employer, the employee and the Union.

(2) In the event of no agreement being reached in regard to hours of duty then the matter may be referred to the Western Australian Industrial Relations Commission for determination.

47.—ROSTERS

(1) The hours of duty for each employee shall be set out in a roster which shall contain the following details—

(a) the name of the employee/s;

(b) the starting and finishing times of each employee's shift, including any breaks which may be required during such shift;

(c) the day/s on which each employee is off duty.

(2) Such rosters shall be drawn up and posted one week in advance and may only be altered by agreement between the employer and the employee concerned.

(3) Where agreement cannot be reached, pursuant to subclause (2) of this clause, the employer may change the roster provided that not less than twelve hours' notice of such change is given to any employee so affected.

48.—VACATION LEAVE

(1) Except as hereinafter provided, an employee shall be allowed the holidays granted by the school in which they are employed, including term and Christmas vacations, without deductions of pay. An employee may be required for duty prior to the beginning of each term and following the end of each term for the purposes of preparing for the opening and/or closure of the boarding house.

(2) If after four weeks' continuous service in any calendar year an employee lawfully terminates employment or such employment is terminated by the employer through no fault of the employee, the employee shall be paid salary in lieu of vacation leave proportionate to the length of service. Provided that an employee who was actually engaged for all school terms in that calendar year shall be entitled to be paid for the whole of the vacation period of that year.

(3) Where an employee has been paid for leave which at the time of termination has not been fully accrued, the employer may deduct from any monies owed, that portion to which the employee is not entitled. Where the employment of an employee is terminated by the employer prior to the attainment of the accrued vacation leave, then the provisions of this subclause shall not apply.

(4) At any time in respect of which an employee is absent from work except time for which the employee is entitled to claim sick leave or leave provided for in the terms of this Agreement, shall not count for the purpose of determining the rights to vacation leave.

49.—SALARIES

(1) The minimum annual salary payable to employees after the 22nd day of May 1997 shall be as follows—

(a) Supervisor—

Salary Level	Total Salary $ Per Annum	7.2%
1st year of experience	19,957	21,393.90
2nd year of experience	20,726	22,218.27
3rd year of experience	21,751	23,317.07
4th year of experience	22,776	24,415.87
5th year of experience	23,801	25,514.67
6th year of experience	24,826	26,613.47

(b) Senior Supervisor—

1st year of experience	26,364	28,262.20
Thereafter	27,901	29,909.87

(c) Houseparent—

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

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

(3) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the employee into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being an employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

50.—CLASSIFICATIONS

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

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

(3) "Relief Supervisor"—shall mean an employee employed as per the boarding house roster for a period no exceeding four weeks.

(4) "Senior Supervisor"—shall mean any employee who is responsible for the overall supervision of the boarding house.

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

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

51.—LODGING CONDITIONS

(1) Lodging facilities are to be provided free of charge for any employee required to sleep over in a boarding house.

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

52.—GENERAL CONDITIONS

The employer shall make provision for the following—

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

(2) Access by employees to telephone facilities for emergency use.

PART VII

NURSES

53.—TIME OFF DUTY

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

54.—VACATION LEAVE

(1) Except as hereinafter provided, an employee shall be allowed the leave granted by the school in which he/she is employed without deduction of pay: Provided that such leave shall be not less than six weeks during Christmas vacation nor ten days during each of the term vacations.

(2) If after one month's continuous service in any qualifying twelve monthly period an employee terminates his/her employment or his/her employment is terminated by the employer through no fault of the employee, the employee shall be paid for such proportion of vacation leave as the number of

completed months of his/her service in that qualifying period bears to the full qualifying period of twelve months.

(3) Any time in respect of which an employee is absent from work except time for which he/she is entitled to claim sick leave or time spent on school holidays or vacation leave as prescribed by this clause shall not count for the purpose of determing his/her rights to paid leave.

(4) An employee who is justifiably dismissed for misconduct shall not be entitled to the benefits of the provisions of this clause.

(5) No employee shall, during any period when he/she is on leave engage in any employment for hire or reward in substitution for the employment from which he/she is on leave, and if an employee breaches this provision he/she shall thereupon forfeit his/her right of leave upon which he/she has entered, and the employer shall be entitled to withhold any further payment in respect of the period and to reclaim payments already made on account of such period of leave.

(6) This clause shall not apply to casual employees.

55.—WAGES

(1) The minimum rate of wages payable to employees covered by this Agreement after the 22nd day of May 1997 shall be as follows—

	HOURLY RATE		TOTAL RATE		ANNUAL RATE
		7.2%	$ Per Week	7.2%	$
1st Year	12.83	13.75	487.60	522.70	27,264.03
2nd Year	13.45	14.41	511.10	547.89	28,577.94
3rd Year	14.07	15.08	534.70	573.19	29,897.59
4th Year	14.69	15.74	558.30	598.49	31,217.23
5th Year	15.31	16.41	581.90	623.79	32,536.88
6th Year	15.93	17.07	605.50	649.09	33,856.53
7th Year	16.55	17.74	629.00	674.28	35,170.44
8th Year	17.17	18.40	652.60	699.58	36,490.09

(2) Progression through the abovementioned scale shall be by annual increments.

(3) Where an employee is appointed to the position of Nurse, previous relevant nursing experience in an independent school or at a similar level, shall be taken into account in determining the appropriate incremental level. Experience shall include time spent in relevant post basic courses.

(4) Nurse shall mean one who is registered or entitled to be registered as a general trained nurse in Western Australia under the *Nurses Act, 1968—1980.*

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

(6) On application by the employee and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the nurse into an approved superannuation fund nominated in accordance with the provisions of Clause 25.—Superannuation of this Agreement, and not being an employer contribution to superannuation paid in accordance with either federal legislation or an employer's contributory superannuation fund.

56.—LAUNDRY AND UNIFORMS

(1) Where an employee is required by the employer to wear a special uniform, sufficient uniforms shall be provided at the employer's expense. In lieu of providing uniforms, the employer shall pay an allowance of $4.70 per week to the employee.

(2) Uniforms shall be a laundered free of cost to employees. Where the uniforms of an employee cannot be laundered by the school an allowance of $1.50 per week shall be paid to the employee.

(3) For the purpose of this paragraph a uniform shall be deemed to be "required" unless the employer advises the employee that the wearing of uniforms is not a condition of employment.

57.—BOARD AND LODGING

(1) The charge for full board and lodging provided to an employee by the employer shall be $9.00 per night.

(2) Where the employer provides meals only to an employee the following charges shall apply—

	$
Lunch and dinner	3.50
Breakfast	2.00

(3) An accredited representative of The Australian Nursing Federation, Industrial Union of Workers, Perth, shall be entitled to inspect such food and accommodation at reasonable times.

(4) An employee shall not be charged for board and lodging when absent from the school for more than one day on annual leave, sick leave, long service or leave without pay.

(5) By agreement with the employee the amounts prescribed in subclauses (1) and (2) of this clause may be deducted from the salary of the employee.

(6) Future increases in board and lodging charges shall be adjusted in accordance with increases awarded under the current principles of wage fixation.

APPENDIX A

PARTIES BOUND

Employer Party

Trustees of The Christian Brothers in WA Inc
"Westcourt"
53 Redmond Street
Manning WA 6152

Union Parties

Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch
61 Thomas Street
Subiaco WA 6008

The Australian Nursing Federation, Industrial Union of Workers Perth
Level 2
322 Hay Street
Subiaco WA 6008

The Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers
143 Edward Street
East Perth WA 6004

APPENDIX B

AWARDS

Independent Schools Administrative and Technical Officers Award 1993, No. A 15 of 1991

Independent Schools (Boarding House) Supervisory Staff Award, No. A 9 of 1990

Nurses' (Independent Schools) Award, No. 21B of 1962

School Employees (Independent Day & Boarding Schools) Award, 1980, No. R7 of 1979

Teachers' Aides' (Independent Schools) Award 1988, No. A27 of 1987

ENDORSEMENTS

Signed for and on behalf of—

The Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers	T. Howe
The Australian Nursing Federation, Industrial Union of Workers, Perth	H.G. Atrill
Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch	H. Creed
Trustees of The Christian Brothers in WA Inc	Br Tony Shanahan