

Independent Schools Psychologists and Social Workers Award

1. – TITLE

This Award shall be known as the Independent Schools Psychologists and Social Workers 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.

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3. - AREA

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

4. - SCOPE

This Award applies to Psychologists and Social Workers (as defined) employed by an Independent School and shall not apply to Principals, Deputy Principals, or a person who is in Holy Orders or who is a member of a religious teaching order unless it is so stated in a written contract of employment between that person and the school. This Award shall not apply to the Non Government Schools Psychology Service.

5. - DEFINITIONS

- (1) "Psychologist" shall mean an employee who is employed as a psychologist and who is registered as a psychologist with the Psychologists' Board of Western Australia.
- (2) "Provisional Registered Psychologist" shall mean an employee employed as a psychologist and who is provisionally registered as a psychologist with the Psychologists' Board of Western Australia.
- (3) "Social Worker" shall mean an employee employed as a social worker and who by qualification is eligible for membership of the Australian Association of Social Workers.
- (4) "Part-time Psychologist or Social Worker" shall mean a psychologist or social worker employed regularly on the staff of an independent school who works less than the normal hours which a full-time psychologist or social worker is required to work.
- (5) "Temporary Psychologist or Social Worker" shall mean a psychologist or social worker engaged as a full-time or part-time psychologist or social worker on a temporary basis, at the same school.
- (6) "Relief Psychologist or Social Worker" shall mean a psychologist or social worker engaged as full-time or part-time on a daily or half daily basis for a period not exceeding nineteen consecutive working days.
- (7) "Independent School" shall mean a school which is an efficient school within the meaning of the School Education Act 1999 and which is not administered by or on behalf of the Government of Western Australia.
- (8) "Union" shall mean the Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers.
- (9) "Continuous Service" shall include full-time, part-time and temporary service, paid leave, leave without pay, school vacation periods and any stand down period, with the same employer.

6. - TERM

The term of this Award shall be for a period of one year commencing on and from the 14th day of July 2000.

7. - CONTRACT OF SERVICE

- (1) (a) A psychologist or social worker shall, upon engagement, be given a letter of appointment in which the general conditions and the special conditions (if any) of his/her appointment are stated. A copy of that letter shall be retained by the school and signed by the psychologist or

social worker within one week of commencing work. This subclause shall not apply to a relief psychologist or social worker.

- (b) The conditions stated in the letter of appointment shall, while the employment continues, be observed by the parties and shall not be subject to any alteration of significance without the consent of the psychologist or social worker.
- (2) When a psychologist or social worker accepts an appointment within an Independent School in Western Australia for the first time, the appointment is probationary and as such the psychologist or social worker is subject to professional appraisal in the second year of employment so as to determine suitability for ongoing employment.
 - (3)
 - (a) Except in the case of a relief or temporary psychologist or social worker, the termination of the service of a psychologist or social worker shall require a minimum of six weeks' notice by either party to take effect from the close of school business at the end of the school term.
 - (b) Subject to the provisions of this subclause, failure to give the required notice shall make either party liable to pay or forfeit to the other party an amount equivalent to the period of notice not given.
 - (c) The requirements of this subclause may be waived in part or in whole by mutual agreement between the psychologist or social worker and the employer. Any request to waive such notice shall not be unreasonably withheld by the employer, where it is deemed that the psychologist or social worker has not been able to give the required notice through no fault of his/her own.
 - (4) During the school vacation periods or any part thereof during which a psychologist or social worker cannot be usefully employed, the employer shall be relieved of the obligation to provide work and the psychologist or social worker shall not be entitled to payment of salary in respect of any such period during which no work is performed, other than a period during which the psychologist or social worker is on annual leave or a public holiday falls on a day on which the psychologist or social worker would normally be employed to work. Provided that the maximum period covered by this subclause shall be no more than five (5) weeks in any one year. Such period shall be termed "stand down".
 - (5) The contract of service of a temporary psychologist or social worker shall be terminable at any time by either party giving not less than one week's notice, except in the case of continuous service exceeding one (1) year, notice shall be as prescribed in subclause (3) of this clause.
 - (6) The engagement of a relief psychologist or social worker shall be by the day and where the period exceeds five consecutive days the notice 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.
 - (7) A part-time psychologist or social worker shall receive payment of sick leave, long service leave and vacation leave on a proportional basis to a full-time psychologist or social worker.
 - (8) Upon termination of service a statement of service when requested by the psychologist or social worker shall be provided to the psychologist or social worker by the employer.
 - (9) Nothing within this clause detracts from the employer's right to dismiss summarily any psychologist or social worker for serious misconduct in which case salary shall be paid up to the time of dismissal only.

8. – SPECIAL LEAVE

- (1) A psychologist or social worker shall, on sufficient cause being shown, be granted special leave with pay.
- (2) "Sufficient cause" is defined as a matter or situation for which:
 - (a) no other paid leave is available;

- (b) no other arrangements can reasonably be made;
 - (c) the absence from duty is required due to pressing necessity.
- (3) The period determined at the discretion of the employer having regard to all the circumstances would not normally exceed three (3) days in any one instance.
- (4) Such discretion is not to be harshly or unfairly exercised.

9. – SICK LEAVE

- (1) (a) A psychologist or social worker shall be entitled to payment for non attendance on the ground of personal ill health or injury, at the rate of twelve and one half (12.5) days per year accruing on a weekly basis from the beginning of each year. Notwithstanding that a psychologist or social worker may be stood down for up to 5 weeks each year in accordance with his/her contract of service, his/her sick leave shall be treated as accruing over the full year.
- (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 any succeeding year.
- (c) A psychologist or social worker who claims an entitlement under this clause shall provide to the employer evidence that would satisfy a reasonable person of the entitlement.
- (d) Where a psychologist or social worker has utilised sick leave in excess of his or her entitlement the employer may deduct the excess portion from the final payment of wages to the psychologist or social worker.
- (e) A psychologist or social worker shall upon request to the employer be advised of the unused portion of sick leave. Where a psychologist or social worker has utilised sick leave in excess of their entitlement, he/she shall be advised of the provisions of paragraph (c) of this subclause.
- (2) This clause shall not apply where the psychologist or social worker is entitled to compensation under the Worker's Compensation and Rehabilitation Act 1981.

10. – LEAVE WITHOUT PAY

- (1) While a psychologist or social worker has the right to apply for leave without pay the granting of such leave is at the discretion of the employer.
- (2) (a) A psychologist or social worker applying for leave under this clause must state the period of such application and the reason for which the application is being sought.
- (b) 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 psychologist or social worker 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.
- (c) If a psychologist or social worker is granted leave without pay the question of the psychologist's or social worker'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 psychologist or social worker upon return to service shall be entitled to a position commensurate with the position held immediately prior to the commencement of such leave.
- (d) The maximum period for which leave is granted under this clause shall be one year.

11. – HOLIDAY AND VACATION LEAVE

- (1) Except as hereinafter provided, a psychologist or social worker shall be entitled to seven (7) weeks per year vacation leave, without deduction of pay. Such leave shall be taken during term and Christmas vacations unless otherwise agreed between the employer and the psychologist or social worker.
- (2) If after one week's continuous service in any calendar year a psychologist or social worker lawfully terminates his/her employment or his/her employment is terminated by the employer through no fault of the psychologist or social worker, the psychologist or social worker shall be granted salary instead of vacation leave proportionate to his/her length of service.
- (3)
 - (a) Where a psychologist or social worker has been paid for vacation 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 psychologist or social worker is not entitled.
 - (b) Where the employment of a psychologist or social worker is terminated by the employer prior to the attainment of the accrued vacation leave, then the provisions of this sub-clause shall not apply.
- (4) A psychologist or social worker shall accrue an entitlement to payment under this clause whilst on paid leave or stand down.
- (5)
 - (a) A leave loading equivalent to 17.5 per cent of four weeks' salary shall be paid to a psychologist or social worker, including a part-time or temporary psychologist or social worker, 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 services of a psychologist or social worker commences after the beginning of first term in a calendar year then by agreement between the employer and the psychologist or social worker, the leave loading may be paid, proportionate to the length of service in that year, in December of that year.

12. - LONG SERVICE LEAVE

- (1) Subject to subclause (2)
 - (a) A psychologist or social worker who has completed ten (10) years' continuous service with an employer shall be entitled to thirteen (13) weeks' paid long service leave.
 - (b) For each subsequent period of ten (10) years' service a psychologist or social worker shall be entitled to an additional thirteen (13) weeks' paid long service leave.
 - (c) On termination of the psychologist's or social worker's employment in any circumstances otherwise than for serious misconduct the psychologist or social worker shall be entitled to payment of long service leave in respect of the number of years' service with the employer completed since the psychologist or social worker last became entitled to an amount of long service leave of a proportionate amount on the basis of thirteen (13) weeks' for ten (10) years' service.
- (2) The expression "continuous service" does not include:
 - (a) Any period exceeding two weeks during which the psychologist or social worker is absent on leave without pay. In the case of leave without pay which exceeds eight (8) weeks in a continuous period, the entire period of leave is excised in full.
 - (b) Any service of a psychologist or social worker 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.

Provided that continuous service includes any period during which the psychologist or social worker is stood down for up to five (5) weeks each year in accordance with his/her contract of service.

- (3) Any public holiday which occurs during the period a psychologist or social worker is on long service leave shall be treated as part of the long service leave and extra days shall not be granted.
- (4) Where a psychologist or social worker has become entitled to a period of long service leave in accordance with this clause, the psychologist or social worker shall commence such leave as soon as possible after the accrual date in a manner and at a time mutually agreed between the employer and the psychologist or social worker.
- (5) Payment for long service leave shall be made in full before the psychologist or social worker goes on leave or by agreement between the psychologist or social worker and the employer, at the same time as the psychologist's or social worker's salary would have been paid if the psychologist or social worker had remained at work in which case the payment shall be made by arrangement between the psychologist or social worker and the employer.
- (6) Where a psychologist or social worker has completed at least seven (7) years' service but less than ten (10) years' service and employment is terminated -
 - (a) by the psychologist's or social worker's death; or
 - (b) in any circumstances, otherwise than 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 ten (10) years.
- (7) In the case to which subclause (6) of this clause applies, and in any case in which the employment of the psychologist or social worker who has become entitled to leave hereunder is terminated before such leave is taken or fully taken the employer shall:
 - (a) upon termination of employment otherwise than by death, pay to the psychologist or social worker 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;
 - (b) upon termination of employment by death, pay to the executor of the psychologist's or social worker's estate, 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.
- (8) Where the continuous service of a psychologist or social worker during the accrual period contains any period where the psychologist's or social worker's hours were less than those of a full time psychologist or social worker, the psychologist's or social worker'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 psychologist's or social worker's hours bears to that of a full time psychologist or social worker over the accrual period.

13. – PARENTAL LEAVE

(1) Eligibility for Parental Leave

A psychologist or social worker shall become entitled to take up to 52 consecutive weeks of unpaid leave in respect of -

- (a) the birth of a child to the psychologist or social worker or the psychologist or social worker's spouse; or
- (b) the placement of a child with the psychologist or social worker with a view to the adoption of the child by the psychologist or social worker.

(2) A psychologist or social worker 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 psychologist or social worker 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 psychologist or social worker is not entitled to take parental leave at the same time as the psychologist's or social worker'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 psychologist or social worker and the psychologist's or social worker's spouse immediately after a child has been placed with them with a view to their adoption of the child.
- (d) A psychologist or social worker 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 6 weeks before the birth

Subject to sub-clauses (4), (5) and (7) of this clause, the period of parental leave for a female psychologist or social worker shall be for an unbroken period of up to 52 weeks and shall include up to six 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 psychologist or social worker 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 psychologist or social worker make it inadvisable for the psychologist or social worker to continue at her present work, the psychologist or social worker 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 psychologist or social worker may, or the employer may require the psychologist or social worker 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 psychologist or social worker and the employer in accordance with the provisions of Clause 10. - Leave Without Pay of this Award.
- (b) The period of parental leave may be shortened by agreement between the psychologist or social worker and the employer.

(6) Cancellation of Parental Leave

- (a) Parental leave, applied for but not commenced, shall be cancelled when the pregnancy of a psychologist or social worker terminates other than by the birth of a living child.
- (b) Subject to paragraph (c) of this subclause, where the pregnancy of a psychologist or social worker then on parental leave terminates other than by the birth of a living child, it shall be the right of the psychologist or social worker or the psychologist or social worker'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 psychologist or social worker to the employer that he or she desires to resume work.
- (c) A psychologist's or social worker's right to resume work within the period specified in paragraph (b) of this sub-clause shall be subject to the practicality of enabling the psychologist or social worker 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 psychologist's or social worker'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 psychologist or social worker or a psychologist's or social worker's spouse not then on parental leave terminates after twenty-eight weeks other than by the birth of a living child then:
 - (i) the psychologist or social worker 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 psychologist or social worker returns to work, or
 - (ii) for illness other than the normal consequences of confinement the psychologist or social worker shall be entitled, either instead of or in addition to special parental leave, to such paid sick leave as to which the psychologist or social worker is then entitled and which a duly qualified medical practitioner certifies as necessary before the psychologist or social worker returns to work.
- (b) Where a psychologist or social worker not then on parental leave suffers illness related to the psychologist or social worker's pregnancy, the psychologist or social worker may take such paid sick leave as to which the psychologist or social worker 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 psychologist or social worker returns to work.
- (c) For the purposes of sub-clauses (9), (10) and (11) of this clause, parental leave shall include special parental leave.
- (d) A psychologist or social worker returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which the psychologist or social worker held immediately before proceeding on such leave or, in the case of a psychologist or social worker who was transferred to a safe job pursuant to subclause (4) of this clause, to the position the psychologist or social worker held immediately before such transfer.

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

(8) Parental Leave and Other Leave Entitlements

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

(12) Replacement psychologist or social workers

- (a) A replacement psychologist or social worker is a psychologist or social worker specifically engaged as a result of a psychologist or social worker proceeding on parental leave.
- (b) Before an employer engages a replacement psychologist or social worker under this subclause, the employer shall inform that person of the temporary nature of the employment and of the rights of the psychologist or social worker who is being replaced.
- (c) Before an employer engages a person to replace a psychologist or social worker temporarily promoted or transferred in order to replace a psychologist or social worker 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 psychologist or social worker who is being replaced.
- (d) Nothing in this subclause shall be construed as requiring the employer to engage a replacement psychologist or social worker.

- (e) A replacement psychologist or social worker 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.

14. – CARER'S LEAVE

(1) Use of Sick Leave

- (a) A psychologist or social worker 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.
- (b) The psychologist or social worker 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 psychologist or social worker being responsible for the care of the person concerned; and
 - (ii) the person concerned being either a member of the psychologist's or social worker's immediate family or a member of the psychologist's or social worker's household.
 - (iii) the term "immediate family" includes:
 - (aa) a spouse (including a former spouse), of the psychologist or social worker; 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 psychologist or social worker.
- (d) The psychologist or social worker 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 psychologist or social worker, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the psychologist or social worker to give prior notice of absence, the psychologist or social worker shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(2) Use of Unpaid Leave

A psychologist or social worker 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.

- (3) Nothing contained in this clause shall prevent a psychologist or social worker from making application for leave as prescribed in Clause 8. - Special Leave of the Award.

15. - BEREAVEMENT LEAVE

(1) Entitlement to Bereavement Leave

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

- (a) the spouse or defacto spouse of a psychologist or social worker;
- (b) the child or step child of a psychologist or social worker;

- (c) the parent, step-parent or parent in-law of a psychologist or social worker;
- (d) the brother or sister of a psychologist or social worker; or
- (e) any person who, immediately before that person's death, lived with the psychologist or social worker as a member of the psychologist's or social worker's family,

the psychologist or social worker 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 psychologist or social worker 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 psychologist or social worker to the deceased person.

16. – SALARIES

- 1 (a) The minimum annual salary payable to a psychologist or social worker engaged in the undermentioned classifications shall be:

SALARY LEVEL	ANNUAL SALARY\$
Step 1	52686
Step 2	54527
Step 3	56451
Step 4	58999
Step 5	62950
Step 6	65527
Step 7	67880
Step 8	70339

- (b) On appointment, a psychologist or social worker shall be placed at the appropriate salary level according to the provisions of subclause (2) of this clause. Recognition of qualifications and experience other than that outlined in this Award shall be determined by agreement between the employer and the psychologist or social worker. In the event that the parties cannot agree on the level of qualifications and/or experience that should apply then the matter may be referred to the Western Australian Industrial Relations Commission.
 - (c) On application by the psychologist or social worker and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the psychologist or social worker into an Approved Superannuation fund nominated in accordance with the provisions of Clause 23. - Superannuation of the Award, and not being an employer contribution to superannuation paid in accordance with the Superannuation Guarantee (Administration) Act 1992, Federal legislation or an employer's contributory superannuation fund.
 - (d) A copy of any agreement reached in accordance with paragraph (c) of this subclause shall be attached to the salary record of the psychologist or social worker concerned.
 - (e) For the purposes of determining weekly or fortnightly salary, the annual salaries as prescribed in this subclause, shall be divided by 52.16 or 26.08 respectively.
- (2) Psychologists and Social Workers appointed to the under mentioned classifications shall be paid in accordance with the following:

- (a) A social worker as defined shall commence at Step 1 and proceed by annual increments to and including Step 6.
 - (b) A provisional psychologist shall commence at Step 1 and proceed by annual increments to and including Step 2.
 - (c) A psychologist who attains full registration status with the Psychologists Board of Western Australia shall commence at Step 4 and proceed by annual increments to and including Step 8.
 - (d) The years of experience is indicated by the number of steps from the commencement level of each classification.
- (3) Part-time psychologists or social workers shall be paid in accordance to the following formula:
- | | | |
|--------------|---|------------------|
| Hours worked | x | Full time weekly |
| 37.5 | | rate of pay |
- (4) (a) A relief social worker shall be paid according to the following formula:
 - (i) Half day = 0.1 x Weekly rate for Step 5
 - (ii) Full day = 0.2 x Weekly rate for Step 5
 - (b) A relief psychologist shall be paid according to the following formula:
 - (i) Half day = 0.1 x Weekly rate for Step 6
 - (ii) Full day = 0.2 x Weekly rate for Step 6
- Note: a half day is up to 3.75 hours and a full day is up to 7.5 hours.
- (5) Where the conditions of employment of a psychologist or social worker are subject to the provisions of subclause (4) of Clause 7. – Contract of Service of this Award, then, by agreement in writing between the employer and the psychologist or social worker, salary may be averaged over the full year.

17. - NO REDUCTION

This Award shall not in itself operate to reduce the salary or conditions of any psychologist or social worker below that actually received by him/her or worsen any conditions pertaining to him/her at the date hereof.

18. – RIGHT OF ENTRY

- (1) An authorised representative of the Union may enter, during working hours, any premises where relevant psychologists or social workers work, for the purposes of holding discussions at the premises with those psychologists or social workers.
- (2) The authorised representative will provide the employer/principal with prior notification of entry.
- (3) The meeting will not disrupt the psychologist's or social worker's performance of his/her duties.
- (4) Where such a meeting is of an urgent nature and upon a request being made to the employer/principal, the employer/principal may approve paid time off to meet with the authorised union representative. Such approval will not be unreasonably withheld.

19. - 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 psychologist or social worker.
 - (b) The start and finish times, the hours worked each day and each week, and the number of weeks worked per year, exclusive of holiday and vacation leave.
 - (c) The salary paid each pay period, and the deductions.
 - (d) The employer/principal 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, except in the case of a relief psychologist or social worker who shall be paid as soon as possible on completion of the engagement.

20. – INSPECTION OF RECORDS

- (1) An authorised representative of the Union may enter, during work hours, any premises where relevant psychologists or social workers 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 psychologist or social worker.
- (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.

21. – 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.

22. - TRAVELLING ALLOWANCES

- (1) Where a psychologist or social worker is required by the employer to work away from the psychologist's or social worker's usual place of employment the employer shall pay the psychologist or social worker

any reasonable travelling expenses incurred except where an allowance is paid in accordance with subclause (2) hereof.

- (2) Where a psychologist or social worker is required and authorised to use his/her own motor vehicle in the course of duty, the psychologist or social worker shall be paid an allowance of not less than that provided for taxation purposes by the Australian Taxation Office

23. – 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 psychologist or social worker 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; and
 - (ii) an exempted fund allowed by sub-clause (3) of this clause.
- (b) Employer contributions shall be paid at least monthly for each week of service that the eligible psychologist or social worker completes with the employer.
- (c) “Ordinary Time Earnings” means the salary or other remuneration periodically received by the psychologist or social worker in respect to the time worked in ordinary hours and/or any other rate paid for all purposes of the Award to which the psychologist or social worker is entitled for ordinary hours of work.

(2) Fund Membership

- (a) “Eligible psychologist or social worker” shall mean a psychologist or social worker employed under the terms of this Award.
- (b) A psychologist or social worker shall not be eligible to join the fund until he/she has completed one month’s satisfactory service. On completion of this period the psychologist or social worker shall be entitled to the appropriate employer contribution, from the date of the psychologist or social worker’s 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 psychologists or social workers and makes payment for a psychologist or social worker 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 a psychologist or social worker 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 a psychologist or social workers 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 psychologists or social workers 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 a psychologist or social worker, 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 psychologist or social worker permitted to nominate a fund or scheme;
- (b) The psychologist or social worker shall be entitled to nominate the complying superannuation fund or scheme to which contributions are to be made by or in respect of the psychologist or social worker;
- (c) The employer shall notify the psychologist or social worker 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 psychologist or social worker to whom such is directed;
- (e) The psychologist or social worker and employer shall be bound by the nomination of the psychologist or social worker unless the psychologist or social worker 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 psychologist or social worker;

Provided that on and from 30 June 1998, and until a psychologist or social worker 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.

24. – DISPUTE SETTLING PROCEDURE

- (1) The principles of conciliation and direct negotiation shall be adopted for the purposes 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 a psychologist or social worker 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 direct negotiations with the employer to resolve the matters in dispute or to address matters of mutual concern.
- (4) Procedure of Settlement of Disputes
 - (a) The psychologist or social worker and his/her supervisor shall confer, clearly identify the facts and where possible, resolve the issue.
 - (b) If not resolved, the psychologist or social worker 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 Award on this matter, and where possible, resolve the issue.
 - (d) If the matter is still not resolved, it may be referred to the Western Australian Industrial Relations Commission for conciliation/arbitration.

25. - REDUNDANCY PROVISIONS

- (1) Discussions Before Termination
 - (a) Where an employer has made a definite decision that the employer no longer wishes the job the psychologist or social worker 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 psychologist or social worker directly affected and with his/her 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 sub clause 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 psychologist or social workers 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 psychologist or social worker are to be terminated due to redundancy, the psychologist or social worker shall be entitled to notice of termination as prescribed in Clause 6. – Contract of Service, of this Award, provided that psychologist or social workers 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 psychologist or social worker 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 psychologist or social worker arising pursuant to this award and shall be deemed to be service with the employer for the purposes of Long Service Leave.

(3) Psychologist or Social Workers Leaving During Notice

A psychologist or social worker 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 psychologist or social worker remained with the employer until the expiry of such notice. This is with the provision that in such circumstances the psychologist or social worker shall not be entitled to payment instead of notice.

(4) Time Off During Notice Period

- (a) During the period of notice of termination of employment given by an employer, a psychologist or social worker 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.
- (b) A psychologist or social worker 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 7 – Contract of Service, of this Award, for ordinary termination, a psychologist or social worker 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 psychologist or social worker 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 psychologist or social worker.

(7) Psychologists or Social Workers Exempted

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

SCHEDULE A – SALARIES (ASNA)

The following schedule provides a history of Clause 16. – Salaries of the Award including all Arbitrated Safety Net Adjustments (ASNA) as at 1 July 2019.

The minimum annual salary payable to a psychologist or social worker engaged in the under mentioned classifications shall be:

Column A shall apply from the beginning of the first pay period commencing on or after the date of the Award.

Column B shall apply from the beginning of the first pay period commencing on or after 5 June 2003.

SALARYLEVEL	ANNUAL SALARY\$ Column A	Column B	ASNA	TOTAL
Step 1	32265	33048	19638	52686
Step 2	33924	34707	19820	54527
Step 3	35762	36545	19906	56451
Step 4	38058	38841	20158	58999
Step 5	41619	42402	20548	62950
Step 6	43941	44724	20803	65527
Step 7	46062	46845	21035	67880
Step 8	48277	49060	21279	70339

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
The Anglican Schools Commission (Inc.)	PO Box 2520, MT CLAREMONT WA 6010
Aquinas College	Locked Bag 11, Bentley Delivery Centre WA 6983
Association of Independant Schools of Western Australia (Inc.)	3/41 Walters Drive, Herdsman Business Park, OSBORNE PARK WA 6017
Bible Baptist Christian Academy	Lot 374 Chidlow Street, MT HELENA WA 6555
Catholic Education Commission of Western Australia	PO Box 198, LEEDERVILLE WA 6903
Forrestfield Christian School	336 Hawtin Road, FORRESTFIELD WA 6058
Guildford Grammar School	Locked Bag 5, GUILDFORD WA 6935
Hale School	Hale Road, WEMBLEY DOWNS WA 6019
Korsunski-Carmel School	Cresswell Road, DIANELLA WA 6062
Kulkarriya Community School	PO Box 3, FITZROY CROSSING WA 6765
Methodist Ladies College	PO Box 222, CLAREMONT WA 6010
Montessori School	PO Box 194, KINGSLEY WA 6026
Perth College	PO Box 25, MT LAWLEY WA 6929
Penrhos College	PO Box 690, COMO WA 6952
Presbyterian Ladies College (Inc.)	14 McNeil Street, PEPPERMINT GROVE WA 6011

The Roman Catholic Archbishop of Perth (Inc.)

Victoria Square,
PERTH WA 6000

Scotch College (Inc.)

PO Box 223,
CLAREMONT WA 6010

Seventh Day Adventist School

Cnr Ninth and Wungong Roads,
ARMADALE WA
6112

Speech and Hearing Centre for Children (W.A.) Inc.

PO Box 186,
WEMBLEY WA 6913

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

Trinity College

Trinity Avenue,
EAST PERTH WA 6004

Wesley College

PO Box 149,
SOUTH PERTH WA 6951

UNION PARTY

The Independant Schools Salaried Officers'
Association of Western Australia, Industrial Union of
Workers

PO Box 8444, Perth Business Centre PERTH WA
6849

VARIATION RECORD

INDEPENDANT SCHOOLS PSYCHOLOGISTS AND SOCIAL WORKERS AWARD
NO. 3 OF 1996

Delivered 31/07/00 at 80 WAIG 3198

Consolidated

CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
1. Title				
(2. Minimum Adult Award Wage)				
	Cl	752/01	01/08/01	81 WAIG 1721
	Cl	797/02	01/08/02	82 WAIG 1369
	Renumbered	1045/02	04/06/03	83 WAIG 1441
1B. Minimum Adult Award Wage				
	Ins new No.	1045/02	14/04/03	83 WAIG 1441
	Cl.	569/03	5/06/03	83 WAIG 1899 & 2358
	(9)	1197/03	1/11/03	83 WAIG 3537
	Cl.	570/04	4/06/04	84 WAIG 1521
	Cl.	576/05	07/07/05	85 WAIG 2083 & 2573
	Cl.	957/05	07/07/06	86 WAIG 1631 & 2098
	Cl.	1/07	01/07/07	87 WAIG 1487 & 1987
	Cl.	115/07	01/07/08	88 WAIG 773 & 1222
	Cl.	1/09	01/10/09	89 WAIG 735 & 1648
	Cl.	2/10	01/07/10	90 WAIG 568 & 1110
	Cl.	2/11	01/07/11	91 WAIG 1008 & 1514
	Cl.	2/12	01/07/12	92 WAIG 1269
	Cl.	1/13	01/07/13	93 WAIG 941
	Cl.	1/14	01/07/14	94 WAIG 1159
	Cl.	1/15	01/07/15	95 WAIG 1136
	Cl.	1/16	01/07/16	96 WAIG 982
	Cl.	1/17	01/07/17	97 WAIG 1047
	Cl.	1/18	01/07/18	98 WAIG 263 & 763

(3. Arrangement)

Renumbered 1045/02 14/04/03 83 WAIG 1441

2. Arrangement

Ins No. Title & Cl 1045/02 14/04/03 83 WAIG 1441

(4. Area)

Renumb 1045/02 14/04/03 83 WAIG 1441

3. Area

Ins. No & Title 1045/02 14/04/03 83 WAIG 1441

(5. Scope)

Renumb 1045/02 14/04/03 83 WAIG 1441

4. Scope

Ins No. Title & Cl. 1045/02 14/04/03 83 WAIG 1441

(6. Definitions)

Renumb 1045/02 14/04/03 83 WAIG 1441

5. Definitions

Ins. No. Title & Cl 1045/02 14/04/03 83 WAIG 1441

(7. Term)

Renumb 1045/02 14/04/03 83 WAIG 1441

6. Term

Ins No. & Title 1045/02 14/04/03 83 WAIG 1441

(8. Contract of Service)

	Renumb	1045/02	14/04/03	83 WAIG 1441
7. Contract of Service				
	Ins. No. Title & Cl.	1045/02	14/04/03	83 WAIG 1441
8. Special Leave				
	Ins. New No. Title & Cl	1045/02	14/04/03	83 WAIG 1441
(9. Leave)				
	Del.	1045/02	14/04/03	83 WAIG 1441
9. Sick Leave				
	Ins. New No. Title & Cl.	1045/02	14/04/03	83 WAIG 1441
10. Leave Without Pay				
	Ins. New No. Title & Cl.	1045/02	14/04/03	83 WAIG 1441
(10. Holidays and Vacations)				
	Renumb	1045/02	14/04/03	83 WAIG 1441
11. Holiday and Vacation Leave				
	Ins. New No. Title & Cl.	1045/02	14/04/03	83 WAIG 1441
(11. Long Service Leave)				
	Renumb	1045/02	14/04/03	83 WAIG 1441
12. Long Service Leave				
	Ins. New No. Title & Cl.	1045/02	14/04/03	83 WAIG 1441
(12. Parental Leave)				
	Renumb	1045/02	14/04/03	83 WAIG 1441
13. Parental Leave				

	Ins. New No. Title & Cl.	1045/02	14/04/03	83 WAIG 1441
(13. Family Leave)				
	Renumb	1045/02	14/04/03	83 WAIG 1441
14. Carer's Leave				
	Ins. New No. Title & Cl.	1045/02	14/04/03	83 WAIG 1441
15. Bereavement Leave				
	Ins. New No. Title & Cl.	1045/02	14/04/03	83 WAIG 1441
(14. Salaries)				
	Cl	752/01	01/08/01	81 WAIG 1721
	(1) (a)	797/02	01/08/02	82 WAIG 1369
	Renumb	1045/02	14/04/03	83 WAIG 1441
16. Salaries				
	Ins. New No. Title & Cl.	1045/02	14/04/03	83 WAIG 1441
	Cl.	569/03	5/06/03	83 WAIG 1899 & 2358
	Cl.	570/04	4/06/04	84 WAIG 1521 & 1857
	Cl.	576/05	07/07/05	85 WAIG 2083 & 2573
	Cl.	957/05	07/07/06	86 WAIG 1631 & 2098
	Cl.	1/07	01/07/07	87 WAIG 1487 & 1987
	Cl.	115/07	01/07/08	88 WAIG 773 & 1222
	Cl.	1/09	01/10/09	89 WAIG 735 & 1648
	Cl.	2/10	01/07/10	90 WAIG 568 & 1110
	Cl.	2/11	01/07/11	91 WAIG 1008 & 1514
	Cl.	2/12	01/07/12	92 WAIG 1269
	Cl.	1/13	01/07/13	93 WAIG 941
	Cl.	1/14	01/07/14	94 WAIG 1159
	Cl.	1/15	01/07/15	95 WAIG 1136
	Cl.	1/16	01/07/16	96 WAIG 982

	Cl.	1/17	01/07/17	97 WAIG 1047
	Cl.	1/18	01/07/18	98 WAIG 263 & 763
(15. Right of Entry)				
	Renumb	1045/02	14/04/03	83 WAIG 1441
17. No Reduction				
	Ins. new No. Title & Cl	1045/02	14/04/03	83 WAIG 1441
(16. No Reduction)				
	Renumb	1045/02	14/04/03	83 WAIG 1441
18. Right of Entry				
	Ins. new No. Title and Cl	1045/02	14/04/03	83 WAIG 1441
19. Salary Record				
	Ins new No. Title & Cl	1045/02	14/04/03	83 WAIG 1441
20. Inspection of Records				
	Ins. new No. Title & Cl.	1045/02	14/04/03	83 WAIG 1441
(17. Location Allowances)				
	Cl.	686/02	01/07/02	82 WAIG 1185
	Renumb	1045/02	14/04/03	83 WAIG 1441
21. Location Allowances				
	Ins. No. Title & Cl.	1045/02	14/04/03	83 WAIG 1441
	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

22. Travelling Allowances

Ins. new No. Title & Cl.	1045/02	14/04/03	83 WAIG 1441
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(18. Superannuation)

Renumb	1045/02	14/04/03	83 WAIG 1441
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23. Superannuation

Ins. new No. Title & Cl.	1045/02	14/04/03	83 WAIG 1441
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(19. Dispute Settling Procedures)

Renumb	1045/02	14/04/03	83 WAIG 1441
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24. Dispute Settling Procedure

Ins new No.	1045/02	14/04/03	83 WAIG 1441
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25. Redundancy Provisions

Ins. new No., Title & Cl.	1045/02	14/04/03	83 WAIG 1441
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Schedule A – Salaries (ASNA)

Ins. new Title & Sch.	1045/02	14/04/03	83 WAIG 1441
Sch.	569/03	5/06/03	83 WAIG 1899 & 2358
Sch.	570/04	4/06/04	84 WAIG 1521 & 1857
Sch.	576/05	07/07/05	85 WAIG 2083 & 2573
Sch.	957/05	07/07/06	86 WAIG 1631 & 2098
Sch.	1/07	01/07/07	87 WAIG 1487 & 1987
Sch.	115/07	01/07/08	88 WAIG 773 & 1222
Sch.	1/09	01/10/09	89 WAIG 735 & 1648
Sch.	2/10	01/07/10	90 WAIG 568 & 1110
Sch.	2/11	01/07/11	91 WAIG 1008 & 1514
Sch.	2/12	01/07/12	92 WAIG 1269
Sch.	1/13	01/07/13	93 WAIG 941
Sch.	1/14	01/07/14	94 WAIG 1159
Sch.	1/15	01/07/15	95 WAIG 1136
Sch.	1/16	01/07/16	96 WAIG 982
Sch.	1/17	01/07/17	97 WAIG 1047
Sch.	1/18	01/07/18	98 WAIG 263 & 763

Schedule A - Parties

Del.	1045/02	14/04/03	83 WAIG 1441
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Schedule B - Parties

Ins. new Sch.	1045/02	14/04/03	83 WAIG 1441
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