

Independent Schools' Teachers' Award 1976

1. - TITLE

This Award shall be known as the "Independent Schools' Teachers'" Award 1976 and replaces Award No. 35 of 1960 as amended and consolidated.

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

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Appendix 1 -

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2A. - STATE WAGE PRINCIPLES - JUNE 1991

It is a term of this award that the Union undertakes for the duration of the Principles determined by the Commission in Court Session in Application No. 704 of 1991 not to pursue any extra claims award or overaward except when consistent with the State Wage Principles.

3. - AREA

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

4. - SCOPE

This Award applies to teachers (as defined) employed in the classifications mentioned in Clause 14. - Salaries of this Award, but it does not apply to 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 in which he/she is engaged in teaching duties.

5. - DEFINITIONS

- (1) "Teacher" shall mean any person employed on the teaching staff of an independent school but does not include the Deputy Principal or the Principal.
- (2) "Part-time Teacher" shall mean a teacher employed regularly on the staff of an independent school and who works less than the normal hours that a full-time teacher is required to work.
- (3) "Temporary Teacher" shall mean a teacher engaged as full-time or part-time as a replacement teacher or such other purpose as may be required to fulfil the teaching obligations of the school, provided that the period of engagement of a temporary teacher shall be not less than twenty consecutive working days and not more than a period of twelve months, except where the substantive teacher on unpaid leave is granted an extension the temporary teacher's engagement may be extended for the period of this extension.
- (4) "Relief Teacher" shall mean a teacher employed part-time or full-time on a daily or half daily basis for a period not exceeding nineteen consecutive days in the same school.
- (5) "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.
- (6) "Promotional Position" shall mean a position which involves:
 - (a) the supervision of other members of staff
and/or
 - (b) administrative duties in excess of those usually required of a teacher in an Independent School
and/or

- (c) pastoral care duties or any other Promotional Position responsibilities in excess of those usually required of a teacher in an Independent School.
- (7) "Senior Teacher" shall mean a teacher, appointed as such in accordance with the provisions of this award, who has demonstrated high level skills and practice in teaching and who participates as a team member in the development of the school.
- (8) "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)
 - (a) A teacher 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 teacher within one week of commencing work. This subclause shall not apply to a relief teacher.
 - (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 teacher.
 - (c) Paragraph (a) of this subclause does not authorise the inclusion in a letter of appointment of any provision which is inconsistent with or contrary to any provision of this Award.
- (2) Except in the case of relief or temporary teachers, the termination of the service of a teacher shall require a minimum of six weeks' notice by either party to take effect from the close of school business at the end of school term. Failure to give the required notice shall make that party liable to forfeiture of or payment to the other party of an amount equivalent to six weeks' pay or an amount equivalent to that period of notice not given or served.

Provided that the requirements of this subclause may be waived in part or whole by mutual agreement between the teacher and the employer.

- (3) The contract of service of a temporary teacher shall be terminable at any time by either party giving not less than one (1) week's notice, save that in the case of continuous service exceeding one (1) year, notice shall be as prescribed in subclause (2) of this clause.
- (4) The engagement of a relief teacher shall be by the day or half day and where the period exceeds five consecutive days the notice shall be one day. Where the employment is for five consecutive days or less the engagement shall be considered to be a specific period and notice shall not be required.
- (5) A part-time teacher shall receive payment for sick leave, long service leave and vacation leave on a pro-rata basis in the proportion that his/her hours of work bear to the hours of a full-time teacher.
- (6) Upon termination a statement of service and a separate reference when requested by the teacher shall be provided to the teacher by the employer.
- (7) Nothing within this clause detracts from the employer's right to dismiss summarily any teacher for serious misconduct in which case salary shall be paid up to the time of dismissal only.

7. - SPECIAL LEAVE

- (1) A teacher 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.

8. – SICK LEAVE

- (1) (a) A teacher 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 twelve and one half day's pay for each completed year of service. Such leave will accrue on a weekly basis. A teacher who was actually engaged for all four terms in a calendar year shall be entitled to a year's entitlement.
 - (c) A teacher 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 teacher 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 teacher's services terminate, if before the end of that year of service, to the extent that the teacher has become entitled to further paid sick leave during that year of service.
- (2) A temporary teacher shall retain the benefit of accumulated sick leave on appointment as a permanent teacher 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 teacher 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 teacher shall not be entitled to claim payment for any period exceeding thirteen weeks in any one year of service.
- (4) A teacher 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 teachers who are entitled to payment under the Workers' Compensation and Rehabilitation Act 1981 nor to teachers whose injury or illness is the result of the teacher's own misconduct.

9. – LEAVE WITHOUT PAY

- (1) While a teacher has the right to apply for leave without pay the granting of such leave is at the discretion of the employer.
- (2) A teacher 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 teacher 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 exercised in full.

- (4) If a teacher is granted leave without pay the question of the teacher'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 teacher 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.

10. - HOLIDAY AND VACATION LEAVE

- (1) Except as hereinafter provided, a teacher shall be allowed the holidays granted by the school in which he/she is employed, including term and Christmas vacations, without deduction of pay.
- (2) If after one week's continuous service in any calendar year a teacher lawfully terminates his/her employment or his/her employment is terminated by the employer through no fault of the teacher, the teacher shall be granted salary instead of vacation leave proportionate to his/her length of service. Provided that a teacher 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 teacher 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 teacher is not entitled.
 - (b) Where the employment of a teacher 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 teacher on approved paid leave, shall accrue an entitlement to payment under this clause.
- (5) A teacher who is justifiably dismissed for serious misconduct shall not be entitled to the benefits of the provisions of this clause.
- (6)
 - (a) A leave loading equivalent to 17.5 per cent of four weeks' salary shall be paid to a teacher, including a part-time and temporary teacher, 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 teacher commences after the beginning of first term in a calendar year then by agreement between the employer and the teacher, the leave loading may be paid, proportionate to the length of service in that year, in December of that year.

11. - LONG SERVICE LEAVE

- (1) Subject to subclause (3):
 - (a) A teacher who has completed ten (10) years' continuous service with an employer shall be entitled to 13 weeks' paid long service leave.
 - (b) For each subsequent period of ten (10) years' service a teacher shall be entitled to an additional 13 weeks' paid long service leave.
 - (c) On termination of the teacher's employment in any circumstances otherwise than for serious misconduct the teacher shall be entitled to payment of long service leave in respect of the number of years' service with the employer completed since the teacher last became entitled to an amount of long service leave of a proportionate amount on the basis of 13 weeks' for ten (10) years' service.
- (2) In calculating a teacher's entitlement under this clause continuous service with the employer prior to the 1st day of January 1984 shall be taken into account in the following manner:

- (a) In the case of a teacher who has already accrued an entitlement to long service leave with the employer prior to the 1st day of January 1984, the teacher shall continue to accrue subsequent entitlements to long service leave in accordance with the provisions of subclause (1) of this clause.
 - (b) In the case of a teacher who, at the 1st day of January 1984, had not accrued an entitlement to long service leave, the teacher's entitlement shall be calculated on the following basis:

For any period of continuous employment prior to the 1st day of January, 1984, an amount calculated on the basis of 13 weeks' paid long service leave for each 15 years of continuous service.
- (3) The expression "continuous service" does not include:
- (a) Any period exceeding two weeks during which the teacher 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 exercised in full;
 - (b) any service of a teacher 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 teacher 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 teacher has become entitled to a period of long service leave in accordance with this clause, the teacher shall commence such leave as soon as possible after the accrual date in a manner mutually agreed between the employer and the teacher by one of the following options:
- (a) as a semester, with approved leave without pay for that portion which exceeds the long service leave period;
 - (b) as a term, with any excess entitlement being taken with future long service leave or paid out on termination, resignation or retirement. The excess cannot be used to reduce a future accrual period;
 - (c) as a term, with the excess entitlement falling during the Christmas vacation period being paid for in addition to the ordinary payment for such vacation. The excess leave may be taken during the vacation period prior to or following the term's long service leave.
- (7) Payment for long service leave shall be made in full before the teacher goes on leave or by agreement between the teacher and the employer, at the same time as the teacher's salary would have been paid if the teacher had remained at work in which case the payment shall be made by arrangement between the teacher and the employer.
- (8) Where a teacher has completed at least 7 years' service but less than 10 years' service and employment is terminated -
- (a) by the teacher'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 10 years.

- (9) In the case to which subclause (8) of this clause, applies and in any case in which the employment of the teacher 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 teacher and upon termination of employment by death, pay to the personal representative of the teacher 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 teacher during the accrual period contains any period where the teacher worked on a part time basis the teacher'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 teacher's part time service bears to that of a full time teacher over the accrual period.

12. – CARER'S LEAVE

(1) Use of Sick Leave

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

(2) Use of Unpaid Leave

A teacher 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 teacher from making application for leave as prescribed in Clause 7. - Special Leave of the Award.

13. - BEREAVEMENT LEAVE

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

Entitlement to Bereavement Leave

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

the teacher is entitled to paid bereavement leave of up to two 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 teacher 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 teacher to the deceased person.

14. - SALARIES

- (1) (a) The minimum annual salary payable to teachers engaged in the undermentioned classifications shall be:

| | Total Salary |
|---------|--------------|
| | Per Annum |
| | \$ |
| Step 1 | 44578 |
| Step 2 | 46058 |
| Step 3 | 47421 |
| Step 4 | 49127 |
| Step 5 | 50720 |
| Step 6 | 52085 |
| Step 7 | 53450 |
| Step 8 | 55155 |
| Step 9 | 56915 |
| Step 10 | 58451 |

| | |
|---------|-------|
| Step 11 | 59700 |
| Step 12 | 61409 |
| Step 13 | 63113 |

- (b) On appointment, a teacher shall be placed at the appropriate salary level according to qualifications and full-time teaching experience in Australia. Recognition of qualifications and experience other than that outlined in this clause shall be determined by agreement between the employer and the teacher. 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 Independent Schools Industrial Affairs Consultative Committee.
 - (c) On application by the teacher and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the teacher into an Approved Superannuation fund nominated in accordance with the provision of Clause 22. - Superannuation of the Award, and not being an employer contribution to superannuation paid in accordance with 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 teacher 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) In determining the appropriate minimum salary level the following will apply:
- (a) Teachers not elsewhere provided for shall commence at Step 1 and proceed by annual increments to and including Step 9.
 - (b) Two-year or three-year trained teacher holding a Teacher's Certificate or a teacher holding a University Degree (other than Bachelor of Education) but not a Teacher's Certificate shall commence at Step 3 and proceed by annual increments to and including Step 9.
 - (c) Teacher holding:
 - University Degree and Diploma of Education; or
 - University Degree and Teacher's Certificate; or
 - Bachelor of Education Degree;
 shall commence at Step 5 and proceed by annual increments to and including Step 13.
 - (d) Teacher holding the qualifications as outlined in paragraph (c) of this subclause plus a second or higher degree as outlined in paragraph (h) of this clause shall commence at Step 6 and proceed by annual increments to and including Step 13.
 - (e) The term Degree or Diploma will be deemed to include equivalent qualifications. In the event of a dispute the matter may be referred to the Independent Schools Industrial Affairs Consultative Committee.
 - (f) A teacher who obtains an additional qualification which is recognised as the equivalent to an additional year of training, shall be credited with the extra year for salary purposes.

- (g) The qualifications referred to in paragraph (f) above, shall be determined by agreement through the Independent Schools Industrial Affairs Consultative Committee and shall be reviewed each year and shall be listed to apply from the beginning of each calendar year.
- (h) A teacher who obtains a second, or higher degree shall be credited with one extra year's experience for salary purposes. For the purpose of this subclause, a second or higher degree shall mean to include a graduate diploma or a degree at honours level.
 - (i) The years of experience is indicated by the equivalent number of steps from the entry level.

(3) SENIOR TEACHER:

- (a) Subject to the provisions for implementing the classification set out in the Appendix to this Award, an appointee to a Senior Teacher classification shall be entitled to the following annual allowance:

Level One - 3.2% of the maximum total salary per annum as prescribed in subclause (1) of this clause.

Level Two - 6.9% of the maximum total salary per annum as prescribed in subclause (1) of this clause.

- (b) A teacher in a promotional position who achieves a Senior Teacher Level 1 classification shall be entitled to the minimum allowance applicable to the promotion position or the Senior Teacher Level 1 classification whichever is the greater.

(4) Part-time and part-time temporary teachers shall be paid in accordance with this Award for duties performed in proportion to the time those duties bear to an ordinary full-time teaching week.

- (5) (a) Relief teachers employed for five (5) consecutive working days or more shall be paid for the period at the rate of salary appropriate to their qualifications and experience on a weekly basis of annual salary divided by forty (40) or a daily basis of annual salary divided by two hundred (200).

- (b) A relief teacher employed for less than five (5) consecutive working days shall be paid according to the following formula:

- (i) Less than four year trained

| | | | | | |
|------|----------|---|----------------------|---|-----|
| (aa) | Full day | = | Step 6 Annual Salary | / | 200 |
| (bb) | Half day | = | Step 6 Annual Salary | / | 400 |

- (ii) Four year trained

| | | | | | |
|------|----------|---|----------------------|---|-----|
| (aa) | Full day | = | Step 8 Annual Salary | / | 200 |
| (bb) | Half day | = | Step 8 Annual Salary | / | 400 |

Note: For the purposes of this subclause a half day is determined as the hours usually worked in a school prior to the lunch break or the hours worked from the beginning of the lunch break until the end of the school day.

(6) SECONDARY SCHOOLS

- (a) A teacher appointed to a promotional position in a secondary school shall be placed within one of the following promotion levels in accordance with the duties as prescribed.

Promotional Level 1

The management of a major department, for example, secondary English, or an equivalent responsibility, for example, in the pastoral care of students.

Promotional Levels 2, 3 and 4

The levels assigned will recognise the gradation of responsibilities which apply within a school among various promotional positions.

For example, for promotional Level 2: the management of a small department or an equivalent level of responsibility.

For example, for promotional Level 3: second in charge of a major department, or an equivalent level of responsibility.

For example, for promotional Level 4: co-ordinator of a subject, i.e., subject teachers with minimal supervision of other staff, or an equivalent level of responsibility.

- (b) All allowances relating to promotional positions are minima.
- (c) The scale of promotional allowances paid shall be based on the promotional level as determined in paragraph (a) of this subclause and the school category as defined in paragraph (d) of this subclause.
- (d) The category of the school shall be determined as follows:
- (i) Category A: School above 600 full-time equivalent students.
 - (ii) Category B: School between 300 and 600 full-time equivalent students.
 - (iii) Category C: School below 300 full-time equivalent students.
- (e) The minimum allowance payable for a promotional position shall be as follows:
- (i) Promotional Level 1 Category A: 12.5 per cent of the maximum salary level as prescribed in subclause (1) of Clause 14. - Salaries.
 - (ii) Promotional Level 1 Category B: 10.5 per cent of the maximum salary level as prescribed in subclause (1) of Clause 14. - Salaries.
 - (iii) Promotional Level 1 Category C: 8.5 per cent of the maximum salary level as prescribed in subclause (1) of Clause 14. - Salaries.
 - (iv) Promotional Levels 2, 3 and 4 shall be paid 70 per cent, 50 per cent and 30 per cent respectively of Promotion Level 1 of the appropriate school category.

(7) PRIMARY SCHOOLS

- (a) Allowances for promotional positions in primary schools, where appointed under this Award, shall be at the Assistant Principal (Administration), Assistant Principal (Religious Education) level or similar designation relevant to the school.

- (b) Where a primary school has in excess of 700 full-time equivalent students, an additional promotional position may be appointed at the discretion of the employer.
- (c) The allowance payable to Assistant Principals shall be as follows:
 - (i) Schools with 300 to 700 full-time equivalent students - \$6000.00 per annum.
 - (ii) Schools with 100 to 300 full-time equivalent students - \$3000.00 per annum.
- (8) Notwithstanding the provision of subclauses (7) and (8) of this clause, where an agreement is reached between the employer and the teacher on any allowance or benefit for promotional positions, expressed in terms other than those prescribed under this clause, then, subject to notification to the Union of such agreement, such conditions shall apply for the purposes of this Award.

15. - RIGHT OF ENTRY

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

16. - PROTECTIVE CLOTHING

Where a school requires that a teacher 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 teacher, fair wear and tear excepted.

17. - PARENTAL LEAVE

- (1) Eligibility for Parental Leave

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

 - (a) the birth of a child to the teacher or the teacher's spouse; or
 - (b) the placement of a child with the teacher with a view to the adoption of the child by the teacher.
- (2) A teacher 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 teacher proceeds upon such leave; and
 - (b) has given the employer at least 10 weeks' written notice of his/her intention to take such leave, and the start and finish dates of such leave.
 - (c) a teacher is not entitled to take parental leave at the same time as the teacher'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 teacher and the teacher's spouse immediately after a child has been placed with them with a view to their adoption of the child.
 - (d) a teacher 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 subclauses (4), (5) and (7) of this clause, the period of parental leave for a female teacher 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 teacher 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 teacher make it inadvisable for the teacher to continue at her present work, the teacher shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attached to that job until the commencement of parental leave. If the transfer to a safe job is not practicable, the teacher may, or the employer may require the teacher 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 teacher and the employer in accordance with the provisions of Clause 9. - Leave Without Pay of this Award.
- (b) The period of parental leave may be shortened by agreement between the teacher and the employer.

- (6) Cancellation of Parental Leave

- (a) Parental leave, applied for but not commenced, shall be cancelled when the pregnancy of a teacher terminates other than by the birth of a living child.
- (b) Subject to paragraph (c) of this subclause, where the pregnancy of a teacher then on parental leave terminates other than by the birth of a living child, it shall be the right of the teacher or teacher'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 teacher to the employer that he or she desires to resume work.
- (c) A teacher's right to resume work within the period specified in paragraph (b) of this subclause shall be subject to the practicality of enabling the teacher 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 teacher'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 teacher or a teacher's spouse not then on parental leave terminates after twenty-eight weeks other than by the birth of a living child then:

- (i) the teacher 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 teacher's return to work; or
 - (ii) for illness other than the normal consequences of confinement the teacher shall be entitled, either instead of or in addition to special parental leave, to such paid sick leave as to which the teacher is then entitled and which a duly qualified medical practitioner certifies as necessary before the teacher returns to work.
- (b) Where a teacher not then on parental leave suffers illness related to the teacher's pregnancy, the teacher may take such paid sick leave as to which the teacher 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 teacher 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 teacher returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which the teacher held immediately before proceeding on such leave or, in the case of a teacher who was transferred to a safe job pursuant to subclause (4) of this clause, to the position the teacher held immediately before such transfer.

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

(8) Parental Leave and Other Leave Entitlements

- (a) A teacher 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 teacher 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 teacher during the teacher'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 teacher 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 teacher 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 teacher on the ground of the teacher's pregnancy or of the teacher'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 teacher shall be entitled to the position which the teacher held immediately before proceeding on parental leave or, in the case of a teacher who was transferred to a safe job pursuant to subclause (4) of this clause, to the position which the teacher held immediately before such transfer. Where such position no longer exists but there are other positions available for which the teacher is qualified and the duties of which the teacher is capable of performing, the teacher shall be entitled to a position as nearly comparable in status and salary or wage to that of the teacher's former position.

- (b) The teacher will notify the employer in writing not less than six (6) weeks prior to the presumed dated of return, when the teacher requests to return to work under different arrangements from those which the teacher held immediately prior to the commencement of Parental leave.

(12) Replacement Teachers

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

18. – 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.

19. - TRAVELLING ALLOWANCES

- (1) Where a teacher is required by the employer to work away from the teacher's usual place of employment the employer shall pay the teacher any reasonable travelling expenses incurred except where an allowance is paid in accordance with subclause (2) hereof.
- (2) Where a teacher is required and authorised to use his/her own motor vehicle in the course of duty, the teacher shall be paid an allowance of not less than that provided for taxation purposes by the Australian Taxation Office, unless otherwise agreed by the teacher.

20. - SALARY RECORDS

- (1) The employer shall keep or cause to be kept, records containing the following particulars:
- (a) Full name and residential address of each teacher.
- (b) The full time or part time percentage, and the number of weeks worked per year, exclusive of Holiday and Vacation leave.
- (c) The salary paid each pay period, and their deductions.
- (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, except in the case of a relief teacher who shall be paid as soon as possible on completion of the engagement.

21. – INSPECTION OF RECORDS

- (1) An authorised representative of the Union may enter, during work hours, any premises where relevant teachers 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 teacher.
- (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.

22. - SUPERANNUATION

(1) Employer Contributions

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

- (a) An employer shall contribute to superannuation for each eligible teacher 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 subclause (3) of this clause.
 - (b) Employer contributions shall be paid at least monthly for each week of service that the eligible teacher completes with the employer.
 - (c) "Ordinary Time Earnings" means the salary or other remuneration periodically received by the teacher in respect to the time worked in ordinary hours and/or any other rate paid for all purposes of the Award to which the teacher is entitled for ordinary hours of work.
- (2) Fund Membership
- (a) "Eligible Teacher" shall mean a teacher employed under the terms of this Award.

- (b) A teacher shall not be eligible to join the fund until he/she has completed one month's satisfactory service. On completion of this period the teacher shall be entitled to the appropriate employer contribution, from the date of the teacher'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 teachers and makes payment for teachers 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 teachers 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 teachers 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 teachers 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 teacher, 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 teacher permitted to nominate a fund or scheme;
- (b) The teacher shall be entitled to nominate the complying superannuation fund or scheme to which contributions are to be made by or in respect of the teacher;
- (c) The employer shall notify the teacher 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 teacher to whom such is directed;

- (e) The teacher and employer shall be bound by the nomination of the teacher unless the teacher 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 teacher;

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

- (i) 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

- (ii) 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.

23. - CONSULTATIVE PROVISIONS

- (1) The parties to this award are committed to award modernisation and to improve the efficiency of the Independent School sector in Western Australia.
- (2) In order to facilitate the outcomes as determined in subclause (1) above, there shall be established an Independent Schools Consultative Committee with equitable representation of employers and employees which will provide:
 - (a) for the continuation of the award restructuring process as determined, from time to time, by the Western 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 independent school sector.
- (3) Liberty to apply is reserved in respect to any amendments, deletions or additions pertaining to the provisions of this clause.

24. - REDUNDANCY PROVISIONS

- (1) Discussions Before Termination
 - (a) Where an employer has made a definite decision that the employer no longer wishes the job the teacher 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 teachers 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 teachers 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 teacher are to be terminated due to redundancy, the teacher shall be entitled to notice of termination as prescribed in Clause 6. – Contract of Service, of this Award, provided that teachers 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 teacher 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 teacher arising pursuant to this Award and shall be deemed to be service with the employer for the purposes of Long Service Leave.

(3) Teacher Leaving During Notice

A teacher 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 payment under this clause had the teacher remained with the employer until the expiry of such notice. Provided that in such circumstances the teacher 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 teacher 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 teacher 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 teacher whose employment is terminated for reasons set out 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 teacher 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 teacher.

(7) Teachers Exempted

This clause shall not apply to relief or temporary teachers 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..

APPENDIX 1

1. - TEACHER APPRAISAL

- (1)
 - (a) Teacher appraisal is essential to ongoing teacher professional development, performance planning and review in the context of the individual, the department or the school as a whole.
 - (b) The structure of the appraisal process will be determined by its purposes that is whether it is formative or summative.
- (2) The following are the minimum requirements of any teacher appraisal process.
 - (a) Formative Appraisal -

Formative Appraisal has as its purpose the enhancement of teacher skills:

 - (i) the appraisal shall be carried out by the Schools appraisal committee and/or such other persons as are agreed between the employer and the teacher,
 - (ii) the appraisal shall be based on criteria which are agreed to by the teacher involved,
 - (iv) the teacher shall be provided with a written report, on the outcomes of the appraisal. The report shall clearly indicate the purpose of the appraisal, the format used and the results and recommendations arising out of the appraisal. Copies of all documentation, including formal and informal reports, shall be provided to the teacher upon request.
 - (b) Summative Appraisal -

Summative Appraisal has as its purpose the determination of the professional competence of a teacher in respect of the confirmation of appointment or for promotional purposes:

 - (i) the form and conduct of the appraisal shall be determined by the employer and the reason for the appraisal must be clearly established before the appraisal commences,
 - (ii) the teacher being appraised shall be advised as to who is to conduct the appraisal, its form, the duration of the appraisal, and the nature of the reporting process,
 - (iii) during the process, the teacher shall be kept informed of the progress of the appraisal and shall be allowed to nominate any teacher to contribute to the appraisal on his or her behalf,
 - (iv) the teacher shall be provided with a written report, on the outcomes of the appraisal. The report shall clearly indicate the purpose of the appraisal, the format used and the results and recommendations arising out of the appraisal. Copies of all documentation, including formal and informal reports, shall be provided to the teacher,
 - (v) the teacher shall be given every opportunity to review any documentation which relates to the appraisal or to clarify any aspect of the report,
 - (vi) where the report identifies failings on the part of the teacher or the competency of the teacher is in question, the report should clearly indicate the nature of the problem and what is required of the teacher to address the problems
 - (vii) any agreed procedure to be implemented following the appraisal shall be documented and shall form part of the reporting process. An adequate time frame must be given in order to address any problem area identified in the report.
- (3) Participation in any appraisal process and any subsequent implementation procedure should not be an unreasonable addition to a teacher's existing work load.

- (4) In the event that it becomes necessary to review the performance of a teacher with a view to the possible termination of employment, except in the case of serious misconduct or other that in the teacher's first year of employment, then a summative appraisal will be conducted. In certain circumstances this may not be appropriate and provided agreement can be reached between the Principal, the Teacher and the Union, an alternative process may be used.

2. - INDUCTION

- (1) A teacher in his or her first year of teaching shall participate in an induction process of one year's duration, unless the teacher and the employer agree that the induction process shall continue for a further year.

The induction process shall be under the terms and conditions already established to assist the teacher's professional development.

The employer shall provide a written statement to the teacher one term before the end of the teacher's first year, outlining the teacher's progress and development.

- (2) The employer shall report regularly to the teacher on the progress of the induction process and shall comment and make suggestions that will assist the teacher's professional development.
- (3) A teacher returning to teaching after an absence of five or more years shall be offered support through an induction process as considered appropriate and agreed between the Principal and the teacher at the time of appointment following such absence.

3. - PROGRESSION TO A HIGHER CLASSIFICATION

- (1) (a) A teacher at the top of his/her salary scale may apply to the Principal for upgrading to a Senior Teacher Level 1 classification.
- (b) A teacher who has been classified as a Senior Teacher Level 1 for a minimum of three years may apply to the Principal for upgrading to a Senior Teacher Level 2 classification.
- (c) A teacher shall not be entitled to hold a promotion position as determined by Clause 11. - Salaries of this award and Senior Teacher Level 2 classification simultaneously.
- (2) (a) In the assessment for appointment, the following will be taken into account:
- (i) teaching practice and skills;
 - (ii) knowledge of relevant academic content areas;
 - (iii) involvement in curriculum development in the school;
 - (iv) participation in professional development;
 - (v) participation as a team member in the development of the school.
- (b) The application of the criteria as described in paragraph (2)(a) hereof shall be applied as determined by the Independant Schools Industrial Affairs Consultative Committee from time to time.
- (3) In making the decision the Principal shall:
- (a) consider documentation supplied by the applicant;

- (b) consider the applicant's work in the school from knowledge gained through consultations with staff including a teacher or teachers nominated by the applicant;
 - (c) interview the applicant.
- (4) At least one week prior to the decision being made the Principal shall:
 - (a) provide to the teacher a summary of all information received in relation to the teacher's application;
 - (b) indicate clearly in the summary any information which may be detrimental to the teacher's appointment as a Senior Teacher;
 - (c) allow the teacher the opportunity to present a response to the Principal or at the interview if there are matters raised pursuant to paragraph (4)(b) hereof.
- (5)
 - (a) Where the Principal does not recommend an application by a teacher to be upgraded, the reasons are to be given in writing to the teacher. This response should include the areas where the Principal considers improvement is required to meet the criteria.
 - (b) In giving reasons for the lack of success of the application, the Principal should also recommend remedial action or professional development where appropriate.
 - (c) If the remedy required can be achieved within the terms specified in subclause (7) hereof, and within the year of application, then the application shall be approved.
- (6) Provided that the criteria for appointment are maintained, the period of appointment to the position of Senior Teacher at any level shall be not less than three years. Renewal of appointment shall be subject to successful appraisal of the Senior Teacher's role.
- (7) The following procedure shall apply in the processing of Senior Teacher applications:
 - (a) applications for Senior Teacher shall be submitted not later than the end of term one each year;
 - (b) the processing of the application shall be conducted during term two and, if necessary, during term three;
 - (c) the decision and/or recommendation of the application shall be determined no later than during term four for implementation from the 1st January in the following year;
 - (d)
 - (i) notwithstanding the provisions of paragraphs (a),(b) and (c) of subclause (7) hereof, it is understood that some delay may be unavoidable in the processing of Senior Teacher Level 2 applications in its first year of operation.
 - (ii) as at 1st January 1995 any successful application for Senior Teacher Level 2 applied for in accordance with this clause shall be credited with such classification from 1st January 1995. However the allowance paid in accordance with the award shall apply from 1st July 1995.
- (8)
 - (a) Documentation pertaining to the application shall remain confidential to the parties concerned and shall be used only for the determination of the Senior Teacher application.
 - (b) In the case of an unsuccessful application, and at the conclusion of the process as outlined in subclause (7) hereof, all documentation other than that prescribed in subclause (5) hereof shall be destroyed.
- (9)
 - (a) Senior Teacher Level 1 classification is portable within those schools that are so defined in subclause (5) of Clause 5. - Definitions.

- (b) Senior Teacher Level 2 classification is not portable between schools but may be negotiated between the employer and the teacher and implemented as part of the teacher's employment contract.

SCHEDULE A. – SALARIES (ASNA)

The following schedule provides a history of Clause 14. – Salaries of the Award including all Arbitrated Safety Net Adjustments (ASNA) as at 1 July 2019.

The minimum annual salary payable to teachers engaged in the undermentioned classifications shall be:

| | Minimum Salary \$ per Annum | ASNA | Total Salary \$ per Annum |
|---------|--------------------------------|-------|------------------------------|
| Step 1 | 21935 | 22643 | 44578 |
| Step 2 | 23268 | 22790 | 46058 |
| Step 3 | 24600 | 22821 | 47421 |
| Step 4 | 26138 | 22989 | 49127 |
| Step 5 | 27573 | 23147 | 50720 |
| Step 6 | 28803 | 23282 | 52085 |
| Step 7 | 30033 | 23417 | 53450 |
| Step 8 | 31570 | 23585 | 55155 |
| Step 9 | 33261 | 23654 | 56915 |
| Step 10 | 34645 | 23806 | 58451 |
| Step 11 | 35875 | 23825 | 59700 |
| Step 12 | 37413 | 23996 | 61409 |
| Step 13 | 38950 | 24163 | 63113 |

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 adjustment 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.

In the rates 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

EMPLOYER 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 Independent Schools Of Western Australia (Inc.) | 3/41 Walters Drive Herdsman Business Park OSBORNE PARK WA 6017 |
| Bible Baptist Christian Academy Street | Lot 374 Chidlow MT HELENA WA 6555 |
| Catholic Education Commission of W.A. | 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

MOUNT 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

PO Box 223

CLAREMONT WA 6010

Seventh Day Adventist School

Cnr Ninth and Wungong Roads

ARMADALE WA 6112

Speech and Hearing Centre for

PO Box 186

Children (W.A.) Inc.

WEMBLEY WA 6913

St. Hilda's Anglican School

PO Box 34

For Girls (Inc.)

MOSMAN PARK WA 6912

St. Mary's Anglican Girls

PO Box 105

School (Inc.)

KARRINYUP WA 6923

Trinity College

Trinity Avenue

EAST PERTH WA 6004

Wesley College

PO Box 149

SOUTH PERTH WA 6951

UNION PARTY

The Independent Schools Salaried Officers'

PO Box 8444, Perth Business Centre

Association of Western Australia,

PERTH WA 6849

Industrial Union of Workers

VARIATION RECORD

INDEPENDENT SCHOOL TEACHERS AWARD 1976 NO. R27 OF 1976.

Delivered 07/12/76 at 57 WAIG 13.

Section 93(6) Consolidation 02/06/83 at 63 WAIG 1164.

Section 93(6) Consolidation 24/06/88 at 68 WAIG 2248.

| CLAUSE NO. | EXTENT OF VARIATION | ORDER NO. | OPERATIVE DATE | GAZETTE REFERENCE |
|---|------------------------|--------------|-------------------|-------------------|
| 1. Title | | | | |
| (1A. State Wage Principles) | | | | |
| | Ins. Cl. | 1752/91 | 31/01/92 | 72 WAIG 191 |
| | Cl. & Title | 1457/93 | 24/12/93 | 74 WAIG 198 |
| (1A. State Wage Principles December 1993) | | | | |
| | Cl. & Title | 985/94 | 30/12/94 | 75 WAIG 23 |
| (1A. Statement of Principles December 1994) | | | | |
| | Cl. & Title | 1164/95 | 21/03/96 | 76 WAIG 911 |
| (1A. Statement of Principles March 1996) | | | | |
| | Cl & Title | 915/96 | 07/08/96 | 76 WAIG 3368 |
| (1A Statement of Principles - August 1996) | | | | |
| | Cl & Title | 940/97 | 14/11/97 | 77 WAIG 3177 |
| (1A. Statement of Principles - November 1997) | | | | |
| | Cl. & Title | 757/98 | 12/06/98 | 78 WAIG 2579 |

(1A. Statement of Principles - June, 1998)

| | | | |
|---------|--------|----------|--------------|
| Del Cl. | 609/99 | 06/07/99 | 79 WAIG 1847 |
|---------|--------|----------|--------------|

1B. Minimum Adult Award Wage

| | | | |
|---------|--------|----------|--------------|
| Ins. 1B | 940/97 | 14/11/97 | 77 WAIG 3177 |
|---------|--------|----------|--------------|

| | | | |
|---------------------------|--------|----------|--------------|
| Min. Wage Rate & 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 & 2349 |
|-----|--------|---------|---------------------|

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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 |
|-----|--------|---------|--------------|

| | | | |
|-----|--------|----------|---------------------|
| Cl. | 576/05 | 07/07/05 | 85 WAIG 2083 & 2563 |
|-----|--------|----------|---------------------|

| | | | |
|-----|--------|----------|---------------------|
| Cl. | 957/05 | 07/07/06 | 86 WAIG 1631 & 2089 |
|-----|--------|----------|---------------------|

| | | | |
|-----|------|----------|---------------------|
| Cl. | 1/07 | 01/07/07 | 87 WAIG 1487 & 1977 |
|-----|------|----------|---------------------|

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|-----|--------|----------|--------------------|
| Cl. | 115/07 | 01/07/08 | 88 WAIG 773 & 1213 |
|-----|--------|----------|--------------------|

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|-----|------|----------|--------------------|
| Cl. | 1/09 | 01/10/09 | 89 WAIG 735 & 1639 |
|-----|------|----------|--------------------|

| | | | |
|-----|------|----------|--------------------|
| Cl. | 2/10 | 01/07/10 | 90 WAIG 568 & 1103 |
|-----|------|----------|--------------------|

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|-----|------|----------|---------------------|
| Cl. | 2/11 | 01/07/11 | 91 WAIG 1008 & 1507 |
|-----|------|----------|---------------------|

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|-----|------|----------|-------------------|
| Cl. | 2/12 | 01/07/12 | 92 WAIG 1271 |
| Cl. | 1/13 | 01/07/13 | 93 WAIG 930 |
| Cl. | 1/14 | 01/07/14 | 94 WAIG 1161 |
| Cl. | 1/15 | 01/07/15 | 95 WAIG 1138 |
| Cl. | 1/16 | 01/07/16 | 96 WAIG 984 |
| Cl. | 1/17 | 01/07/17 | 97 WAIG 1049 |
| Cl. | 1/18 | 01/07/18 | 98 WAIG 263 & 765 |

2. Arrangement

| | | | |
|-----------|-------------|----------|--------------|
| Ins. 2A | 1074/88 | 30/09/88 | 68 WAIG 2794 |
| Del. 2A | 1940/89 | 08/09/89 | 69 WAIG 2913 |
| Ins. 2A | 2160/89(R) | 30/10/89 | 69 WAIG 3554 |
| Cl. | 1235/90 | 21/12/90 | 71 WAIG 334 |
| Ins. 18 | 2082/90(R2) | 20/02/91 | 71 WAIG 1005 |
| Cl. | 1182/91 | 03/10/91 | 71 WAIG 3235 |
| Ins. 1A | 1752/91 | 31/01/92 | 72 WAIG 191 |
| 1A. Title | 1457/93 | 24/12/93 | 74 WAIG 198 |
| Cl. | 233/94 | 01/01/94 | 74 WAIG 1764 |

| | | | |
|-------------------------------|---------|----------|--------------|
| 1A.Title | 985/94 | 30/12/94 | 75 WAIG 23 |
| 1A. Title | 1164/95 | 21/03/96 | 76 WAIG 911 |
| Ins. Appendix - Resolution... | 693/96 | 16/07/96 | 76 WAIG 2768 |
| Ins. Appendix - S.49B... | 694/96 | 16/07/96 | 76 WAIG 2789 |
| 1A. Title | 915/96 | 07/08/96 | 76 WAIG 3368 |
| 1A | 940/97 | 14/11/97 | 77 WAIG 3177 |
| Ins. 1B | 940/97 | 14/11/97 | 77 WAIG 3177 |
| Del. App S49B - Inspect | 491/98 | 16/04/98 | 78 WAIG 1471 |
| 1A. Title | 757/98 | 12/06/98 | 78 WAIG 2579 |
| Del 1A. | 609/99 | 06/07/99 | 79 WAIG 1847 |
| Ins. Cl. | 1047/02 | 14/04/03 | 83 WAIG 1465 |

(2A. State Wage Principles - September 1988)

| | | | |
|----------|---------|----------|--------------|
| Ins. Cl. | 1074/88 | 30/09/88 | 68 WAIG 2794 |
| Del. Cl. | 1940/89 | 08/09/89 | 69 WAIG 2913 |

(2A. State Wage Principles - September, 1989)

| | | | |
|-------------|------------|----------|--------------|
| Ins. Cl. | 2160/89(R) | 30/10/89 | 69 WAIG 3554 |
| Cl. & title | 1182/91 | 03/10/91 | 71 WAIG 3235 |

2A. State Wage Principles - June 1991

3. Area

4. Scope

| | | | |
|---------|---------|----------|--------------|
| Text | 1338/92 | 01/01/93 | 73 WAIG 749 |
| Ins. Cl | 1047/02 | 14/04/03 | 83 WAIG 1465 |

5. Definitions

| | | | |
|----------|-------------|----------|--------------|
| Cl. | 2082/90(R2) | 20/02/91 | 71 WAIG 1005 |
| Ins. (7) | 1338/92 | 01/01/93 | 73 WAIG 749 |
| Ins. Cl | 1047/02 | 14/04/03 | 83 WAIG 1465 |

(6. Term)

| | | | |
|-------------------------|---------|----------|--------------|
| Del. No. Title & Cl. | 1047/02 | 14/04/03 | 83 WAIG 1465 |
|-------------------------|---------|----------|--------------|

(7. Contract of Service)

| | | | |
|--------------------------|------------|----------|--------------|
| (2) | 2160/89(R) | 30/10/89 | 69 WAIG 3554 |
| (2) | 1182/91 | 03/10/91 | 71 WAIG 3235 |
| Text (1)(a); Text (5) | 1338/92 | 01/01/93 | 73 WAIG 749 |
| Renumb | 1047/02 | 14/04/03 | 83 WAIG 1465 |

6. Contract of Service

| | | | |
|---------------------|---------|----------|--------------|
| Ins. No. Title & Cl | 1047/02 | 14/04/03 | 83 WAIG 1465 |
|---------------------|---------|----------|--------------|

(8. Leave)

| | | | |
|------------|---------|----------|-------------|
| (2)(a)(ii) | 1338/92 | 01/01/93 | 73 WAIG 749 |
|------------|---------|----------|-------------|

| | | | |
|---------------------|---------|----------|--------------|
| Del No. Title & Cl. | 1047/02 | 14/04/03 | 83 WAIG 1465 |
|---------------------|---------|----------|--------------|

7. Special Leave

| | | | |
|--------------------------|---------|----------|--------------|
| Ins. new No. Title & Cl. | 1047/02 | 14/04/03 | 83 WAIG 1465 |
|--------------------------|---------|----------|--------------|

8. Sick Leave

| | | | |
|------------------------|---------|----------|--------------|
| Ins new No. Title & Cl | 1047/02 | 14/04/03 | 83 WAIG 1465 |
|------------------------|---------|----------|--------------|

9. Leave Without Pay

| | | | |
|-------------------------|---------|----------|--------------|
| Ins. new No. Title & Cl | 1047/02 | 14/04/03 | 83 WAIG 1465 |
|-------------------------|---------|----------|--------------|

(9. Holidays and Vacations)

| | | | |
|----------------------|---------|----------|-------------|
| Text (1) - (2) & (4) | 1338/92 | 01/01/93 | 73 WAIG 749 |
|----------------------|---------|----------|-------------|

Renumb Del
entirety see
1047/02)

10. Holiday and Vacation Leave

| | | | |
|------------------------|---------|----------|--------------|
| Ins new No. Title & Cl | 1047/02 | 14/04/03 | 83 WAIG 1465 |
|------------------------|---------|----------|--------------|

(10. Long Service Leave)

| | | | |
|---|---------|----------|-------------|
| Txt preamb (3), Txt (3)(b), (8)(a), (9) | 1338/92 | 01/01/93 | 73 WAIG 749 |
|---|---------|----------|-------------|

| | | | |
|-------------------------|---------|----------|--------------|
| Renumb, del entirety | 1047/02 | 14/04/03 | 83 WAIG 1465 |
|-------------------------|---------|----------|--------------|

11. Long Service Leave

| | | | |
|-----------------------------|---------|----------|--------------|
| Ins new No., Title & Cl. | 1047/02 | 14/04/03 | 83 WAIG 1465 |
|-----------------------------|---------|----------|--------------|

(11. Salaries)

| | | | |
|-----|---------|----------|--------------|
| Cl. | 1074/88 | 30/09/88 | 68 WAIG 2794 |
|-----|---------|----------|--------------|

| | | | |
|-----|------------|----------|--------------|
| Cl. | 2160/89(R) | 30/10/89 | 69 WAIG 3554 |
|-----|------------|----------|--------------|

| | | | |
|-----|------------|----------|--------------|
| Cl. | 735/90(R2) | 30/04/90 | 70 WAIG 1844 |
|-----|------------|----------|--------------|

| | | | |
|-----|---------|----------|-------------|
| Cl. | 1235/90 | 21/12/90 | 71 WAIG 334 |
|-----|---------|----------|-------------|

| | | | |
|------------------|-------------|----------|--------------|
| Ins. (10) – (12) | 2082/90(R2) | 20/02/91 | 71 WAIG 1005 |
|------------------|-------------|----------|--------------|

| | | | |
|--|---------|----------|--------------|
| (1);(4);(7); Del.(8); Re- numb. exist. (9) - (12) as (8) - (11) | 1182/91 | 03/10/91 | 71 WAIG 3235 |
|--|---------|----------|--------------|

| | | | |
|-----|---------|----------|-------------|
| Cl. | 1338/92 | 01/01/93 | 73 WAIG 749 |
|-----|---------|----------|-------------|

| | | | |
|-------------|--------|----------|--------------|
| Ins. (1)(e) | 233/94 | 01/01/94 | 74 WAIG 1764 |
|-------------|--------|----------|--------------|

| | | | |
|--------|---------|----------|-------------|
| (1)(a) | 1285/94 | 02/03/95 | 75 WAIG 950 |
|--------|---------|----------|-------------|

| | | | |
|-----|---------|----------|-------------|
| (3) | 1220/94 | 28/03/95 | 75 WAIG 949 |
|-----|---------|----------|-------------|

| | | | |
|--------|---------|----------|-------------|
| (1)(a) | 1098/95 | 21/12/95 | 76 WAIG 177 |
|--------|---------|----------|-------------|

| | | | |
|-----|--------|----------|--------------|
| (3) | 582/95 | 09/07/96 | 76 WAIG 2824 |
|-----|--------|----------|--------------|

| | | | |
|--------|---------|----------|-------------|
| (1)(a) | 1830/96 | 21/12/96 | 77 WAIG 981 |
|--------|---------|----------|-------------|

| | | | |
|---|---------|----------|--------------|
| Rates & Ins. Txt | 940/97 | 14/11/97 | 77 WAIG 3177 |
| (1)(a) | 1483/98 | 6/10/98 | 78 WAIG 4353 |
| (1)(a) rates & (1)(a)(iii) ins. txt. | 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) | 797/02 | 01/08/02 | 82 WAIG 1369 |
| Renumb Del entirety | 1047/02 | 14/04/03 | 83 WAIG 1465 |

(12. Carer's Leave)

| | | | |
|-----------------------------|---------|----------|--------------|
| Inc. new No. Title & Cl. | 1047/02 | 14/04/03 | 83 WAIG 1465 |
|-----------------------------|---------|----------|--------------|

12. Right of Entry

| | | | |
|------------------------|------------|----------|--------------|
| Ins. Text | 2053(1)/97 | 22/11/97 | 77 WAIG 3138 |
| Renumb Del entirety | 1047/02 | 14/04/03 | 83 WAIG 1465 |

13. Bereavement Leave

| | | | |
|-------------------------|---------|----------|--------------|
| Ins. No. Title & Cl. | 1047/02 | 14/04/03 | 83 WAIG 1465 |
|-------------------------|---------|----------|--------------|

(13. No Reduction)

| | | | |
|--------------------|---------|----------|--------------|
| Text | 1338/92 | 01/01/93 | 73 WAIG 749 |
| Delete in entirety | 1047/02 | 14/04/03 | 83 WAIG 1465 |

14. Salaries

| | | | |
|------------------------------|----------|----------|---------------------|
| Ins. new No. Title, & Cl. | 1047/02 | 14/04/03 | 83 WAIG 1465 |
| Cl. | 569/03 | 5/06/03 | 83 WAIG 1899 & 2349 |
| (5) | 1047A/02 | 1/01/04 | 83 WAIG 1726 |
| Cl. | 576/05 | 07/07/05 | 85 WAIG 2083 & 2563 |
| Cl. | 957/05 | 7/07/06 | 86 WAIG 1631 & 2089 |
| Cl. | 1/07 | 01/07/07 | 87 WAIG 1487 & 1977 |
| Cl. | 115/07 | 01/07/08 | 88 WAIG 773 & 1213 |
| Cl. | 1/09 | 01/10/09 | 89 WAIG 735 & 1639 |
| Cl. | 2/10 | 01/07/10 | 90 WAIG 568 & 1103 |
| Cl. | 2/11 | 01/07/11 | 91 WAIG 1008 & 1507 |
| Cl. | 2/12 | 01/07/12 | 92 WAIG 1271 |
| Cl. | 1/13 | 01/07/13 | 93 WAIG 930 |
| Cl. | 1/14 | 01/07/14 | 94 WAIG 1161 |
| Cl. | 1/15 | 01/07/15 | 95 WAIG 1138 |
| Cl. | 1/16 | 01/07/16 | 96 WAIG 984 |
| Cl. | 1/17 | 01/07/17 | 97 WAIG 1049 |
| Cl. | 1/18 | 01/07/18 | 98 WAIG 263 & 765 |

(14. Protective Clothing)

| | | | |
|--------|---------|----------|--------------|
| Renumb | 1047/02 | 14/04/03 | 83 WAIG 1465 |
|--------|---------|----------|--------------|

15. Right of Entry

| | | | |
|--------------------------|---------|----------|--------------|
| Ins. new No. title & Cl. | 1047/02 | 14/04/03 | 83 WAIG 1465 |
|--------------------------|---------|----------|--------------|

(15. Maternity Leave)

| | | | |
|---------------------|---------|----------|--------------|
| Renumb Del entirety | 1047/02 | 14/04/03 | 83 WAIG 1465 |
|---------------------|---------|----------|--------------|

16. Protective Clothing

| | | | |
|---------------------|---------|----------|--------------|
| Ins new No. & Title | 1047/02 | 14/04/03 | 83 WAIG 1465 |
|---------------------|---------|----------|--------------|

(16. Relief Teachers)

| | | | |
|-------------------------|---------|----------|--------------|
| Delete No., Title & Cl. | 1047/02 | 14/04/03 | 83 WAIG 1465 |
|-------------------------|---------|----------|--------------|

17. Parental Leave

| | | | |
|-------------------------|---------|----------|--------------|
| Ins new No. Title & Cl. | 1047/02 | 14/04/03 | 83 WAIG 1465 |
|-------------------------|---------|----------|--------------|

(17. Location Allowances)

| | | | |
|-----|--------|----------|--------------|
| Cl. | 778/90 | 01/07/90 | 70 WAIG 2995 |
|-----|--------|----------|--------------|

| | | | |
|-----|---------|----------|--------------|
| (1) | 1049/91 | 01/07/91 | 71 WAIG 2753 |
|-----|---------|----------|--------------|

| | | | |
|-----|--------|----------|--------------|
| Cl. | 851/92 | 01/07/92 | 72 WAIG 2498 |
|-----|--------|----------|--------------|

| | | | |
|-------------------------|---------|----------|--------------|
| Text | 1338/92 | 01/01/93 | 73 WAIG 749 |
| Cl. | 943/93 | 01/07/93 | 73 WAIG 1989 |
| Cl. | 714/94 | 01/07/94 | 74 WAIG 1869 |
| Cl | 641/95 | 01/07/95 | 75WAIG 2125 |
| Cl. | 911/96 | 01/07/96 | 76 WAIG 3365 |
| Cl. | 1400/97 | 01/07/97 | 77WAIG 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 |
| Renumb. Del entirety | 1047/02 | 14/04/03 | 83 WAIG 1465 |

18. Location Allowances

| | | | |
|-----------------------------|---------|----------|--------------|
| Ins. new No. Title & Cl. | 1047/02 | 14/04/03 | 83 WAIG 1465 |
| 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 |

(18. Superannuation)

| | | | |
|----------|-------------|----------|--------------|
| Ins. Cl. | 2082/90(R2) | 20/02/91 | 71 WAIG 1005 |
| Text | 1338/92 | 01/01/93 | 73 WAIG 749 |

| | | | |
|-----------|--------|----------|--------------|
| Ins. Text | 599/98 | 30/06/98 | 78 WAIG 2559 |
|-----------|--------|----------|--------------|

| | | | |
|---------------------------|---------|----------|--------------|
| Renumb entire Cl. Del. | 1047/02 | 04/06/03 | 83 WAIG 1465 |
|---------------------------|---------|----------|--------------|

19. Travelling Allowances

| | | | |
|-----------------------------|---------|----------|--------------|
| Ins. new No. Title & Cl. | 1047/02 | 14/04/03 | 83 WAIG 1465 |
|-----------------------------|---------|----------|--------------|

(19. Consultative Provisions)

| | | | |
|----------|---------|----------|--------------|
| Ins. Cl. | 1182/91 | 03/10/91 | 71 WAIG 3235 |
|----------|---------|----------|--------------|

| | | | |
|---------------------------|---------|----------|--------------|
| Renumb entire Cl. Del. | 1047/02 | 14/04/03 | 83 WAIG 1465 |
|---------------------------|---------|----------|--------------|

20. Salary Records

| | | | |
|-----------------------------|---------|----------|--------------|
| Ins. new No. Title & Cl. | 1047/02 | 14/04/03 | 83 WAIG 1465 |
|-----------------------------|---------|----------|--------------|

21. Inspection of Records

| | | | |
|-----------------------------|---------|----------|--------------|
| Ins. new No. Title & Cl. | 1047/02 | 14/04/03 | 83 WAIG 1465 |
|-----------------------------|---------|----------|--------------|

22. Superannuation

| | | | |
|-----------------------------|---------|----------|--------------|
| Ins. new No. Title & Cl. | 1047/02 | 14/04/03 | 83 WAIG 1465 |
|-----------------------------|---------|----------|--------------|

23. Consultative Provisions

| | | | |
|-----------------------------|---------|----------|--------------|
| Ins. new No. Title & Cl. | 1047/02 | 14/04/03 | 83 WAIG 1465 |
|-----------------------------|---------|----------|--------------|

24. Redundancy Provisions

| | | | |
|----------------------------|---------|----------|--------------|
| Ins. new No. Title & Cl | 1047/02 | 14/04/03 | 83 WAIG 1465 |
|----------------------------|---------|----------|--------------|

Appendix - Resolution of Disputes Requirements

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

Appendix 1

| | | | |
|--|----------|----------|--------------|
| Ins. App. | 1235/90 | 21/12/90 | 71 WAIG 335 |
| Cl 3.(7); ins Cl. 3(9) | 1182/91 | 03/10/91 | 71 WAIG 3235 |
| Item 1 & 3 | 1338/92 | 01/01/93 | 73 WAIG 749 |
| Item 3. Renum (5) - (10) as (6) - (11) Ins. (5); Text (8) & (11)(b) | 1338A/92 | 13/08/93 | 73 WAIG 2459 |
| Item 3. - (1) | 233/94 | 01/01/94 | 74 WAIG 1764 |
| Item 3. - | 1220/94 | 28/03/95 | 75 WAIG 949 |

Schedule A. – Salaries (ASNA)

| | | | |
|---------------|---------|----------|---------------------|
| Ins. new Sch. | 1047/02 | 14/04/03 | 83 WAIG 1465 |
| Sch. | 569/03 | 5/06/03 | 83 WAIG 1899 & 2349 |
| Sch. | 570/04 | 4/06/04 | 84 WAIG 1521 & 1852 |
| Sch. | 576/05 | 07/07/05 | 85 WAIG 2083 & 2561 |
| Sch. | 957/05 | 07/07/06 | 86 WAIG 1631 & 2089 |

| | | | |
|------|--------|----------|---------------------|
| Sch. | 1/07 | 01/07/07 | 87 WAIG 1487 & 1977 |
| Sch. | 115/07 | 01/07/08 | 88 WAIG 773 & 1213 |
| Sch. | 1/09 | 01/10/09 | 89 WAIG 735 & 1639 |
| Sch. | 2/10 | 01/07/10 | 90 WAIG 568 & 1103 |
| Sch. | 2/11 | 01/07/11 | 91 WAIG 1008 & 1507 |
| Sch. | 2/12 | 01/07/12 | 92 WAIG 1271 |
| Sch. | 1/13 | 01/07/13 | 93 WAIG 930 |
| Sch. | 1/14 | 01/07/14 | 94 WAIG 1161 |
| Sch. | 1/15 | 01/07/15 | 95 WAIG 1138 |
| Sch. | 1/16 | 01/07/16 | 96 WAIG 984 |
| Sch. | 1/17 | 01/07/17 | 97 WAIG 1049 |
| Sch. | 1/18 | 01/07/18 | 98 WAIG 263 & 765 |

(Schedule of Respondents)

| | | | |
|------------------|---------|----------|--------------|
| Schedule | 1182/91 | 03/10/91 | 71 WAIG 3235 |
| Schedule | 233/94 | 01/01/94 | 74 WAIG 1764 |
| Del Title & Sch. | 1047/02 | 14/04/03 | 83 WAIG 1465 |

Schedule B. - Parties

| | | | |
|--------------------------|---------|----------|--------------|
| Ins. new Title & Sch. | 1047/02 | 14/04/03 | 83 WAIG 1465 |
|--------------------------|---------|----------|--------------|

(Appendix - S.49B - Inspection of Records Requirements)

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|-----------|--------|----------|--------------|
| Ins. App. | 694/96 | 16/07/96 | 76 WAIG 2789 |
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|-----------|------------|----------|--------------|
| Ins. Text | 2053(1)/97 | 22/11/97 | 77 WAIG 3138 |
|-----------|------------|----------|--------------|

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| Del App. | 491/98 | 16/04/98 | 78 WAIG 1471 |
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