

Independent Schools (Boarding House) Supervisory Staff Award

1. - TITLE

This award shall be known as the Independent Schools (Boarding House) Supervisory Staff Award.

1B. - MINIMUM ADULT AWARD WAGE

- (1) No employee aged 21 or more shall be paid less than the minimum adult award wage unless otherwise provided by this clause.
- (2) The minimum adult award wage for full-time employees aged 21 or more working under an award that provides for a 38 hour week is \$746.90 per week.

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

The minimum adult award wage is payable on and from the commencement of the first pay period on or after 1 July 2019.

- (3) The minimum adult award wage is deemed to include all State Wage order adjustments from State Wage Case Decisions.
- (4) Unless otherwise provided in this clause adults aged 21 or more employed as casuals, part-time employees or piece workers or employees who are remunerated wholly on the basis of payment by result, shall not be paid less than pro rata the minimum adult award wage according to the hours worked.
- (5) Employees under the age of 21 shall be paid no less than the wage determined by applying the percentage prescribed in the junior rates provision in this award (if applicable) to the minimum adult award wage, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the *Minimum Conditions of Employment Act 1993*.
- (6) The minimum adult award wage shall not apply to apprentices, employees engaged on traineeships or government approved work placement programs or employed under the Commonwealth Government Supported Wage System or to other categories of employees who by prescription are paid less than the minimum award rate, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the *Minimum Conditions of Employment Act 1993*.
- (7) Liberty to apply is reserved in relation to any special category of employees not included here or otherwise in relation to the application of the minimum adult award wage.
- (8) Subject to this clause the minimum adult award wage shall –
 - (a) Apply to all work in ordinary hours.
 - (b) Apply to the calculation of overtime and all other penalty rates, superannuation, payments during any period of paid leave and for all purposes of this award.
- (9) Minimum Adult Award Wage

The rates of pay in this award include the minimum weekly wage for employees aged 21 or more payable under the 2019 State Wage order decision. Any increase arising from the insertion of the minimum wage will be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to enterprise agreements, consent

awards or award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

(10) Adult Apprentices

- (a) Notwithstanding the provisions of this clause, the minimum adult apprentice wage for a full-time apprentice aged 21 years or more working under an award that provides for a 38 hour week is \$638.20 per week.
- (b) The minimum adult apprentice wage for a full-time apprentice aged 21 years or more working under an award that provides for other than a 38 hour week is calculated as follows: divide \$638.20 by 38 and multiply by the number of ordinary hours prescribed for a full time apprentice under the award.
- (c) The minimum adult apprentice wage is payable on and from the commencement of the first pay period on or after 1 July 2019.
- (d) Adult apprentices aged 21 years or more employed on a part-time basis shall not be paid less than pro rata the minimum adult apprentice wage according to the hours worked.
- (e) The rates paid in the paragraphs above to an apprentice 21 years of age or more are payable on superannuation and during any period of paid leave prescribed by this award.
- (f) Where in this award an additional rate is expressed as a percentage, fraction or multiple of the ordinary rate of pay, it shall be calculated upon the rate prescribed in this award for the actual year of apprenticeship.

2. - ARRANGEMENT

- 1. Title
- 1B. Minimum Adult Award Wage
- 2. Arrangement
- 3. Area
- 4. Scope
- 5. Definitions
- 6. Contract of Service
- 7. Hours of Duty
- 8. Rosters
- 9. Part-Time Supervisors
- 10. Meals
- 11. Salaries
- 12. Holiday and Vacation Leave
- 13. Long Service Leave
- 14. Sick Leave
- 15. Bereavement Leave
- 16. Parental Leave
- 17. Leave Without Pay
- 18. Carer's Leave
- 19. Special Leave
- 20. Travelling Allowances
- 21. Lodging Conditions
- 22. Location Allowances
- 23. General Conditions
- 24. Salary Record
- 25. Inspection of Records

26. Right of Entry
27. Protective Clothing
28. Higher Duties
29. Superannuation
30. Consultative Provisions
31. Redundancy Provisions

Appendix - Resolution of Disputes Requirement
Schedule A. - Salaries (ASNA)
Schedule B. - Parties

3. - AREA

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

4. - SCOPE

This Award applies to Independent Schools with boarding houses and their employees who directly supervise or who are responsible for the supervision of, the educational, recreational and personal general welfare of students in or about a boarding house and shall include those supervisory duties outside a boarding house that are from time to time directed by the employer, but shall not include those persons employed as cleaners, caretakers, kitchen and canteen staff, laundry staff, nursing staff, grounds staff, and those employees primarily employed as teachers or to a member of a religious order unless it is so stated in a written contract of employment between that person and the employer.

This Award shall not apply to volunteer tutors and volunteer resident assistants, whose role it is to provide management support and to oversee students whilst under supervision, in return for which free board and lodging is provided.

5. - DEFINITIONS

- (1) "Houseparent" - shall mean any supervisor who works under the direct supervision of a resident teacher or supervisor, is a 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. Unless explicitly stated to the contrary, conditions for houseparents are the same as for a supervisor.
- (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 not exceeding four consecutive weeks, at the same school.
- (4) "Senior Supervisor" - shall mean any employee who is responsible for the overall supervision of the boarding school.
- (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 4. - Scope, of this award.
- (7) "Union" - shall mean The Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers.
- (8) "Temporary Supervisor" shall mean any person engaged as a full-time or part-time replacement supervisor, provided that the period of engagement of a temporary supervisor shall be not less than twenty consecutive working days and not more than a period of twelve months except where the substantive

supervisor on unpaid leave is granted an extension the temporary supervisor's engagement may be extended for the period of the extension.

- (9) "Continuous Service" shall include full-time, part-time and temporary service, paid leave and unpaid leave of less than two (2) consecutive weeks, with the same employer.

6. - CONTRACT OF SERVICE

- (1) Each employee shall, upon engagement, be given a letter of appointment wherein the general conditions of the appointment are stated.
- (2) The letter of appointment shall not contain any provision which is inconsistent with or contrary to any provision of this award.
- (3) Except in the case of a relief supervisor, the termination of the service of any supervisor shall require a minimum period of notice as set out below:

(a) Employer's period of notice	
Supervisor's period of continuous service	Employer's period of Notice
Up to 3 years	at least 2 weeks
More than 3 years but less than 5 years	at least 3 weeks
More than 5 years	at least 4 weeks

If the supervisor is over 45 years of age and has served at least two (2) years of continuous service this notice is to be increased by one (1) week.

- (b) Supervisor's period of notice
Termination of service by a supervisor shall require a minimum of two (2) weeks' notice.
- (c) Failure to give the required notice shall make that party liable to forfeiture of payment to the other party of an amount equivalent to that period of notice not given or served.
- (d) The requirements of this subclause may be waived in part or whole by mutual agreement between the supervisor and the employer.
- (4) The engagement of a relief supervisor shall be by the shift and where the period exceeds five consecutive shifts as rostered, the notice of termination required shall be one day. Where the employment is for five consecutive shifts or less, as rostered, the notice of termination shall not be required.
- (5) Nothing in this clause shall prevent the employer from dismissing any employee summarily for gross misconduct; in which case the employee shall be paid all entitlements up to the time of dismissal only.

- (6) Except by written approval of the employer to do otherwise, an employee provided with accommodation by the employer, shall be required to vacate such accommodation on the date employment ceases and at other times indicated in the employee's letter of appointment. Where notice is not given pursuant to this clause, adequate time shall be available to the employee to vacate such accommodation.

7. - HOURS OF DUTY

- (1) Subject to this award, 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.

8. - 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), the employer may change the roster provided that not less than twelve hours notice of such change is given to any employee so affected .

9. - PART TIME EMPLOYEES

- (1) Notwithstanding anything contained in this award, a part time employee may be employed for less hours per week than are usually worked in the boarding house by a full time employee.
- (2) A part time employee shall be paid salary and receive payment for vacation leave, sick leave and long service leave, at a rate in proportion that the employee's hours bear to the usual full time hours per week at that boarding house.

10. - MEALS

An employee rostered on duty during meal times shall be entitled to a meal and shall be allowed sufficient time to have such meal.

11. - SALARIES

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

Total Salary
\$ per Annum

1st year of experience	40840
2 nd year of experience	41674
3 rd year of experience	42786
4 th year of experience	43897
5 th year of experience	45261
6 th year of experience	46399

(b) Senior Supervisor

	Total Salary \$ per Annum
1st year of experience	47989
Thereafter	49696

(c) Relief Supervisor

- (i) A relief supervisor shall be paid per rostered shift at a rate calculated at step 6 of paragraph (a) of this subclause, divided by 200.
- (ii) A relief houseparent shall be paid per rostered shift at a rate calculated at step 5 of paragraph (a) of this subclause, divided by 200.

(d) 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.

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

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

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

- (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.

12. - HOLIDAY AND VACATION LEAVE

- (1) Except as hereinafter provided, a supervisor shall be allowed the holidays granted by the school in which he/she is employed, including term and Christmas vacations, without deduction of pay. A supervisor 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 one week's continuous service in any calendar year a supervisor lawfully terminates his/her employment or his/her employment is terminated by the employer through no fault of the supervisor, the supervisor shall be granted salary instead of vacation leave proportionate to his/her length of service. Provided that a supervisor who was actually engaged for all four terms in that calendar year shall be entitled to be paid for the whole of the vacation period of that year.
- (3)
 - (a) Where a supervisor 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 supervisor is not entitled.
 - (b) Where the employment of a supervisor is terminated by the employer prior to the attainment of the accrued vacation leave, then the provisions of this subclause shall not apply.
- (4) A supervisor on paid leave shall accrue an entitlement to payment under this clause.
- (5)
 - (a) A leave loading equivalent to 17.5 per cent of four weeks' salary shall be paid to a supervisor, including a part-time or temporary supervisor, who has completed twelve months' continuous service with the employer or who has been employed for all four terms in a calendar year.
 - (b) The loading shall be paid in the final pay in December of that year.
 - (c) If the service of a supervisor commences after the beginning of first term in a calendar year then by agreement between the employer and the supervisor, the leave loading may be paid, proportionate to the length of service in that year, in December of that year.
- (6)
 - (a) Provided that and subject to (b) of this subclause, instead of the provisions of subclause (1) of this clause, a Houseparent shall be entitled to a minimum of four weeks' paid vacation leave for each period of 12 months' service.
 - (b) Any supervisor who as at 31 May 1994 was being paid throughout school vacation periods shall not have that benefit reduced.

13. - LONG SERVICE LEAVE

- (1) Subject to subclause (3):
 - (a) A supervisor who has completed ten (10) years' continuous service with an employer shall be entitled to ten (10) weeks' paid long service leave.
 - (b) For each subsequent period of ten (10) years' service a supervisor shall be entitled to an additional ten (10) weeks' paid long service leave.
 - (c) On termination of the supervisor's employment in any circumstances otherwise than for gross misconduct the supervisor shall be entitled to payment of long service leave in respect of the number of years' service with the employer completed since the supervisor last became entitled to an amount of long service leave of a proportionate amount on the basis of ten (10) weeks' for ten (10) years' service.

- (2) For any period of continuous employment prior to 1 January 2003, a supervisor shall accrue an entitlement to long service leave calculated on the basis of 13 weeks' long service leave on full pay for each 15 years of continuous service.
- (3) The expression "continuous service" does not include:
 - (a) Any period exceeding two weeks during which the supervisor 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 a supervisor who resigns or is dismissed, other than service prior to such resignation or prior to the date of any offence in respect of which he/she is dismissed by the employer, when that prior service has actually entitled the person to long service leave under this clause.
- (4) Subject to subclause (6) of this clause, term and Christmas holidays observed by the school shall be recognised as extra leave and not included in the long service leave.
- (5) Any public holiday which occurs during the period a supervisor is on long service leave shall be treated as part of the long service leave and extra days shall not be granted.
- (6) Where a supervisor has become entitled to a period of long service leave in accordance with this clause, the supervisor shall commence such leave as soon as possible after the accrual date in a manner mutually agreed between the employer and the supervisor.
- (7) Payment for long service leave shall be made in full before the supervisor goes on leave or by agreement between the supervisor and the employer, at the same time as the supervisor's salary would have been paid if the supervisor had remained at work in which case the payment shall be made by arrangement between the supervisor and the employer.
- (8) Where a supervisor has completed at least seven (7) years' service but less than ten (10) years' service and employment is terminated:
 - (a) by the supervisor's death; or
 - (b) in any circumstances, otherwise than serious misconduct;the amount of leave shall be such proportion of ten (10) weeks' leave as the number of completed years of such service bears to ten (10) years.
- (9) In the case to which subclause (8) of this clause applies and in any case in which the employment of the supervisor 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 supervisor and upon termination of employment by death, pay to the personal representative of the supervisor 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/she is entitled or deemed to have been entitled and which would have been taken but for such termination.

Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.
- (10) Where the continuous service of a supervisor during the accrual period contains any period where the supervisor's hours were less than those of a full-time supervisor the supervisor's entitlement shall be calculated as follows:
 - (a) the number of weeks accrued shall be in accordance with subclause (1) above, and
 - (b) payment for the leave taken shall be the average that the supervisor's hours bears to those of a full-time supervisor over the accrual period.

14. - SICK LEAVE

- (1)
 - (a) A supervisor who is unable to attend or remain at the place of employment during the normal hours of duty by reason of personal ill health or injury shall be entitled to payment during such absence in accordance with the following provisions.
 - (b) Entitlement to payment shall be ten (10) days' pay for each completed year of service. Such leave will accrue on a weekly basis.
 - (c) A supervisor who claims an entitlement under this clause shall provide to the employer evidence that would satisfy a reasonable person of the entitlement.
 - (d) If in the first of successive years of service with the employer a supervisor is absent on the ground of personal ill health or injury for a period longer than his/her entitlement to paid sick leave, payment may be adjusted at the end of that year of service, or at the time the supervisor's services terminate, if before the end of that year of service, to the extent that the supervisor has become entitled to further paid sick leave during that year of service.
- (2) A temporary supervisor shall retain the benefit of accumulated sick leave on appointment as a permanent supervisor provided that the service is continuous. For the purpose of this paragraph school vacations shall not be deemed to break the continuity of service.
- (3) The unused portions of the entitlement to paid sick leave in any one year shall accumulate from year to year and subject to this subclause may be claimed by the supervisor if the absence by reason of personal ill health or injury exceeds the period for which entitlement has accrued during that year at the time of the absence. Provided that a supervisor shall not be entitled to claim payment for any period exceeding ten (10) weeks in any one year of service.
- (4) A supervisor on paid leave shall accrue an entitlement to payment under this clause.
- (5) The provisions of this subclause with respect to payment do not apply to supervisors who are entitled to payment under the Workers' Compensation and Rehabilitation Act 1981 nor to supervisors whose injury or illness is the result of a supervisor's own misconduct.

15. - BEREAVEMENT LEAVE

Subject to subclause (4) of this clause, on the death of:

- (1) Entitlement to Bereavement Leave
 - (a) the spouse or defacto spouse of a supervisor;
 - (b) the child or step-child of a supervisor;
 - (c) the parent, step-parent or parent-in-law of a supervisor;
 - (d) the brother or sister of a supervisor; or
 - (e) any person who, immediately before that person's death, lived with the supervisor as a member of the supervisor's family,

the supervisor is entitled to paid bereavement leave of up to two (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 leave.

- (4) A supervisor who claims to be entitled to paid leave under this section is to provide to the employer, if so requested by the employer, evidence that would satisfy a reasonable person as to:
- (a) the death that is the subject of the leave sought; and
 - (b) the relationship of the supervisor to the deceased person.

16. – PARENTAL LEAVE

(1) Eligibility for Parental Leave

A supervisor shall become entitled to take up to 52 consecutive weeks of unpaid leave in respect of:

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

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

Subject to subclauses (4), (5) and (7) of this clause, the period of parental leave for a female supervisor shall be for an unbroken period of up to 52 weeks and shall include up to six (6) weeks' leave to be taken immediately before the presumed date of confinement, unless in respect of any period closer to the expected date of birth a medical practitioner has certified that the supervisor is fit to work.

(4) Transfer to a Safe Job

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

(5) Variation of Period of Parental Leave

- (a) The period of parental leave may be lengthened by agreement between the supervisor and the employer in accordance with the provisions of Clause 17. - Leave Without Pay of this award.
- (b) The period of parental leave may be shortened by agreement between the supervisor and the employer.

(6) Cancellation of Parental Leave

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

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

(7) Special Parental Leave and Sick Leave

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

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

(8) Parental Leave and Other Leave Entitlements

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

(9) Effect of Parental Leave on Employment

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

(10) Termination of Employment

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

(11) Return to Work after Parental Leave

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

(12) Replacement Supervisors

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

- (1) While a supervisor has the right to apply for leave without pay the granting of such leave is at the discretion of the employer.
- (2) A supervisor 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 involve loss of continuity of service, for salary, sick leave and long service leave purposes. Any period exceeding two weeks during which the supervisor is absent on leave without pay shall not be taken into account in calculating the period of service for any purposes of this Award. 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.
- (4) If a supervisor is granted leave without pay the question of the supervisor'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 a supervisor 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.

18. - CARER'S LEAVE

(1) Use of Sick Leave

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

The supervisor shall, if required, provide a written statement as to the fact of illness of the person for whom the care and support is required.

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

- (i) the supervisor being responsible for the care of the person concerned; and
- (ii) the person concerned being either a member of the supervisor's immediate family or a member of the supervisor's household.
- (iii) the term "immediate family" includes:
 - (aa) a spouse (including a former spouse), of the supervisor; and
 - (bb) child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the supervisor.

(d) The supervisor 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 supervisor, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the supervisor to give prior notice of absence, the supervisor shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(2) Use of Unpaid Leave

A supervisor 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.

19. - SPECIAL LEAVE

- (a) no other paid leave is available;

A supervisor shall, on sufficient cause being shown, be granted special leave with pay.

“Sufficient cause” is defined as a matter or situation for which:

- (b) no other arrangements can reasonably be made;
(c) the absence from duty is required due to pressing necessity.

The period determined at the discretion of the employer having regard to the circumstances would not normally exceed three (3) days in any one instance.

Such discretion is not to be harshly or unfairly exercised.

20. - TRAVELLING ALLOWANCES

Where a supervisor is required by the employer to work away from the supervisor’s usual place of employment the employer shall pay the supervisor any reasonable travelling expenses incurred except where an allowance is paid in accordance with subclause (2) hereof.

Where a supervisor is required and authorised to use his/her own motor vehicle in the course of duty, the supervisor shall be paid an allowance of not less than that provided for by the Australian Taxation Office, as amended from time to time.

21. - LODGING CONDITIONS

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

22. – LOCATION ALLOWANCES

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

<u>TOWN</u>	<u>PER WEEK</u>
Agnew	\$21.90
Argyle	\$58.50
Balladonia	\$22.60
Barrow Island	\$38.10
Boulder	\$9.30
Broome	\$35.20
Bullfinch	\$10.20
Carnarvon	\$18.00
Cockatoo Island	\$38.60
Coolgardie	\$9.30
Cue	\$22.50
Dampier	\$30.60

Denham	\$18.00
Derby	\$36.60
Esperance	\$6.40
Eucla	\$24.50
Exmouth	\$32.10
Fitzroy Crossing	\$44.40
Halls Creek	\$51.30
Kalbarri	\$7.80
Kalgoorlie	\$9.30
Kambalda	\$9.30
Karratha	\$36.80
Koolan Island	\$38.60
Koolyanobbing	\$10.20
Kununurra	\$58.50
Laverton	\$22.40
Learmonth	\$32.10
Leinster	\$21.90
Leonora	\$22.40
Madura	\$23.60
Marble Bar	\$56.70
Meekatharra	\$19.40
Mount Magnet	\$24.30
Mundrabilla	\$24.10
Newman	\$21.00
Norseman	\$19.40
Nullagine	\$56.60
Onslow	\$38.10
Pannawonica	\$28.50
Paraburdoo	\$28.40
Port Hedland	\$30.50
Ravensthorpe	\$11.50
Roebourne	\$42.40
Sandstone	\$21.90
Shark Bay	\$18.00
Southern Cross	\$10.20
Telfer	\$52.10
Teutonic Bore	\$21.90
Tom Price	\$28.40
Whim Creek	\$36.40
Wickham	\$35.20
Wiluna	\$22.10
Wyndham	\$54.80

- (2) Except as provided in subclause (3) of this clause, an employee who has:
- (a) a dependant shall be paid double the allowance prescribed in subclause (1) of this clause;
 - (b) a partial dependant shall be paid the allowance prescribed in subclause (1) of this clause plus the difference between that rate and the amount such partial dependant is receiving by way of a district or location allowance.
- (3) Where an employee:
- (a) is provided with board and lodging by his/her employer, free of charge; or
 - (b) is provided with an allowance in lieu of board and lodging by virtue of the award or an order or agreement made pursuant to the Act;

such employee shall be paid $66\frac{2}{3}$ per cent of the allowances prescribed in subclause (1) of this clause.

- (4) Subject to subclause (2) of this clause, junior employees, casual employees, part time employees, apprentices receiving less than adult rate and employees employed for less than a full week shall receive that proportion of the location allowance as equates with the proportion that their wage for ordinary hours that week is to the adult rate for the work performed.
- (5) Where an employee is on annual leave or receives payment in lieu of annual leave he/she shall be paid for the period of such leave the location allowance to which he/she would ordinarily be entitled.
- (6) Where an employee is on long service leave or other approved leave with pay (other than annual leave) he/she shall only be paid location allowance for the period of such leave he/she remains in the location in which he/she is employed.
- (7) For the purposes of this clause:
 - (a) "Dependant" shall mean -
 - (i) a spouse or defacto partner; or
 - (ii) a child where there is no spouse or defacto partner;who does not receive a location allowance or who, if in receipt of a salary or wage package, receives no consideration for which the location allowance is payable pursuant to the provisions of this clause.
 - (b) "Partial Dependant" shall mean a "dependant" as prescribed in paragraph (a) of this subclause who receives a location allowance which is less than the location allowance prescribed in subclause (1) of this clause or who, if in receipt of a salary or wage package, receives less than a full consideration for which the location allowance is payable pursuant to the provisions of this clause.
- (8) Where an employee is employed in a town or location not specified in this clause the allowance payable for the purpose of subclause (1) of this clause shall be such amount as may be agreed between Australian Mines and Metals Association, the Chamber of Commerce and Industry of Western Australia and UnionsWA or, failing such agreement, as may be determined by the Commission.
- (9) Subject to the making of a General Order pursuant to s.50 of the Act, that part of each location allowance representing prices shall be varied from the beginning of the first pay period commencing on or after the 1st day in July of each year in accordance with the annual percentage change in the Consumer Price Index (excluding housing), for Perth measured to the end of the immediately preceding March quarter, the calculation to be taken to the nearest ten cents.

23. – GENERAL CONDITIONS

- (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.

The employer shall make provision for the following:
- (2) Access by supervisors to telephone facilities for emergency use.
- (3) Access by authorised supervisors to proper records or information concerning boarders taking medication or who are subject to allergies.
- (4) Access by authorised supervisors to information regarding procedures for obtaining medical assistance.

- (5) Written authority for supervisors responsible for the distribution of any medication required to be taken by a student in the boarding house.

24. - SALARY RECORD

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

25. – INSPECTION OF RECORDS

- (1) An authorised representative of the Union may enter, during work hours, any premises where relevant supervisors work, for the purpose of investigating any suspected breach of the Industrial Relations Act 1979, the Long Service Leave Act 1958, the Minimum Conditions of Employment Act 1993, the Occupational Safety and Health Act 1984 or an Award, Order, Industrial Agreement or Employer-Employee Agreement that applies to any such supervisor.
- (2) For the purpose of investigating any such suspected breach, the authorised representative may:
 - (a) subject to the provisions of the relevant Act, Award, Order, Industrial Agreement or Employer-Employee Agreement require the employer to produce for the representative's inspection, during working hours at the employer's premises or at any mutually convenient time and place, any employment records or other documents kept by the employer that are related to the suspected breach;
 - (b) make copies of the entries in the employment records or documents related to the suspected breach; and
 - (c) during working hours, inspect or view any work, material, machinery, or appliance, that is relevant to the suspected breach.
- (3) The authorised representative will provide written notice of at least:
 - (a) 24 hours if the records and documents are kept on the employer's premises, or
 - (b) 48 hours if the records are kept elsewhere.

26. - RIGHT OF ENTRY

- (1) An authorised representative of the Union may enter, during working hours, any premises where relevant supervisors work, for the purposes of holding discussions at the premises with those supervisors.
- (2) The authorised representative will provide the employer/principal with prior notification of entry.
- (3) The meeting will not disrupt the supervisor's performance of his/her duties.

- (4) Where such a meeting is of an urgent nature and upon a request being made to the Principal, the Principal may approve paid time off to meet with the authorised union representative. Such approval will not be unreasonably withheld.

27. - PROTECTIVE CLOTHING

Where a school requires that a supervisor wear protective clothing in the course of his or her duties, other than with respect to sporting activity, such clothing shall be supplied by the school.

Protective clothing so issued shall remain the property of the school and be maintained in good order and condition by the supervisor, fair wear and tear excepted.

28. - HIGHER DUTIES

An employee employed to relieve a Senior Supervisor shall be paid the first year rate for such classification providing that the period of relief is for not less than 5 consecutive rostered shifts.

29. - SUPERANNUATION

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

(1) Employer Contributions

- (a) An employer shall contribute to superannuation for each eligible supervisor in accordance with the Superannuation Guarantee (Administration) Act 1992 to one of the following approved superannuation funds:
- (i) CONCEPT ONE - superannuation plan which was established and is governed by a trust deed and rules dated 23 September 1986, as amended; or
 - (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 supervisor completes with the employer.
- (c) “Ordinary Time Earnings” means the salary or other remuneration regularly received by the supervisor in respect to the time worked in ordinary hours and shall include payments which are made for the purpose of Location Allowances or any other rate paid for all purposes of the Award to which the supervisor is entitled for ordinary hours of work. Provided that “ordinary time earnings” shall not include any payment which is for vehicle allowances, fares or travelling time allowances (including payments made for travelling related to distant work), commission or bonus.

(2) Fund Membership

- (a) “Eligible Supervisor” shall mean a supervisor employed under the terms of this Award.
- (b) A supervisor shall not be eligible to join the fund until he/she has completed one month’s satisfactory service. On completion of this period the supervisor shall be entitled to the appropriate employer contribution, from the date of the supervisors’ commencement.

(3) Exemption

Exemptions from the requirements of this clause shall apply to an employer who at the date of this Award:

- (a) was contributing to a superannuation fund, in accordance with an Order of an Industrial Tribunal; or
- (b) was contributing to a superannuation fund in accordance with an Order or Award of an Industrial Tribunal, for a majority of supervisors and makes payment for supervisors covered by this Award in accordance with that Order or Award; or
- (c) subject to notification to the Union, was contributing to a superannuation fund for supervisors covered by this Award where such payments are not made pursuant to an Order of an Industrial Tribunal.
- (d) was not contributing to a superannuation fund for supervisors covered by this Award; and
 - (i) written notice of the proposed alternative superannuation fund is given to the Union; and
 - (ii) contributions and benefits of the proposed alternative superannuation fund are no less than those provided by this clause; and
 - (iii) within one month of the notice prescribed in paragraph (i) being given, the Union has not challenged the suitability of the proposed fund by notifying the Western Australian Industrial Relations Commission of a dispute.
- (4) The employer shall provide such facilities as is appropriate to ensure that all supervisors are adequately informed of the provisions of the superannuation funds available.

Compliance, Nomination and Transition

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

- (a) Any such fund or scheme shall no longer be a complying superannuation fund or scheme for the purposes of this clause unless:
 - (i) the fund or scheme is a complying fund or scheme within the meaning of the Superannuation Guarantee (Administration) Act 1992 of the Commonwealth; and
 - (ii) under the governing rules of the fund or scheme, contributions may be made by or in respect of the supervisor permitted to nominate a fund or scheme.
- (b) The supervisor shall be entitled to nominate the complying superannuation fund or scheme to which contributions are to be made by or in respect of the supervisor;
- (c) The employer shall notify the supervisor of the entitlement to nominate a complying superannuation fund or scheme as soon as practicable;
- (d) A nomination or notification of the type referred to in paragraphs (b) and (c) of this subclause shall, subject to the requirement of regulations made pursuant to the Industrial Relations Legislation Amendment and Repeal Act 1995, be given in writing to the employer or the supervisor to whom such is directed;
- (e) The supervisor and employer shall be bound by the nomination of the supervisor unless the supervisor and employer agree to change the complying superannuation fund or scheme to which contributions are to be made;
- (f) The employer shall not unreasonably refuse to agree to a change of complying superannuation fund or scheme required by a supervisor;

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

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

30. - CONSULTATIVE PROVISIONS

- (1) The parties to this award are committed to award modernisation and to improve the efficiency of the independant school sector in Western Australia.
- (2) In order to facilitate the outcomes as determined in subclause (1) of this clause, there shall be established an Independant Schools Consultative Committee with equitable representation of employers and the Union which will provide:
 - (a) for the continuation of the award restructuring process as determined, from time to time, by the Western Australian Industrial Relations Commission;
 - (b) a forum which will deal with ongoing claims for salary and conditions;
 - (c) the means by which positive assistance can be given to: professional development; the quality of education; and the development of the independant school sector.
- (3) Liberty to apply is reserved in respect to any amendments, deletions or additions pertaining to the provisions of this clause.

31. – REDUNDANCY PROVISIONS

- (1) Discussions Before Termination
 - (a) Where an employer has made a definite decision that the employer no longer wishes the job the supervisor has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the employer shall hold discussions with the supervisors directly affected and with their Union, where applicable.
 - (b) The discussion shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of paragraph (a) of this subclause and shall cover among other things, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to minimise any adverse affect of any terminations on the supervisors concerned. The employer will confirm the content of these discussions in writing.
- (2) Notice Period of Termination on Redundancy
 - (a) If the services of a supervisor are to be terminated due to redundancy, the supervisor shall be entitled to notice of termination as prescribed in Clause 6. – Contract of Service, of this Award, provided that supervisors to whom notification of termination of service is to be given because of the introduction of automation or other like technology changes shall be given not less than three (3) months' notice of termination.
 - (b) Should the employer fail to give notice of termination as required in subclause 2(a) the employer shall pay to the supervisor an amount calculated in accordance with the ordinary rate of pay for a period being the difference between the notice given and that required to be given.
 - (c) Payment of Notice Treated as Service – If an employer makes payment for all or any of the period of notice prescribed, then the period for which such payment is made shall be treated as

service for the purposes of calculating any service related entitlements of the supervisor arising pursuant to this Award and shall be deemed to be service with the employer for the purposes of Long Service Leave.

(3) Supervisor Leaving During Notice

A supervisor whose employment is to be terminated for reasons set out in this clause may terminate employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had the supervisor remained with the employer until the expiry of such notice. This is with the provision that in such circumstances the supervisor shall not be entitled to payment instead of notice.

(4) Time Off During Notice Period

During the period of notice of termination of employment given by an employer, a supervisor whose employment is to be terminated for reasons set out in this clause shall be entitled for the purpose of seeking other employment, to be absent from work for eight ordinary hours without deduction of pay.

A supervisor who claims to be entitled to paid leave under this clause is to provide to the employer evidence that would satisfy a reasonable person of the entitlement.

(5) Severance Pay

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

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

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

(6) Alternative Employment

An employer, in a particular redundancy case, may make application to the Western Australian Industrial Relations Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for a supervisor.

(7) Supervisors Exempted

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

APPENDIX - RESOLUTION OF DISPUTES REQUIREMENT

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

SCHEDULE A – SALARIES (ASNA)

- (1) The minimum annual rate of salary payable to supervisors engaged in the undermentioned classifications shall be:

The following schedule provides a history of Clause 11. – Salaries of the Award including all Arbitrated Safety Net Adjustments (ASNA) as at 1 July 2019.

- (a) Supervisor:

	Minimum Salary \$ per Annum	ASNA	Total Salary \$ per Annum
1st year of experience	18706	22134	40840
2nd year of experience	19475	22199	41674
3rd year of experience	20500	22286	42786
4th year of experience	21525	22372	43897
5th year of experience	22550	22711	45261
6th year of experience	23575	22824	46399

- (b) Senior Supervisor:

	Minimum Salary \$ per Annum	ASNA	Total Salary \$ per Annum
1st year of experience	25113	22876	47989
Thereafter	26650	23046	49696

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

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

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

SCHEDULE B – PARTIES

NAME	ADDRESS
<u>EMPLOYER PARTIES</u>	
Aquinas College	Locked Bag 11, Bentley Delivery Centre WA 6983
Association of Independant Schools of Western Australia, Union of Employers (Inc.)	3/41 Walters Drive Herdsman Business Park OSBORNE PARK WA 6017
Catholic Education Commission of WA	PO Box 198 LEEDERVILLE WA 6903
Christ Church Grammar School	Queenslea Drive CLAREMONT WA 6010
Guildford Grammar School	Locked Bag 5 GUILDFORD WA 6935
Hale School	Hale Road WEMBLEY DOWNS WA 6019

Iona Presentation College

33 Palmerston Street
MOSMAN PARK WA 6012

Keaney College

BINDOON WA 6502

Mazenod College

Gladys Road
LESMURDIE WA 6076

Methodist Ladies College

PO Box 222
CLAREMONT WA 6010

Perth College

PO Box 25
MOUNT LAWLEY WA 6929

Penrhos College

PO Box 690
COMO WA 6952

Presbyterian Ladies College (Inc.)

14 McNeil Street
PEPPERMINT GROVE WA 6011

Santa Maria College

Moreing Road

ATTADALE WA 6156

Scotch College (Inc.)

PO Box 223

SWANBOURNE WA 6010

St Brigid's College

200 Lesmurdie Road

LESMURDIE WA 6076

St Hilda's Anglican School For Girls (Inc)

PO Box 34

MOSMAN PARK WA 6912

St Mary's Anglican Girls School (Inc)

PO Box 105

KARRINYUP WA 6923

The Roman Catholic Archbishop of Perth (Inc.)

Victoria Square

PERTH WA 6000

Wesley College

PO Box 149

SOUTH PERTH WA 6951

UNION PARTY

The Independent Schools Salaried Officers'

Association of Western Australia,

Industrial Union of Workers

PO Box 8444

Perth Business Centre

WA 6849

VARIATION RECORD

INDEPENDENT SCHOOLS (BOARDING HOUSE) SUPERVISORY STAFF AWARD

NO. A 9 OF 1990

Delivered 09/04/91 at 71 WAIG 1202

Section 93(6) Consolidation at

CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
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1. Title

(1A. State Wage Principles)

Ins. Cl.	1752/91	31/01/92	72 WAIG 191
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Cl. & Title	1457/93	24/12/93	74 WAIG 198
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(1A. State Wage Principles December 1993)

Cl. & Title	985/94	30/12/94	75 WAIG 23
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(1A. Statement of Principles December 1994)

Cl. & Title	1164/95	21/03/96	76 WAIG 911
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(1A. Statement of Principles March 1996)

Cl. & Title	915/96	07/08/96	76 WAIG 3368
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(1A. Statement of Principles - August 1996)

Cl & Title	940/97	14/11/97	77 WAIG 3177
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(1A. Statement of Principles - November 1997)

Cl. & Title	757/98	12/06/98	77 WAIG 2579
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(1A. Statement of Principles - June, 1998)

Del. Cl. & Title	609/99	06/07/99	79 WAIG 1847
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1B. Minimum Adult Award Wage

Ins. 1B	940/97	14/11/97	77 WAIG 3177
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(2) - (3) & (5) rates & text	609/99	01/08/99	79 WAIG 1847
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Cl.	654/00	01/08/00	80 WAIG 3379
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Cl	752/01	01/08/01	81 WAIG 1721
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Cl	797/02	01/08/02	82 WAIG 1369
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Cl.	569/03	5/06/03	83 WAIG 1899 & 2347
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(9)	1197/03	1/11/03	83 WAIG 3537
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Cl	570/04	4/06/04	84 WAIG 1521
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Cl.	576/05	07/07/05	85 WAIG 2083 & 2561
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Cl.	957/05	07/07/06	86 WAIG 1631 & 2087
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Cl.	1/07	01/07/07	87 WAIG 1487 & 1975
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Cl.	115/07	01/07/08	88 WAIG 773 & 1211
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Cl.	1/09	01/10/09	89 WAIG 735 & 1637
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Cl.	2/10	01/07/10	90 WAIG 568 & 1100
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Cl.	2/11	01/07/11	91 WAIG 1008 & 1504
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Cl.	2/12	01/07/12	92 WAIG 1267
Cl.	1/13	01/07/13	93 WAIG 928
Cl.	1/14	01/07/14	94 WAIG 1150
Cl.	1/15	01/07/15	95 WAIG 1134
Cl.	1/16	01/07/16	96 WAIG 980
Cl.	1/17	01/07/17	97 WAIG 1046
Cl.	1/18	01/07/18	98 WAIG 263 & 761

2. Arrangement

Cl.	1255/91	03/10/91	71 WAIG 3233
Ins. 1A.	1752/91	31/01/92	72 WAIG 191
1A. Title	1457/93	24/12/93	74 WAIG 198
Cl.	235/94	01/06/94	74 WAIG 1762
1A. Title	985/94	30/12/94	75 WAIG 23
1A. Title	1164/95	21/03/96	76 WAIG 911
1A. Title	915/96	07/08/96	76 WAIG 3368
Ins. App – Res	693/96	16/07/96	76 WAIG 2768

Ins. App. – s.49B	694/96	16/07/96	76 WAIG 2789
1A	940/97	14/11/97	77 WAIG 3177
Ins. 1B	940/97	14/11/97	77 WAIG 3177
1A. Title	757/98	12/06/98	78 WAIG 2579
Del. 1A	609/99	06/07/99	79 WAIG 1847
Cl.	1046/02	14/04/03	83 WAIG 1452

(2A. No Extra Claims)

Ins. Cl.	1255/91	03/10/91	71 WAIG 3233
Del. Cl.	235/94	01/06/94	74 WAIG 1762

3. Area

4. Scope

Cl	1046/02	14/04/03	83 WAIG 1452
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5. Definitions

Cl.	235/94	01/06/94	74 WAIG 1762
Cl.	1046/02	14/04/03	83 WAIG 1452

6. Contract of Service

(3)	1046/02	14/04/03	83 WAIG 1452
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7. Hours of Duty

8. Rosters

9. Part Time Employees

10. Meals

11. Salaries

Cl.	1255/91	03/10/91	71 WAIG 3233
(1)(c); Ins. (1)(d)	235/94	01/06/94	74 WAIG 1762
(1)	1283/94	02/03/95	75 WAIG 948
(1)(a) - (b), ins. (1)(f)	1099/95	21/12/95	76 WAIG 176
(1)(a) - (b), (e) - (f)	1828/96	21/12/96	77 WAIG 980
Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177
(1)	1482/98	06/10/98	78 WAIG 4352
Rates, (1)(f) ins text	609/99	01/08/99	79 WAIG 1847
Cl.	654/00	01/08/00	80 WAIG 3379
Cl.	752/01	01/08/01	81 WAIG 1721
(1)(a) - (b)	797/02	01/08/02	82 WAIG 1369
Cl.	1046/02	14/04/03	83 WAIG 1452

Cl.	569/03	5/06/03	83 WAIG 1899 & 2347
Cl.	570/04	4/06/04	84 WAIG 1521 & 1851
Cl.	576/05	07/07/05	85 WAIG 2083 & 2561
Cl.	957/05	07/07/06	86 WAIG 1631 & 2087
Cl.	1/07	01/07/07	87 WAIG 1487 & 1975
Cl.	115/07	01/07/08	88 WAIG 773 &1211
Cl.	1/09	01/10/09	89 WAIG 735 & 1637
Cl.	2/10	01/07/10	90 WAIG 568 & 1100
Cl.	2/11	01/07/11	91 WAIG 1008 & 1504
Cl.	2/12	01/07/12	92 WAIG 1267
Cl.	1/13	01/07/13	93 WAIG 928
Cl.	1/14	01/07/14	94 WAIG 1150
Cl.	1/15	01/07/15	95 WAIG 1134
Cl.	1/16	01/07/16	96 WAIG 980
Cl.	1/17	01/07/17	97 WAIG 1046
Cl.	1/18	01/07/18	98 WAIG 263 & 761

12. Holiday and Vacation Leave

Ins. (6)	235/94	01/06/94	74 WAIG 1762
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Cl.	1046/02	14/04/03	83 WAIG 1452
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13. Long Service Leave

Cl.	1046/02	14/04/03	83 WAIG 1452
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14. Sick Leave

Cl.	1046/02	14/04/03	83 WAIG 1452
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15. Bereavement Leave

Cl.	1046/02	04/06/03	83 WAIG 1452
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(16. Maternity Leave)

Retitled	1046/02	14/04/03	83 WAIG 1452
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16. Parental Leave

Ins. Title & Cl	1046/02	14/04/03	83 WAIG 1452
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(17. Travelling Allowances)

Renumbered	1046/02	14/04/03	83 WAIG 1452
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17. Leave Without Pay

Ins.new No.Title & Cl	1046/02	14/04/03	83 WAIG 1452
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(18. Lodging Conditions)

Renumb			
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18. Carer's Leave

Ins. No. Title & Cl.	1046/02	14/04/03	83 WAIG 1452
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(19. General Conditions)

Renumb	1046/02	14/04/03	83 WAIG 1452
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19. Special Leave

Ins No. Title & Cl.	1046/02	14/04/03	83 WAIG 1452
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(20. Salary Record)

(2) Ins. text	491/98	16/04/98	78 WAIG 1471
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Renumb	1046/02	14/04/03	83 WAIG 1452
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20. Travelling Allowances

Ins. No. Title & Cl.	1046/02	14/04/03	83 WAIG 1452
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21. Lodging Conditions

Ins. No. & Title	1046/02	14/04/03	83 WAIG 1452
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(21. No Reduction)

Delete	1046/02	14/04/03	83 WAIG 1452
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22. Location Allowances

Cl.	851/92	01/07/92	72 WAIG 2498
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Cl.	943/93	01/07/93	73 WAIG 1989
Cl.	714/94	01/07/94	74 WAIG 1869
Cl.	641/95	01/07/95	75 WAIG 2125
Cl.	911/96	01/07/96	76 WAIG 3365
Cl.	1400/97	01/07/97	77 WAIG 2547
Cl.	975/98	01/07/98	78 WAIG 2999
Cl.	690/99	01/07/99	79 WAIG 1843
Cl.	1050/00	01/08/00	80 WAIG 3153
Cl.	718/01	01/08/01	81 WAIG 1559
Cl.	686/02	01/07/02	82 WAIG 1185
Ins. No. Title & Cl.	1046/02	14/04/03	83 WAIG 1452
Cl.	570/03	01/07/03	83 WAIG 1657
Cl.	696/04	01/07/04	84 WAIG 2145
Cl.	458/05	01/07/05	85 WAIG 1893
Cl.	59/06	01/07/06	86 WAIG 1471
Cl.	53/07	01/07/07	87 WAIG 2435
Cl.	9/08	01/07/08	88 WAIG 689

Cl.	24/09	01/07/09	89 WAIG 729
Corr. Ord Sch. B (7)(a)(i) - (ii)	24/09	01/07/09	89 WAIG 2483
Cl.	117/10	01/07/10	90 WAIG 561
Cl.	24/11	01/07/11	91 WAIG 995
Cl.	6/12	01/07/12	92 WAIG 725
Cl.	7/13	01/07/13	93 WAIG 461
Cl.	11/14	01/07/14	94 WAIG 669
Cl.	118/15	01/07/15	95 WAIG 700
Cl.	15/16	01/07/16	96 WAIG 631
Cl.	20/17	01/07/17	97 WAIG 585
Cl.	20/18	01/07/18	98 WAIG 415

(23. Higher Duties)

Renumb	1046/02	14/04/03	83 WAIG 1452
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23. General Conditions

Ins No. Title & Cl.	1046/02	14/04/03	83 WAIG 1452
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(24. Superannuation)

(1)(a)	235/94	01/06/94	74 WAIG 1762
Ins. Text	599/98	30/06/98	78 WAIG 2559

Renumb	1046/02	14/04/03	83 WAIG 1452
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24. Salary Record

Ins. No. Title & Cl	1046/02	14/04/03	83 WAIG 1452
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25. Inspection of Records

Ins. New No, Title & Cl	1046/02	14/04/03	83 WAIG 1452
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(25. Consultative Provisions)

Ins. Cl.	1255/91	03/10/91	71 WAIG 3233
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Renumb	1046/02	14/04/03	83 WAIG 1452
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26. Right of Entry

Ins. New No. Title & Cl.	1046/02	14/04/03	83 WAIG 1452
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27. Protective Clothing

Ins. New No. Title & Cl.	1046/02	14/04/03	83 WAIG 1452
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28. Higher Duties

Ins No. & Title	1046/02	14/04/03	83 WAIG 1452
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29. Superannuation

Ins No. Title & Cl.	1046/02	14/04/03	83 WAIG 1452
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30. Consultative Provisions

Ins. Title	1046/02	14/04/03	83 WAIG 1452
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31. Redundancy Provisions

Ins. New No, Title & Cl	1046/02	14/04/03	83 WAIG 1452
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Appendix – Resolution of Disputes Requirement

Ins. App	693/96	16/07/96	76 WAIG 2768
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(1),(6), Del. (7)	2053/97	22/11/97	77 WAIG 3079
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Schedule A – Salaries (ASNA)

Ins. New Title & Sch.	1046/02	14/04/03	83 WAIG 1452
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Sch.	569/03	5/06/03	83 WAIG 1899 & 2348
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Sch.	570/04	4/06/07	84 WAIG 1521 & 1851
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Sch.	576/05	07/07/05	85 WAIG 2083 & 2561
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Sch.	957/05	7/07/06	86 WAIG 1631 & 2087
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Sch.	1/07	01/07/07	87 WAIG 1487 & 1975
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Sch.	115/07	01/07/08	88 WAIG 773 & 1211
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Sch.	1/09	01/10/09	89 WAIG 735 & 1637
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Sch.	2/10	01/07/10	90 WAIG 568 & 1100
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Sch.	2/11	01/07/11	91 WAIG 1008 & 1504
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Sch.	2/12	01/07/12	92 WAIG 1267
Sch.	1/13	01/07/13	93 WAIG 928
Sch.	1/14	01/07/14	94 WAIG 1150
Sch.	1/15	01/07/15	95 WAIG 1134
Sch.	1/16	01/07/16	96 WAIG 980
Sch.	1/17	01/07/17	97 WAIG 1046
Sch.	1/18	01/07/18	98 WAIG 263 & 761

(Schedule of Respondents)

Ins. Resp.	1255/91	03/10/91	71 WAIG 3233
Delete Sch.	235/94	01/06/94	74 WAIG 1762

(Schedule A – Parties)

Ins. Sch.	235/94	01/06/94	74 WAIG 1762
Delete	1046/02	14/04/03	83 WAIG 1452

Schedule B - Parties

Ins. new Sch.	1046/02	14/04/03	83 WAIG 1452
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(Appendix - S.49B - Inspection of Records Requirements)

Ins. App.	694/96	16/07/96	76 WAIG 2789
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(1) ins. Text	2053/97	22/11/97	77 WAIG 3138
App.	491/98	16/04/98	78 WAIG 1471
Del Title & App.	1046/02	14/04/03	83 WAIG 1452