

TRANBY COLLEGE (ENTERPRISE BARGAINING) AGREEMENT 2015**WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION**

PARTIES	THE INDEPENDENT EDUCATION UNION OF WESTERN AUSTRALIA, UNION OF EMPLOYEES, TRANBY COLLEGE, UNITED VOICE WA, THE AUSTRALIAN NURSING FEDERATION INDUSTRIAL UNION OF WORKERS, PERTH	APPLICANTS
CORAM	ACTING SENIOR COMMISSIONER P E SCOTT	
DATE	WEDNESDAY, 16 DECEMBER 2015	
FILE NO/S	AG 23 OF 2015	
CITATION NO.	2015 WAIRC 01099	

Result	Agreement registered
Representation	Ms M Cook (by correspondence) Ms J Vidoni (by correspondence) Mr J Robb (by correspondence) Ms L Chandler (by correspondence)

Order


WHEREAS the Commission has before it an application pursuant to s 41 of the *Industrial Relations Act 1979* (the Act) to register an agreement as an industrial agreement; and

WHEREAS the Commission is satisfied that the agreement meets the requirements of the Act and that it should be registered; and

WHEREAS the parties have consented to the Commission registering the agreement without the need to attend a hearing for the purpose;

NOW THEREFORE, the Commission, pursuant to the powers conferred on it under the *Industrial Relations Act 1979*, and by consent, hereby orders:

THAT the agreement made between the parties filed in the Commission on 7 December 2015 entitled *Tranby College (Enterprise Bargaining) Agreement 2015* attached hereto be registered as an industrial agreement in replacement of the *Tranby College (Enterprise Bargaining) Agreement 2013* which by operation of s 41(8) is hereby cancelled.

 (Sgd.) P.E. SCOTT

ACTING SENIOR COMMISSIONER P E SCOTT

TRANBY COLLEGE (ENTERPRISE BARGAINING) AGREEMENT 2015

AG 23 of 2015

1. -TITLE

This Agreement shall be known as the Tranby College (Enterprise Bargaining) Agreement 2015 and shall replace the Tranby College (Enterprise Bargaining) Agreement 2013.

2. ARRANGEMENT

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3. - PARTIES TO THE AGREEMENT

This Agreement is made between Tranby College (the College); the Independent Education Union of Western Australia, Union of Employees (IEUWA); the United Voice WA, and the Australian Nursing Federation, Industrial Union of Workers, Perth (ANF).

4. - SCOPE OF AGREEMENT

- (1) This Agreement shall apply to all employees who are employed within the scope of the Awards as set out in Clause 6 of this Agreement, in Western Australia who are members or are eligible to be members of the Unions party to this Agreement.
- (2) The number of employees covered by this Agreement is 130.

5. - DATE AND DURATION OF AGREEMENT

- (1) This Agreement shall come into effect on the 1st January 2015 and shall apply until 31st December 2016.
- (2) During the term of this Agreement, the provisions of this Agreement may be varied by mutual agreement between the parties.
- (3) The parties shall meet no later than four months prior to the expiration of this Agreement to commence negotiations for a new agreement.
- (4) Employees who are negotiating the Agreement on behalf of other employees are entitled to apply for up to two days of special leave to assist with this process.

6. - RELATIONSHIP TO PARENT AWARD

- (1) This Agreement shall be read and interpreted in conjunction with the following awards:

Independent Schools' Teachers Award 1976
Independent Schools' Administrative and Technical Officer's Award 1993
Teachers' Aides' (Independent Schools) Award 1988
School Employees' (Independent Day & Boarding Schools) Award 1980
Nurses' (Independent Schools) Award.
- (2) Except as provided by this Agreement, the conditions of employment for all staff employed at the College will be in accordance with the awards.

7. - SINGLE BARGAINING UNIT

- (1) The parties to this Agreement have formed a single bargaining unit.
- (2) The single bargaining unit has conducted negotiations with the College and reached full agreement.

8. - EXPIRATION OF AGREEMENT

On expiration of this Agreement and in the absence of the registration of a subsequent agreement the provisions of this Agreement shall apply until such time as a new agreement is registered and takes effect.

9. - OBJECTIVES

The nature and purposes of this Agreement are to:

- (1) Consolidate and develop further, initiatives arising out of the award restructuring process.
- (2) Accept that all employees and the administration of the College have a mutual responsibility to maintain a working environment, which will ensure that all employees are genuine participants and contributors to the College's aims, objectives and philosophy.
- (3) Safeguard and improve the quality of teaching and learning by emphasising the shared responsibility that the College and employees have for the upgrading of the professional skills and knowledge and the collegial sharing of such knowledge.
- (4) Accept a mutual responsibility to enhance the quality of pastoral care for all employees.
- (5) Develop and maintain a culture and working environment which values all employees as professionals and ensures that the College is well-positioned to attract and retain the highest quality employees.
- (6) Accept a mutual responsibility to implement the vision of the College as encapsulated in the following statement:

Tranby College is building an accessible and inclusive community in which students are educated to discover and realize the excellence within themselves.

Within the values and ethos of the Uniting Church in Australia, it is developing people of conscience who play a responsible role in creating sustainable compassionate communities.

10. - CONTRACT OF SERVICE

- (1)
 - (a) Each employee shall, upon engagement, be given a letter of appointment wherein the general conditions of employment are stated and a job description, where applicable.
 - (b) This shall include statements of:
 - (i) the classification;
 - (ii) the salary step relevant to the appointment;
 - (iii) the number of hours per week;
 - (iv) the weeks per year the employee is engaged for;
 - (v) whether the position is temporary; and/or
 - (vi) any other matter specific to the contract.
- (2) The letter of appointment shall not contain any provision, which is inconsistent with or contrary to any provision of this Agreement and / or the Award.
- (3)
 - (a) Except in the case of a casual/relief employee, the termination of service of any employee shall require a minimum period of notice as set out in the relevant Awards.
 - (b) Failure to give the required notice shall make that party liable to forfeiture of payment to the other party of an amount equivalent to that period of notice not given or served.
 - (c) The requirements of sub clause (b) may be waived in part or whole by mutual agreement between the employee and the employer.
- (4) A temporary employee shall be employed in a part-time or full-time capacity for a period greater than four week's continuous service, and not more than a period of 12 months continuous service.
- (5) Where the period of employment of a casual employee exceeds five days the notice of termination of service shall be one day. Where the employment is for five days or less the engagement shall be considered to be a specific period and notice shall not be required.

- (6) A part-time employee shall have an entitlement to sick leave, and annual leave on a pro rata basis in the proportion of which his/her hours and/or weeks worked relate to the hours and/or weeks worked of a full-time employee. Long service leave shall be accrued as per Clause 11. – Leave, sub clause (9) and paid in a pro rata basis for part-time employees.
- (7) Upon termination the employer shall provide a statement of service and a separate reference when requested by the employee to the employee.
- (8) Nothing within this clause detracts from the employer's right to dismiss summarily any employee for serious misconduct, in which case salary and entitlements shall be paid up to the time of dismissal only.
- (9) The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Agreement, provided that such duties are not designed to promote de-skilling.

11. – LEAVE

(1) Special Leave

- (a) An employee may be granted special leave with pay at the Principal's discretion.
- (b) Special Leave may be granted when:
 - (i) there is a situation where the staff member cannot reasonably make other arrangements;
 - (ii) the absence from duty is required due to pressing necessity;
 - (iii) the staff member requires leave for a personal matter which the staff member does not wish to disclose.
- (c) The period determined at the discretion of the Principal having regard to all of the circumstances but would not normally exceed 3 days for any one instance.

(2) Bereavement Leave

- (a) An employee shall, on the death of:
 - (i) the spouse or defacto spouse of an employee;
 - (ii) the child or step-child of an employee;
 - (iii) the parent, step-parent or parent-in-law of an employee;
 - (iv) brother or sister of an employee; or
 - (v) any person who, immediately before that person's death, lived in the employee's householdbe entitled to paid bereavement leave of up to five (5) days. The five days need not be consecutive.
- (b) An employee is to provide to the employer, if so requested by the employer, evidence that would satisfy a reasonable person to –
 - (i) the death that is the subject of the leave sought; and
 - (ii) the relationship of the employee to the deceased person.

(3) Examination Leave

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

(4) Leave Without Pay

- (a) While an employee has the right to apply for leave without pay the granting of such leave is at the discretion of the employer.
- (b) An employee applying for leave under this clause must state the period of such leave and the reason for which the leave is being sought.
- (c) Leave without pay does not constitute a break in service but shall not count in calculating the period of service for any purpose of this Agreement unless where otherwise provided for in this Agreement.
- (d) If an employee is granted leave without pay the question of the employee's specific duties on return to work should be considered before the granting of such leave and any arrangements made documented. If no prior arrangement is made, an employee, upon return to service shall be entitled to a position commensurate with the position held immediately prior to the commencement of such leave.
- (e) The maximum period for which leave is granted under this clause shall be one year.

(5) Sick Leave

- (a) An employee 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:
 - (i) The entitlement to payment shall be twelve and one half (12.5) days pay for each complete year of service. Such leave shall accrue weekly. Employees who are engaged for all four terms shall be entitled to a year's entitlement. For those employees who commence work at anytime throughout the year a pro-rata entitlement will apply.
 - (ii) The unused portion of the entitlement prescribed in paragraph (a) (i) of this subclause in any accruing year shall accumulate and may be availed of in the next year or any succeeding year.
 - (iii) An employee shall upon request to their employer be advised of their unused portion of sick leave. Where an employee has utilised sick leave in excess of their entitlement, they shall be advised of the provisions of paragraph (a) (ii) of this subclause.
 - (iv) Where an employee's employment is terminated prior to the end of the school year, the calculation for pro-rata entitlement of sick leave will be based on one sixth of a week for each completed month of service with the employer. Where an employee has utilised sick leave in excess of this entitlement the employer may deduct the excess portion from the final payment of wages to the employee.
 - (v) Where the employer through no fault of the employee terminates an employee's employment the provisions of (a) (iii) of this clause shall not apply.
 - (vi) The employee shall if required provide to the employer evidence that would satisfy a reasonable person of the entitlement.
 - (vii) This clause shall not apply where the employee is entitled to compensation under the *Workers' Compensation and Rehabilitation Act 1981*.
 - (viii) No payment shall be made for any absence due to the employee's willful misconduct.

(6) Carer's Leave

Use of sick leave

- (a) An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill. Such leave shall not exceed ten (10) days in any calendar year and is not cumulative.
- (b) An employee shall, if required, provide to the employer evidence that would satisfy a reasonable person of the entitlement.
- (c) The entitlement to use sick leave is subject to:
 - (i) the employee being responsible for the care of the person concerned, and
 - (ii) the person concerned being either a member of the employee's immediate family or a member of the employee's household.
- (d) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated leave of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (e) Use of unpaid leave
An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill.
- (f) Nothing contained in this clause shall prevent an employee from making application for leave as prescribed in sub clause (1) Special Leave of this clause.

(7) Parental Leave

(a) Eligibility for Parental Leave

Conditions of eligibility

- (i) The employee is a full-time or a part-time employee.
 - (ii) The employee has had not less than 12 months continuous service in the College immediately preceding the date upon which the employee proceeds on such leave.
 - (iii) The employee has given the employer at least (10) ten weeks' written notice of his/her intention to take such leave, and the start and finish dates of such leave.
 - (iv) An employee is not entitled to take parental leave at the same time as the employee's partner but this subclause does not apply to one week's paid partner leave:
 - (aa) taken by the parent, not taking parental leave, immediately after the birth of the child; or
 - (bb) taken by the employee and the employee's spouse immediately after a child has been placed with them with a view to their adoption of the child.
 - (v) An employee shall not be in breach of this sub clause as a consequence of failure to give the stipulated period of notice if such failure is occasioned by the confinement occurring earlier than the presumed date.
- (b) Such leave shall be without pay and is for a maximum period of 12 months inclusive of paid parental leave provided in subclause (d) below..

- (c) An employee may request an extension to parental leave by up to a further 12 months by agreement between the employee and College. Employees requesting this extension are required to give one term's notice of such request.
 - (d) **Paid Parental Leave**
Employees with at least two years continuous service with the employer, who have a child and who make application to take parental leave shall be entitled to a total of 14 weeks paid parental leave. This clause only applies if the partner is not taking paid parental leave.
 - (e) **Paid Partner Leave**
Employees are entitled to a week's paid leave immediately following the birth of their child when not taking paid parental leave.
- (8) **Annual Leave Loading (Not applicable to Teaching Staff – Salaries Annualised)**
- (a) An annual leave loading shall be included in the final payment of ordinary wages made in December of each year to employees who have become entitled to annual leave in accordance with this Agreement.
 - (b) Annual leave loading shall be 17.5 per cent of four weeks' wages at the rate of pay applicable at the time of payment.
 - (c) If an employee commences after the beginning of first term in a calendar year then the leave loading shall be paid, proportionate to the length of service in that year, in December of that year, provided that the employee's contract of employment is continuing into the next calendar year.
- (9) **Long Service Leave**
- (a) The entitlement to paid Long Service Leave for each year of service at the College will accrue at the following rates:
 - (i) up to ten years of continuous service at 1.3 weeks for each year of service; and
 - (ii) for each subsequent year of service at 1.86 weeks for each year of service.
 - (b) An employee who has accrued a minimum entitlement of ten week's Long Service Leave shall be entitled to take such leave.
 - (c) At the discretion of the Principal, staff may take Long Services leave in blocks of one week or more.
 - (d) After the first six years of continuous service with the College, an employee will be eligible for pro-rata payments of Long Service Leave upon termination or resignation, unless the circumstances involve serious misconduct.
 - (e) Where the continuous service of an employee during the period of accrual contains any period which is less than fulltime then that staff members' entitlement shall be calculated as follows:
 - (i) the number of weeks accrued shall be in accordance with sub-clause (a), and
 - (ii) payment for the period accrued shall be the average that the employee's hours relates to that of a fulltime employee over the accrual period.
 - (f) The process required for the taking of Long Service Leave shall be as follows:
 - (i) the employer shall advise the employee of his/her impending entitlement to take Long Service Leave prior to the completion of term three in the year before the entitlement becoming due;
 - (ii) the employee shall advise the employer no later than the commencement of term four of the preceding year of their intention or otherwise to take leave.

- (iii) where an agreement has been reached for the taking of Long Service Leave and circumstances arise that necessitates an adjustment of such leave, then any request for the adjustment shall not be unreasonably withheld.
 - (g) If a public holiday falls during the employee's period of Long Service Leave and the employee would normally be entitled to the public holiday then the employee's period of Long Service Leave is to be increased by one day for each such public holiday.
 - (h) It should always be remembered that any period of term or Christmas holidays which falls immediately before, during or after a period of long service leave is not Long Service Leave.
- (10) **Emergency Services Leave**
- (a) Subject to operational requirements, paid leave of absence shall be granted by the College to an employee who is an active volunteer member of State Emergency Service, St John Ambulance Brigade, Volunteer Fire and Rescue Service, Bush Fire Brigades, Volunteer Marine Rescue Services Groups or Fire and Emergency Service Units, in order to allow for attendances at emergencies as declared by the recognised authority.
 - (b) The College shall be advised as soon as possible by an employee, the emergency service, or other person as to the absence and, where possible, the expected duration of leave.
 - (c) The employee must complete a leave of absence form immediately upon return to work.
 - (d) The application form must be accompanied by a certificate from the emergency organisation certifying that the employee was required for the specified period.

(11) **Leave Arrangements**

- (a) Employees (with the exception of Teachers & Education Assistants) may agree to enter into an arrangement with the College, whereby the employee can purchase up to four weeks additional leave. An employee can agree to take reduced wages spread over the 52 weeks of the year and receive the following amounts of additional leave:

Number of weeks' wages spread over 52 weeks	Number of weeks additional leave purchased
48 weeks	4 weeks
49 weeks	3 weeks
50 weeks	2 weeks
51 weeks	1 week

- (b) The additional purchased leave will not be able to be accrued. An employee is to be entitled to pay in lieu of the additional leave not taken. In the event that an employee is unable to take such leave, his/her wages will be adjusted on the last pay period in January to take account the fact that time worked during the year was not included in the salary.
- (c) Access to this entitlement will be subject to the employee having satisfied the College's accrued leave requirements.

12. – PUBLIC HOLIDAYS

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

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

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

- (b) When any of the days observed as a holiday under this clause falls on a day when a school employee as per Appendix 3, Clause 5. – Wages rostered off duty and is a day that the employee would normally have worked and he/she has not been required to work on that day, he/she shall be paid as if the day was an ordinary working day, or if he/she agrees, be allowed a day's leave with pay in lieu of the holiday at a time mutually acceptable to the employer and the employee.
- (3) An employee who, on a day observed as a holiday under this clause is required to work during his/her ordinary hours of work shall be paid for the time worked at the rate of 2.5 times their ordinary rate or, if he/she agrees, be paid for the time worked at the rate of time and one-half and in addition be allowed to take a day's leave with pay on a day mutually acceptable to the employer and the employee.
- (4) The provisions of this clause shall not apply to casual employees.

13. - DEFERRED WAGES SCHEME

Employees may apply to have their wages payments deferred in accordance with the provisions of this clause.

(1) Eligibility

- (a) Employees who have been employed by the College for a minimum of two (2) years, including full time and part time employees, are eligible to apply.
- (b) Approval of applications will be determined by the employer based on the needs and requirements of the College.

(2) Period of Leave

- (a) The period of leave will be for twelve (12) months, from 1 January to 31 December.
- (b) Participants will not be able to return to a position at the school during the 12 month leave period.
- (c) Should alternative employment be sought during the year of leave, the employee is to advise the employer.
- (d) The year of leave, the fifth year, will be taken in accordance with the conditions as prescribed within Clause 11. – Leave, sub clause (4) Leave Without Pay of this Agreement.

(3) Payment of Wages

- (a) During the four year accrual period participants in the scheme receive 80% of their normal fortnightly wage and will thus be taxed at this reduced rate of pay. Normal salary is defined as the employee's normal fortnightly wage plus any associated allowances.

In the fifth year, when leave is taken, the participants will receive the money contributed over the four year period. This amount can be paid fortnightly; in one lump sum payment; or two payments, one in each of the financial years.

- (b) The participant will be taxed only on the amount actually received, in this case approximately 80% of the normal salary (including allowances). This is a significant taxation incentive for participants. It is recommended that, prior to entering into this scheme, prospective participants discuss taxation implications and other related issues with their accountant or financial adviser.
- (c) It should be noted that interest is not paid on amounts accumulated during the accrual period. A taxation ruling prohibits such payment on the basis that people taking advantage of a taxation incentive cannot derive interest on those funds. Interest accrued will be utilised to offset the administrative costs of the fund.

(4) Suspension of Contributions

- (a) Participation in the scheme will be suspended during any period of unpaid leave. Any period of unpaid leave will reduce payments into the fund and therefore proportionately reduce the accrued payment in the year of leave.
- (b) A participant may elect to suspend contributions for a period of less than twelve months once during the accrual period. This will also reduce the accrued payment in the year of leave.
- (c) The employer retains the discretionary authority to approve suspension for a period of twelve (12) months at the request of the participant. Such a suspension will extend the taking of the year of leave by one (1) year.

(5) Withdrawal

- (a) The participant may withdraw from the scheme at any time by notifying the employer in writing. It should be noted that only the exact money paid into the scheme will be paid in a lump sum on withdrawal and no interest will be paid on this amount.
- (b) The participant who withdraws from the scheme will be taxed on the lump sum payment and any other salary received during that financial year. Significant taxation implications may, therefore apply.

(6) Long Service Leave, Sick Leave and Increment Entitlements

- (a) A participant in the scheme will accrue the above entitlements at 100% of the normal accrual rate over the first four years only. The fifth year, the year of leave, is a non-accrual period.
- (b) If a participant becomes eligible for Long Service Leave during the fourth year of the deferred salary scheme, the Long Service Leave entitlement will further be deferred and taken in the fifth year of the scheme or taken in the final terms/semester of the fourth year of the scheme, or the first term/semester of the sixth year.

(7) Workers' Compensation

- (a) Participants in the scheme are covered by workers' compensation during the first four years of the scheme at 100% of their normal wage. A participant in receipt of workers' compensation during the first four years may elect to continue in the deferred wage scheme or suspend their contributions until their return to full duties.

- (b) Any period of suspension due to workers' compensation shall be undertaken in accordance with subclause (4) of this clause.
 - (c) During the fifth year, the year of leave, the participant is not covered by workers' compensation.
- (8) Superannuation
- Contributions are based on 100% of the participant's normal wage over the first four years only.
- (9) Implementation Date
- (a) Applications are to be forwarded to the Principal by the close of business 31 August of the year prior to the year of commencement.
 - (b) The Principal will endeavour to notify the employees of the result of their applications by 31 October of the same year.

14. – CASUAL /RELIEF EMPLOYEES

- (1) A casual/relief employee shall be engaged on an hourly contract of service, with a minimum payment of
 - (a) 4 hours for school employees; or
 - (b) 1 day for an employee as defined in Appendix 4 of this Agreement, or
 - (c) half a day for teachers.
- (2) A casual/relief Teacher, Education Assistant, and a School Nurse shall be paid 20 per cent in addition to the rates prescribed for the work performed.
- (3) A casual/relief Administrative and Technical Officer and a School Employee shall be paid 25 per cent in addition to the rates prescribed for the work performed.
- (4) A casual/relief employee shall be paid for all work performed on any of the days prescribed in subclause (1) of Clause 12. – Public Holidays of this Agreement at the rate of double time and one-half.
- (5) A casual employee is defined as an employee who is not employed on a regular basis and who is engaged by the employer for a period not exceeding four weeks in duration.

15. – PART TIME EMPLOYEES

- (1) Notwithstanding anything contained in this Agreement, employees may be regularly employed to work less hours per week or weeks per year than are prescribed in the applicable clauses of this Agreement, and such employees shall be remunerated at a rate pro rata to the rate prescribed for the classification of work on which they are engaged in the proportion which their hours of work relate to the Hours clause of the relevant Appendix, of this Agreement, for their classification and level of work.
- (2) When an employee is employed under the provisions of this clause, he/she shall receive payment for annual/vacation leave, and sick leave on a pro rata basis in the same proportion as the number of hours regularly worked each week bears to a full-time employee of the same classification.

16. - JOB SHARE

- (1) Job share opportunities are available to all staff. Applications are made to the Principal who will make a decision based on her/his assessment of the suitability of the applicants and the likely effect that job sharing will have on the effective completion of the role they are asking to share.

17. - REST PAUSES AND MEAL BREAKS

- (1) All employees shall be allowed a tea break of 10 minutes daily between the second and third hour from starting time each day.
- (2) All employees shall be allowed a meal break of not less than 30 minutes or more than one hour between the hours of 12.00 noon and 2.00pm. Such time shall not count as time worked.

18. - TRAVELLING AND MOTOR VEHICLE ALLOWANCES

- (1) Where an employee is required and authorised to use his/her own motor vehicle in the course of his/her duties he/she shall be paid an allowance not less than that published by the Australian Taxation Office. Notwithstanding anything contained in this subclause the employer and the employee may make any other arrangements as to motor vehicle allowance not less favourable to the employee.

19. - SUPERANNUATION

- (1) Employer Contributions: An employer shall contribute to superannuation for each employee in accordance with the Superannuation Guarantee (Administration) Act 1992 to an approved superannuation fund:
 - (a) Employer contributions shall be paid at least monthly for each week of service that the eligible employee completes with the employer.
 - (b) "Ordinary Time Earnings" means the salary or other remuneration periodically received by the employee in respect to the time worked in ordinary hours and/or any other rate paid for all purposes of the award to which the employee is entitled for ordinary hours of work.
 - (c) The College will notify employees of their entitlement to nominate a complying fund of their choice.
 - (d) The employee and the employer will be bound by the nomination of the employee, unless the employee and the employer agree to change the complying superannuation fund or scheme to which contributions are to be made.
 - (e) The College will not unreasonably refuse to agree to a change of complying superannuation fund requested by the employee.
- (2) An employee may choose to make additional superannuation contributions to a complying superannuation fund of their choice. The college will match additional employee contributions up to 1% of the employee's salary. Employees are urged to seek financial advice before making such additional contributions.
- (3) Fund Membership
 - (a) An Employee shall mean an employee employed under the terms of this Agreement.
 - (b) An employee shall not be eligible to join the fund until he/she has completed one month's satisfactory service. On completion of this period the employee shall be entitled to the appropriate employer contribution, from the date of the employee's commencement.
- (4) The employer shall provide such facilities as is appropriate to ensure that all employees are adequately informed of the provisions of the superannuation funds available.

20. – SALARY PACKAGING

- (1) An employee may, by agreement with the employer, enter into a salary packaging arrangement in accordance with the “*Tranby College Salary Packaging Guide- Employee Information*” as agreed between Tranby College and MAXXIA.
- (2) Salary packaging is an arrangement whereby entitlements under this Agreement contributing toward the Total Employment cost (as defined) of an employee, can be reduced by and substituted with another, or other benefits.
- (3) For the purposes of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employers Superannuation Guarantee contributions.
- (4) The TEC for the purposes of salary packaging, is calculated by adding:
 - (a) the base salary;
 - (b) other cash allowances, eg annual leave loading; senior teacher; etc
 - (c) non cash benefits, eg superannuation
 - (d) any Fringe Benefits Tax liabilities currently paid.
- (5) Where an employee enters into a salary packaging arrangement he or she will be required to enter into a separate written agreement with the employer that sets out the terms and conditions of the arrangement.
- (6) The salary packaging arrangement must be cost neutral in relation to the total cost to the employer.
- (7) In the event of any increase or additional payments of tax or penalties associated with the employment of the employee or the provision of employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee.
- (8) All employees are to seek independent financial advice prior to the commencement of any salary packaging agreement.

21. – PAYMENT OF SALARIES AND WAGES

- (1) Wages shall be paid fortnightly. Teaching salaries to be paid monthly on the 15th day of each calendar month unless requested otherwise.
- (2) Accompanying each payment of wages shall be a pay advice to be retained by the employee. On this advice the employer shall clearly detail the employee’s name, hourly rate, overtime, penalties, allowances, gross wage, and deductions.
- (3) On termination of employment the employer shall pay to the employee all monies payable to that employee before the employee leaves the premises or the same shall be forwarded to the employee by post on the following day.

22. – TIME AND WAGES RECORD

- (1) The employer shall keep or cause to be kept, a record or records containing the following particulars:
 - (a) Name of each employee;
 - (b) The nature of their work;
 - (c) The hours worked each day and each week;
 - (d) The wages and overtime (if any) paid each week;
 - (e) The age of each junior employee.

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

(2) Inspection of Records

- (a) An authorised representative of the Union may upon request enter, during work hours, any premises where relevant employees 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 employee.
- (b) For the purpose of investigating any such suspected breach, the authorised representative may:
 - (i) 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;
 - (ii) make copies of the entries in the employment records or documents related to the suspected breach; and
 - (iii) during working hours, inspect or view any work, material, machinery, or appliance, that is relevant to the suspected breach.
- (c) The authorised representative will provide written notice of at least
 - (i) 24 hours if the records and documents are kept on the employer's premises, or
 - (ii) 48 hours if the records are kept elsewhere.

23. – RIGHT OF ACCESS, NOTICES AND INTERVIEWS

- (1) An authorised Union representative may enter, during working hours, any school premises where employees work, for the purposes of holding discussions at the premises with employees who wish to participate in those discussions.
- (2) The authorised representative will usually provide the employer/principal with 48 hours prior written notification, to any school where the Union wishes to exercise a right of entry under this protocol.
- (3) The notification will contain details of the day and date of the visit and an approximation of the time the representative will be at the school.
- (4) Discussions taking place in the staff room will not unduly disrupt employees or other school staff.
- (5) When the authorised representative arrives at the school they will:
 - (a) Attend the school's reception.
 - (b) The school will issue a visitor's pass in accordance with the school's safe school procedures.
 - (c) The representative will identify the departments/areas that he/she intends to visit whilst on the school premises.
 - (d) A member of staff may escort the union representative to the first venue.
 - (e) On completing their duties at a venue the union representative may be given directions to the next venue or provided with an escort (dependent on the schools procedures).
 - (f) The escorting staff member will not be present for the discussions.
 - (g) Should an employee indicate they do not wish to engage in discussions the Union representative will terminate the discussion.
- (6) The discussions will not unduly disrupt the employee's performance of his/her duties.

- (7) Where discussions are 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.
- (8) Notice Materials provided by the unions will be displayed on a notice board or a mutually agreed location, which is easily accessible by employees.
- (9) Upon request for a meeting the Principal shall:
 - (a) identify and book a venue that:
 - (i) can accommodate any and all relevant employees who wish to participate in the meeting with the representative; and
 - (ii) is conveniently located and has appropriate meeting facilities.
 - (b) advise the Union of the venue in the school premises where the meeting may take place.

24. CONSULTATIVE PROVISIONS

- (1) There shall be established a Consultative Committee with equitable representation of the employer and staff members from each school. The Committee shall provide a forum in which to discuss any matters brought to the Committee, provided they relate directly to the conditions of employment of staff members.
- (2) The Committee shall meet at least once each school semester.

25. – INTELLECTUAL PROPERTY

- (1) All rights (including moral rights) to intellectual property created by the Employee in the course of or incidental to the performance of his duties or her duties are owned by the Employee.
- (2) The Employee grants to the College a non-exclusive, non-transferable, royalty-free license to use, copy and reproduce any intellectual property owned by the Employee under subclause (1) of this clause.

26. – EMPLOYEE DISCOUNT ON FEES

- (1) In recognition of the particular contribution that staff who have children enrolled in Tranby College make to the College, all permanent employees are entitled to a 15% discount on Tranby College and Child Care Centre tuition fees for the first child enrolled at the College or Child Care Centre.
- (2) The discount will be applied to the tuition fees before any other discounts have been applied.
- (3) For staff who become permanent during the course of a school year the discount for that year will be 15% of the remainder of the year's tuition fees.
- (4) Aside from the 15% discount as outlined in Clause 26 (1) above, discount on Tranby College tuition fees must be cost neutral in relation to the total cost to the employer. In the event of any increase or additional payments of tax associated with the employment of the employee or the provision of benefits due to discounting tuition fees such tax shall be borne by the employee.

27. – REDUNDANCY

- (1) It is acknowledged that redundancy is a termination of services because the position the employee occupied is no longer available.
- (2) In considering which employees are to be made redundant the College will:
 - (a) assess its needs;
 - (b) look at the job being performed and not the individual;

- (c) look at any flexibility offered by the employees being considered:
 - (i) check with other employees as to future plans (for example long service leave, early retirement options or leave without pay) which may impact on the need for a redundancy;
 - (ii) terminate positions at the end of the school year whenever possible;
 - (iii) when there are a number of employees competing for a limited number of positions, decisions about which employees are to be retained will be made after a thorough review of the College's requirements in specific work areas and the qualifications of the employees involved.
- (3) The College will hold discussions with the employees and the appropriate Union regarding the possible redundancies. The discussions will cover any reasons for the proposed redundancies, measures being implemented to avoid or minimize the redundancies, and measures to mitigate any adverse effects of the redundancies on the employees concerned.

All employees of the College will be informed of the procedures which will be undertaken in order to reach a fair and equitable outcome for all concerned.

- (4) To assist the redundant employee the College will:
 - (a) offer part-time or relief employment if this is possible;
 - (b) check with other schools to see whether there is a suitable vacancy;
 - (c) provide secretarial assistance with job applications;
 - (d) permit paid leave to attend job interviews;
 - (e) provide the employee with a reference and a statement to the effect that he/she is redundant if alternate employment is found either for or by the employee;
 - (f) provide the employee with a redundancy payment;
 - (g) provide the employee with the services of an employment agency such as Job Futures.

- (5) The following severance pay scale will apply:

Period of Service	Weeks of severance pay
Less than one year	Nil
One year and less than two years	4 weeks
Two years and less than three years	6 weeks
Three years and less than four years	7 weeks
Four years and above	2 weeks per year of service up to a maximum of 16 weeks

28. - DISPUTE RESOLUTION PROCEDURE

A dispute is defined as any question, dispute or difficulty arising out of this Agreement.

The following procedure shall apply to the resolution of such a dispute:

- (1) The parties to the dispute shall make reasonable attempts to resolve the matter by mutual discussion and determination.
- (2) If the parties are unable to resolve the dispute, the matter at the request of either party shall be referred to a meeting between the parties to the Agreement together with any additional representatives as may be requested by either party.
- (3) If the matter is not resolved it may be referred to the Western Australian Industrial Relations Commission for Conciliation and Arbitration.

29. - WAGE RATES

- (1) The College is committed to maintaining wage increases for all employees in line with those paid to teachers employed in the Department of Education (DoE). Salary increases for all employees will be the same percentage increase and at the same operative date as for teachers in DoE.
- (2) Tranby College will pay all Teachers covered by this Agreement 2% above the salary scale of the DoE. In the event that the College believes it is unable to meet its obligations under this clause, it shall notify the IEUWA and the parties will reconvene the bargaining unit for the purpose of reviewing salaries and allowances.
- (3) If during the life of this agreement the DoE Teachers salaries receive further general increases, then those increases shall be applied to the current rate of pay at the time.

30. - INTRODUCTION OF CHANGE

- (1) Employer's Duty to Notify
 - (a) Where an employer decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, if an employee nominates a union to represent him or her, the union nominated by the employee.
 - (b) "Significant effects" includes termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of a job opportunity, a promotion opportunity or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
- (2) Employer's Duty to Consult over Change
 - (a) The employer shall consult the employees affected and, if an employee nominates a union to represent him or her, the union nominated by the employee, about the introduction of changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
 - (b) The consultation shall commence as soon as practicable after making the decision referred to in subclause (1) of this clause.
 - (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, if an employee nominates a union to represent him or her, the union nominated by the employee, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

31. - NO REDUCTION

Nothing contained herein shall entitle the College to reduce the salary or conditions of an employee which prevailed prior to entering into this Agreement, except where provided by this Agreement.

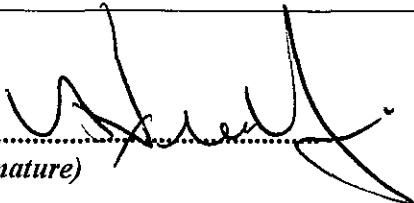
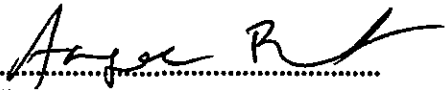
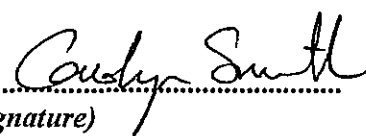
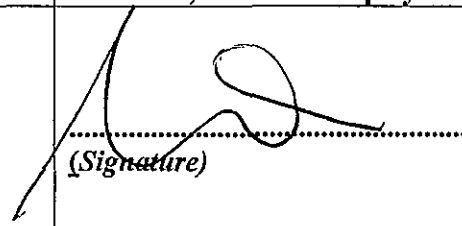
32. - NO FURTHER CLAIMS

It is a condition of this Agreement that the parties will not seek any further claims, with respect to salaries or conditions, unless they are consistent with the State Wage Case Principles.

33. - NO PRECEDENT

It is a condition of this Agreement that the parties will not seek to use the terms, contained herein as a precedent for other enterprise agreements, whether they involve the College or not.

34. SIGNATURES

 (Signature) NIGEL FORBES-HARPER (Name of signatory in block letters) Tranby College	 (Signature) ANGELA BRYANT (Name of signatory in block letters) The Independent Education Union of Western Australia, Union of Employees.
 (Signature) CAROLYN SMITH (Name of signatory in block letters) United Voice WA	 (Signature) MARK OLSON (Name of signatory in block letters) The Australian Nursing Federation Industrial Union of Workers, Perth.

Appendix 1

SALARY RATES AND AGREED EFFICIENCY REQUIREMENTS FOR TEACHING STAFF

- (1) Tranby College is committed to the salaries of its teachers being in alignment with those paid to teachers employed by the Department of Education (DoE).
- (2) To this end, the levels in the salary scales for teachers at Tranby College will be aligned with those used by the DoE.
- (3) The entry points of the salary scale shall be:
 - (a) Two or Three-year-trained - 2.1 from February 2010
 - (b) up to Four-year-trained - 2.1 from February 2010
 - (c) Five-year-trained - 2.2 from February 2010
- (4) Teachers shall commence at the appropriate step as determined by sub clause (3) of this clause and proceed by annual increments to and including:

Step 2.9 from 1 October 2010.

- (5) In alignment with all of the above, the annual rate of salary payable to teachers shall be as shown to be paid effective on and from the first pay period on or after these dates:

Step	1 January 2015	1 January 2016
	2.75%	3%
2.1	\$66,150	\$68,135
2.2	\$72,582	\$74,759
2.3	\$79,435	\$81,818
2.4	\$82,547	\$85,023
2.5	\$85,785	\$88,359
2.6	\$89,146	\$91,820
2.7	\$92,641	\$95,420
2.8	\$96,273	\$99,161
2.9	\$100,045	\$103,046

	1 January 2015	1 January 2016
ST1		
ST	\$103,968	\$107,087

- (6) Senior Teacher (ST)
 - (a) Senior Teacher 2 (ST2) will convert to Senior Teacher (ST) from 1 October 2010.
 - (b) Teachers who move to Level 2.9 in October 2010 may apply for Senior Teacher (ST) during 2011, to be effective from January 1, 2012. All other teachers will be eligible to apply for Senior Teacher (ST) after they have taught for two years at Level 2.9.
 - (c) Promotion to Senior Teacher (ST) will involve professional development and reflection in a process determined by the Principal in consultation with staff.
 - (d) The allowance will be in accordance with the EBA that is current at the time.
 - (e) Teachers will be eligible to hold a Senior Teacher allowance and a leadership allowance concurrently if the majority of their time (e.g. at least 0.8 of the full-time teaching load of 32 periods) is still spent teaching.

- (7) 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 19. - Superannuation of this Agreement, 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.
- (8) A leave loading equivalent to 17.5 per cent of four weeks' salary is annualised in a teacher's salary.
- (9) Cash Out of Long Service Leave
- a) The parties agree on the importance of employees taking long service leave for the purposes of rest and recreation.
 - b) This clause however recognises that notwithstanding the importance of leave referred to in subclause (a) some employees may have excess and overdue leave. This clause at the initiative of the employee provides for employees to receive payment in lieu of some of their unutilised accrued annual leave and long service leave.
 - i. Subject to subclause (d), the employer and employee may agree that the employee forego part of the employee's entitlement to accrued long service leave in exchange for equivalent payment at the rate which would have applied had the leave been taken at the time the agreement is made.
 - c) The following criteria shall apply to the cashing out of accrued long service leave:
 - i. the employee initiates a written request, to the employer, to cash out accrued long service leave;
 - ii. the employer approves, or disapproves, in writing to the request by the employee. The employer may disapprove on the basis of not being in a position to fund this request;
 - iii. the employee has a long service leave entitlement that has accrued in previous years;
 - iv. in general no more than 50% of the employee's total accrued long service leave entitlement can be cashed out at any one time;
 - v. the remaining entitlements are not less than seven weeks accrued long service leave;
 - vi. each instance of cashing out of long service leave must be a separate written agreement between the employer and employee; and
 - vii. long service leave accruing in the year of the request for cashing out is made cannot be cashed out in that year.
 - d) It is the employee's responsibility to seek information on any taxation implications arising from the payout of long service leave.
- (10) Promotional Positions
- (a) The College is committed to developing a promotional structure that meets its curricular and pastoral needs and also the needs of its staff. The exact nature of this will continue to emerge as the College grows and through consultation between the College and the teachers.
 - (b) Promotion positions will be advertised via staff Email and staff will apply to the Principal. It will be possible for a staff member to hold more than one of these positions. It will also be possible for teachers holding promotional positions to maintain their Senior Teacher allowance.

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

Promotion Level 1

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

Promotion Levels 2, 3 and 4

The levels assigned will recognise the graduation of responsibilities, which apply within the College among the various promotion positions.

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

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

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

- (d) The allowances relating to promotional positions shall be paid on a scale based on the promotional level as determined in paragraph (c) and (d) of this subclause and the school or sub-school category as defined in paragraph (e) of this subclause.
- (e) The category of the College, or sub-school, shall be determined as follows:
- (a) Category A: School or sub-school above 600 full time equivalent students
 - (b) Category B: School or sub-school between 300 and 600 full time equivalent students
 - (c) Category C: School or sub-school below 300 full time equivalent students
- (6) The minimum allowance payable for a promotional position shall be as follows:
- (a) Promotion Level 1 Category A: 14.8% of the maximum salary level as prescribed in clause (5), of this Appendix.
 - (b) Promotion Level 1 Category B: 12.5% of the maximum salary level as prescribed in clause (5), of this Appendix.
 - (c) Promotion Level 1 Category C: 10.0% of the maximum salary level as prescribed in clause (5), of this Appendix.
 - (d) Promotion Levels 2, 3 and 4 shall be paid 70%, 50% and 30% respectively of Promotion Level 1 of the appropriate school or sub-school category.
- (11) Notwithstanding the provision of clause (9) Promotional Positions of this Appendix 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 Agreement.
- (12) Relief Teaching
- (1) Relief teachers to be employed for half days where necessary.
 - (a) A relief teacher employed for a half day will be paid the relevant annual salary divided by 400.

- (b) A relief teacher employed for a full day will be paid the relevant annual salary divided by 200.
- (2) Staff have the expectation that in general they will not lose their designated DOTT time to cover classes for teachers who are away. To this end the school will do all that is possible to appoint relief teachers whenever they are needed.
- (3) However, staff also accept that there will be times when providing cover during their DOTT is unavoidable. The school will keep accurate records of the number of DOTT periods each teacher loses to relief and these records will be readily available to staff.
- (4) Wherever possible, staff will have DOTT time that they have lost during relief replaced later in the same term.
- (13) Duties Other Than Teaching (DOTT)
Time for DOTT shall be allocated at a minimum average weekly rate of 20% of the full time teaching load for all teachers from Kindergarten to Year 12.
- (14) Part-time Teachers
- (1) Contract of employment
 - (a) In engaging a part-time teacher the College will recognise that part time teachers are entitled to supplement their income through other employment.
 - (b) The number of hours of scheduled class time and professional responsibilities and duties of a part-time teacher shall be set out in writing by the employer at the time of engagement and at any other time when a variation is agreed between the parties.
 - (c) A part-time teacher's weekly rate of pay shall be assessed according to the following formula:

$$\frac{\text{Hours worked}}{\text{Full time teachers' hours}} \times \text{the appropriate full time salary}$$
- Note: Hours = the number of hours scheduled class time for the teacher.
- (d) Part-time teachers shall be given a proportional amount of release time for planning and preparation as given to a full time teacher in the College.
 - (e) A part-time teacher shall be expected to undertake a proportional number of additional duties normally expected of a full time teacher in the College, provided that those duties fall at times adjoining the teacher's normal scheduled classroom teaching hours or on a usual day of employment (e.g. yard supervision, staff meetings, etc).
- (2) Additional hours
 - (a) A part time teacher may be offered relief work.
 - (b) He or she will be paid fortnightly at normal relief rates for such work.
 - (3) Variation of hours
 - (a) The College may vary the teaching load of a part time teacher from the beginning of each school year with 6 weeks notice or at any time by agreement with the teacher.
 - (b) In the absence of the required notice as per subclause (3) (a) of this clause and provided that the change involves a drop in salary, the teacher's salary will be maintained at its former level for the period of the notice not given.
- (15) Professional Responsibilities
- (1) (a) Teachers at Tranby College take a holistic approach to the development of students

and accept that they need to be involved in a range of duties and responsibilities beyond direct classroom contact.

- (b) Professional Responsibilities beyond the classroom include, but may not be limited to:

(i) Professional Development

- (aa) The College will consult teachers in planning professional development.
- (bb) All teachers (both part time and full time) will take part in the professional reflection and learning activities provided by the College.
- (cc) Professional Development activities will be undertaken partly in the College's time (ie in student free days and staff meetings) and partly in the teachers' time, where feasible in equal proportions.

(ii) Staff meetings

Excluding meetings that are held on student free days, staff will not normally be required for an average of 1.25 hours/week of staff meetings outside of normal school hours.

(iii) Contact with parents

Tranby College believes that parents play an important role in the learning of their children and teachers make regular contact with parents to share both positive and negative information. Such contact occurs through student diaries and organizers, emails, telephone calls and face-to-face interviews. This contact will often be outside of normal school hours.

(iv) Co-curricular Activities

- (aa) There is an expectation that teaching staff will contribute to extra/co-curricular activities.

- (bb) Extra/co-curricular activities are voluntary activities for students outside of normal school hours and not associated with the regular curriculum. They include, but are not limited to, homework and tutorial support, sporting activities, performing and visual arts activities, cadets, service activities, clubs and a range of activities associated with academic extension.

- (cc) Teaching staff negotiate the nature of their co-curricular involvement with their immediate line manager.

a. School Camps

School camps are not considered part of the co-curricular programme because student participation is compulsory.

- (aa) Where necessary, camp coordinators will be given time during school hours to prepare the camp programme. This will be at the discretion of the Heads of Schools.
- (bb) Camps will be organized with due regard to the need for teachers to recover after the extra hours that such activities necessarily demand.
- (cc) Teachers who have been on camp may apply for Special Leave if they believe they need extra time to recover, or to complete business or family activities that may have been interrupted by their absence at the camp.

b. Working collaboratively with colleagues

Tranby College believes that teaching is a collaborative activity and teachers work closely together to plan, prepare and deliver their programmes, to assess their students and to reflect on their teaching.

c. Professional reflection and improvement

Tranby College believes that excellence as a classroom practitioner requires constant reflection and action. The College consults with teachers to develop ways of monitoring their professional growth and teachers participate as agreed.

(16) 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.
 - (dd) 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.

(17) 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.

(18) Policies to be negotiated during the life of this Agreement.

- (1) It was agreed that policy would be developed during the life of this Agreement to take into account external changes impacting on Appendix 1 Clause 6 – Senior Teacher (ST) and Appendix 1 Clause 9 – Promotional Positions. Changes in this respect will be developed in a consultative manner with affected staff, agreed through an exchange of letters with the Union and will supersede the conditions currently outlined in Appendix 1 Clause 6 and 9.
- (2) This Clause does not prohibit the development of other policies impacting teachers during the life of this Agreement.

Appendix 2

SALARY RATES FOR EMPLOYEES OTHER THAN TEACHERS

EDUCATION ASSISTANTS

(1) Hours

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

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

(2) Wages

- (a) The minimum salary, according to experience, payable to an employee shall be:

Step	1 January 2015	1 January 2016
	2.75%	3%
Step 1	\$42,936	\$44,224
Step 2	\$44,074	\$45,396
Step 3	\$45,172	\$46,527
Step 4	\$45,869	\$47,245
Step 5	\$46,382	\$47,773
Step 6	\$48,599	\$50,057
Step 7	\$50,814	\$52,338
Step 8	\$53,031	\$54,622

- (b) On appointment an Education Assistant shall be placed at the appropriate incremental level according to previous relevant experience in an independent school or at a similar level.
- (c) The onus of proof of previous experience shall rest with the employee.
- (d) Progression through the above mentioned scale shall be by annual increments.
- (e) An Education Assistant left in charge of students for a full session shall be paid at his/her ordinary rate plus 10 per cent for the period for which they are left in charge, provided that, if the period for which the employee is left in charge exceeds three days, they shall be paid at the ordinary rate plus 20 per cent for the whole period for which they are in charge.

(3) Vacation Leave

- (a) Except as hereinafter provided an employee shall be allowed the holidays granted by the College in which he/she is employed, including term and Christmas vacation, without deduction of pay.
- (b) Subject to the provisions of subclause (c) of this clause, each employee shall be paid his/her ordinary wages for any day on which he/she is relieved of the obligation to present him/herself for work.
- (b) An employee who is employed to work less than the full school year shall be entitled to payment at the ordinary rate of pay for or in lieu of the term and Christmas vacation periods related to that school year on the basis of one week's pay for each four weeks which the employee was employed to actually work in the College.

(4) Cash Out of Long Service Leave

- a) The parties agree on the importance of employees taking long service leave for the purposes of rest and recreation.
- b) This clause however recognises that notwithstanding the importance of leave referred to in subclause (a) some employees may have excess and overdue leave. This clause at the initiative of the employee provides for employees to receive payment in lieu of some of their unutilised accrued annual leave and long service leave.
 - i. Subject to subclause (d), the employer and employee may agree that the employee forego part of the employee's entitlement to accrued long service leave in exchange for equivalent payment at the rate which would have applied had the leave been taken at the time the agreement is made.
- c) The following criteria shall apply to the cashing out of accrued long service leave:
 - i. the employee initiates a written request, to the employer, to cash out accrued long service leave;
 - ii. the employer approves, or disapproves, in writing to the request by the employee. The employer may disapprove on the basis of not being in a position to fund this request;
 - iii. the employee has a long service leave entitlement that has accrued in previous years;
 - iv. in general no more than 50% of the employee's total accrued long service leave entitlement can be cashed out at any one time;
 - v. the remaining entitlements are not less than seven weeks accrued long service leave;
 - vi. each instance of cashing out of long service leave must be a separate written agreement between the employer and employee; and
 - vii. long service leave accruing in the year of the request for cashing out is made cannot be cashed out in that year.
- d) It is the employee's responsibility to seek information on any taxation implications arising from the payout of long service leave.

Appendix 3

SALARY RATES FOR EMPLOYEES OTHER THAN TEACHERS

SCHOOL EMPLOYEES

1. - Hours

- (1) Subject to this Agreement, the ordinary working hours for full-time employees shall be an average of 38 hours per week, to be worked in not more than 40 hours in any week, or eight in any day and shall be worked on any five days of the week.
- (2) Subject to Clause 2. - Overtime of this Appendix, the spread of shift in any one day shall not exceed 12 and a ½ hours.
- (3) In addition to meal breaks, there may be one break of at least two hours in each shift for kitchen and dining room employees.
- (4) As the means of working a 38 hour week, a full-time employee who works 40 hours per week, shall be entitled to payment including shift and weekend penalties for the following days on which the employee shall not be required to attend for work:
 - (a) Three agreed days during the first school term vacation in each year.
 - (b) Two agreed days during each of the other school term vacations
 - (c) Five agreed days during the Christmas vacation.
- (5) In lieu of the provisions of subclause (4) of this clause and notwithstanding other provisions of this Agreement and by agreement between an employer and a majority of employees covered by this Agreement at a workplace, as a means of working a 38 hour week the following may apply:
 - (a) with at least seven days' notice to the union by the employer, the hours of work may be arranged so that an employee works 76 hours over nine days each fortnight with the tenth day off on full pay; or
 - (b) with at least seven days' notice to the Union by the employer, the hours of work may be arranged so that an employee works 152 hours over 19 days in each four week period with one day off on full pay in conjunction with other day(s) off work; or
 - (c) by agreement with the Union, the hours of work may be arranged so as to provide any other form of implementation of a 38 hour week.
- (6)
 - (a) A part-time employee shall be given payment for the days referred to in subclause (4) and (5) of this clause in the proportion that the hours worked each week bear to 40. A part-time employee shall be granted the days referred to in subclauses (4) and (5) of this clause in the proportion that the number of days worked each week bears to five.
 - (b) By agreement in writing between the employer and the employee, a part-time employee who works 30 hours per week or less may be paid for all hours worked at the 38 hour week rate in lieu of payment for the days prescribed in subclauses (4) and (5) of this clause.
- (7) Subject to the provisions of subclause (4) of this clause, during the school vacation periods the employer shall be relieved of the obligation to provide work and the employee shall not be entitled to the payment of wages in respect of any such period during which no work is performed other than any period during which the employee is on annual leave or a public holiday where the public

holiday falls on a day on which the employee would normally be employed to work. Provided that the maximum period covered by this subclause shall be four weeks (20 days) in any one-year.

2. - Overtime

- (1) All work done outside the daily spread of hours provided in Clause 1. - Hours of this Appendix, or beyond eight hours in any one day or beyond 40 hours in any one week shall be deemed overtime.
- (2) Overtime shall be paid for at the rate of time and one-half for the first two hours and double time thereafter provided that all overtime worked on Saturday and Sunday shall be paid for at the rate of double time.
- (3) All work performed by an employee on his/her rostered days off or on days worked in excess of those provided in Clause 1. - Hours of this Appendix, shall be paid for at the rate of double time except where such day is a public holiday when double time and one-half shall be paid.
- (4) Any employee recalled to work after his/her normal hours of duty shall be paid for a minimum of three hours at overtime rates and for all reasonable expenses incurred in returning to work.

3. - Weekend Work

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

4. - Rosters

- (1) A roster of the working hours shall be exhibited in the office of each establishment and in such other place as it may be conveniently and readily seen by each worker concerned.
- (2) Such roster shall show -
 - (a) the name of each worker; and
 - (b) the hours to be worked by each worker each day and the breaks in shifts to be taken.
- (3)
 - (a) The roster in the office shall be open for inspection by a duly accredited representative of the union at such times and place as the record book is so open for inspection.
 - (b) A duly accredited representative of the union shall be permitted to inspect the roster available to the workers not more than once in any week during the times the record book is so open for inspection.

Provided that the duly accredited representative must notify the employer before entering the place where the roster is kept.

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

5. – Wages

- (1) The minimum rates of wage payable shall be:

	1 January 2015 2.75%	1 January 2016 3%
Level 1 Cleaner	\$45,108	\$46,461
Level 2 Domestic Employees including: Kitchen Attendant / Canteen Assistant House Attendant Dining Attendant Laundry Attendant Sewing Attendant	\$45,845	\$47,220
Level 3 Cooks (Other)	\$46,307	\$47,696
Level 4 Groundsperson	\$47,219	\$48,636
Level 5 First Cook Grade 1 or Cook working alone Groundsperson / Handyperson Grade 1 Sewing Supervisor	\$48,148	\$49,592
Level 6 Groundsperson / Handyperson Grade 2 First Cook Grade 2	\$49,063	\$50,535
Level 7 Senior Groundsperson / Handyperson Tradesperson Cook Cleaner in Charge	\$50,902	\$52,429
Level 8 Head Groundsperson	\$60,089	\$61,892

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

Under 16 years of age.....60%

16 to 17 years of age.....70%

17 to 18 years of age.....80%

- (3) General Conditions

- (a) Junior employees may be employed in the proportion of one junior to every two or fraction of two not being less than one adult employee employed in the same occupation, provided that this ratio may be altered by written agreement between the Union and the employer concerned.
- (b) Senior employees other than the Head Groundsperson and leading hands appointed as such by the employer to be in charge of three or more other employees shall be paid \$16.50 per week in addition to the rates prescribed herein.

- (4) For all work done on any day after a break referred to in subclause (3) of Clause 1. – Hours of this Appendix, the employee shall be paid an allowance of \$1.06 per hour for each such hour worked.

6. – Classifications

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

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

Cleaner in Charge (Grade 7): Shall mean a person who organizer the cleaning staff; maintains the cleaners' time-book, reports absences and arranges relief staff; liaises with the Director Corporate development on all cleaning matters; provides on the job induction training for new cleaning staff; conducts monthly cleaning inspections; ensures leave and allowance forms are completed correctly; records and responds to issues and concerns; undertakes cleaning of internal and external areas; monitors and manages staff leave and manages staff performance.

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

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

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

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

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

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

7. – Meal Money

- (1) Subject to the provisions of subclause (2) of this clause an employee, required to work overtime for more than two hours, shall be supplied with a meal by the employer or be paid \$8.75 for a meal and, if owing to the amount of overtime worked, a second or subsequent meal is required the

employee shall be supplied with such meal by the employer or paid \$6.00 for each meal so required.

- (2) The provisions of subclause (1) of this clause do not apply:
 - (a) in respect of any period of overtime for which the employee has been notified on the previous day or earlier that he/she will be required; or
 - (b) to any employee who lives in the locality in which the place of work is situated in respect of any meal for which he/she can reasonably go home.
- (3) If an employee to whom paragraph (a) of subclause (2) of this clause applies has, as a consequence of the notification referred to in that paragraph, provided himself/herself with a meal or meals and is not required to work overtime or is required to work less overtime than the period notified, he/she shall be paid, for each meal provided and not required, the appropriate amount prescribed in subclause (1) of this clause.

8. – Mixed Functions

- (1) Workers employed at work for which a higher rate is fixed shall be paid such higher rate whilst so employed.
- (2) If employed for two hours or more on the higher class of work he/she shall be paid the higher rate for the whole of that day.

9. – Under-rate Workers

- (1) Any worker who by reason of old age or infirmity is unable to earn the minimum wage may be paid such lesser wage as may from time to time be agreed upon in writing between the Union and the employer.
- (2) In the event of no agreement being arrived at, the matter may be referred to the Board of Reference for determination.
- (3) After application has been made to the Board, and pending the Board's decision the worker shall be entitled to work for and be employed at the proposed lesser rate.

10. Annual Leave

- (1)
 - (a) From 7 October 1986 and except as hereinafter provided, a period of four consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by his employer after a period of 12 months' continuous service with such employer.
 - (b) Employment prior to 7 October 1986 shall accrue annual leave entitlement on the basis of the then existing award provisions.
- (2) A worker before going on leave shall be paid the wages he would have received in respect of the ordinary time he would have worked had he not been on leave during the relevant period.
- (3) In addition to his/her payment for annual leave a worker shall receive a loading of 17.5% calculated on his/her ordinary rate of wage. As set out in Clause 11. – Leave subclause (8) of this Agreement.
- (4) The loading prescribed by subclause (3) shall not apply to proportionate leave on termination.
- (5)
 - (a) A worker whose employment terminates after he/she has completed a 12 monthly

qualifying period and who has not been allowed the leave prescribed under this clause in respect of that qualifying period, shall be given payment as prescribed in subclauses (2) and (3) of this clause in lieu of so much of that leave as has not been allowed unless:

- (i) he/she has been justifiably dismissed for misconduct; and
 - (ii) the misconduct for which he/she has been dismissed occurred prior to the completion of that qualifying period.
- (b) If after one month's continuous service in any qualifying 12 monthly period a worker lawfully leaves his/her employment or his/her employment is terminated by the employer through no fault of the worker, the worker shall be paid 3.08 hours pay at the ordinary rate of wage in respect of each completed week of continuous service for which annual leave has not already been taken.
- (6) If any award holiday falls within a worker's period of annual leave and is observed on a day which in the case of that worker would have been an ordinary working day there shall be added to that period one day being an ordinary working day for each such holiday observed as aforesaid.
- (7) Any time in respect of which a worker is absent from work, except time for which he/she is entitled to claim sick pay, or time spent on holidays, annual leave, school vacation periods or long service leave as prescribed by this award shall not count for the purpose of determining his right to annual leave.
- (8) The annual leave prescribed in this clause may, by consent between the employer and employee, be taken in three portions. Provided that no portion shall be less than one week.
- (9) The provisions of this clause shall apply to part-time workers on a pro rata basis in the same proportions as the average number of hours worked each week in the qualifying period bear to 40, except where an agreement has been reached pursuant to subclause (6)(b) of Clause 1. - Hours of this appendix; in which case the proportion shall be based on 38 hours.
- (10) The provisions of this clause do not apply to casual workers.

11.- Cash Out Of Accrued Annual Leave And Long Service Leave.

- (1) The parties agree on the importance of employees taking annual and long service leave for the purposes of rest and recreation.
- (2) This clause however recognises that notwithstanding the importance of leave referred to in subclause (1) some employees may have excess and overdue annual leave and/or long service leave. This clause at the initiative of the employee provides for employees to receive payment in lieu of some of their unutilised accrued annual leave and long service leave.
- (3) (a) Subject to subclause (4), the employer and employee may agree that the employee forego part of the employee's entitlement to accrued annual and long service leave in exchange for equivalent payment at the rate which would have applied had the leave been taken at the time the agreement is made.
(b) The payment includes applicable annual leave loading in accordance with Clause 11 (8) (a) – (c).
- (4) The following criteria shall apply to the cashing out of accrued annual or long service leave:
(a) the employee initiates a written request, to the employer, to cash out accrued annual leave or long service leave;

- (b) the employer approves, or disapproves, in writing to the request by the employee. The employer may disapprove on the basis of not being in a position to fund this request;
 - (c) the employee has an annual leave or long service leave entitlement that has accrued in previous years;
 - (d) in general no more than 50% of the employee's total accrued annual leave or long service leave entitlement can be cashed out at any one time;
 - (e) the remaining entitlements are not less than four weeks accrued annual leave or seven weeks long service leave;
 - (f) each instance of cashing out of annual leave or long service leave must be a separate written agreement between the employer and employee; and
 - (g) annual leave and long service leave accruing in the year of the request for cashing out is made cannot be cashed out in that year.
- (5) It is the employee's responsibility to seek information on any taxation implications arising from the payout of annual leave and/or long service leave.

12. - Board and Lodging

- (1) No worker shall be compelled to board and/or lodge on the employer's premises and no employer shall be compelled to board and/or lodge a worker; but where by mutual consent board and lodging are provided the employer shall be entitled to deduct, in respect of all workers, the following amounts:
- (a) \$3.00 per meal.
 - (b) \$10.00 per week for lodging.
- (2) Mutual consent for the purpose of this clause means a document which the worker has signed agreeing to the deduction of a specified amount in return for board and/or lodging offered by the employer.

Such agreement may be cancelled by either party giving seven days' notice in writing to the other party.

13. - Uniforms

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

14. Protective Clothing

- (1) Where employees are required to work in water they shall be supplied with rubber boots.
- (2) Employees required to clean toilets, use acids, wash dishes, handle detergents, acids, soaps or injurious substances shall be provided with rubber gloves.
- (3) Where the conditions of work are such that employees are unable to avoid their clothing becoming wet or dirty, they shall be supplied with suitable protective clothing free of charge by the employer.
- (4) Where suitable protective clothing is supplied by the employer to an employee such clothing and footwear shall remain the property of the employer.

Appendix 4

SALARY RATES FOR EMPLOYEES OTHER THAN TEACHERS

ADMINISTRATIVE AND TECHNICAL OFFICERS

1. - HOURS

- (1) The ordinary hours of duty for a full-time employee shall be 37.5 hours per week Monday to Friday inclusive and the hours of duty per day shall be fixed by agreement between the employee and employer. A full-time employee works a minimum of 40 weeks per year.
- (2) In the absence of any agreement reached in accordance with subclause (1) of this clause, the following hours of duty shall apply:

The ordinary hours of duty shall not exceed 37.5 hours per week and shall be worked on Monday to Friday, between the hours of 8.00am and 5.00 pm.
- (3) The employee shall be allowed a meal break of not less than thirty minutes, or more than one hour, to be taken between the hours of twelve noon and 2.00pm.
- (4) All time worked at the direction of the employer before the usual starting time or after the usual finishing time, or beyond 7.5 hours in any one day, or outside the spread of hours as prescribed under subclause (1) or (2) of this clause, shall be deemed overtime and shall, at the discretion of the employee, be paid for at the employee's ordinary rate of pay or be given paid time off in lieu equivalent to the time worked. The time in lieu taken in accordance with this subclause shall be at such time as is agreed between the employee and the employer.
- (5) During the school vacation periods or any part thereof during which an employee cannot be usefully employed, the employer shall be relieved of the obligation to provide work and the employee shall not be entitled to payment of salary in respect of any such period during which no work is performed other than any period during which the employee is on annual leave or a public holiday where the public holiday falls on a day on which the employee would normally be employed to work. Provided that the maximum period covered by this subclause shall be eight weeks in any one-year.

2.- ANNUAL LEAVE

- (1) An employee who has completed 12 months' continuous service or who has been employed for a minimum of 40 weeks in a calendar year shall be entitled to a minimum of 4 weeks' paid annual leave.
- (2) All time for which the school is closed due to vacation leave shall count for the purpose of determining an employee's right to payment under this clause.
- (3) Leave may be taken at any time agreed to between the employer and the employee.
- (4) If after four weeks continuous service in any qualifying period an employee lawfully leaves his/her employment or his/her employment is terminated by the employer through no fault of the employee, the employee shall be paid salary in lieu of annual leave proportionate to their length of service calculated to the nearest completed week of service.
- (5) If an employee's commencement date is after 1 January, then, by agreement between the employer and the employee, the employee may be granted pro-rata annual leave to the end of the calendar year. Subsequent years of employment can commence on 1 January.

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

3.- CASH OUT OF ACCRUED ANNUAL LEAVE AND LONG SERVICE LEAVE.

- (1) The parties agree on the importance of employees taking annual and long service leave for the purposes of rest and recreation.
- (2) This clause however recognises that notwithstanding the importance of leave referred to in subclause (1) some employees may have excess and overdue annual leave and/or long service leave. This clause at the initiative of the employee provides for employees to receive payment in lieu of some of their unutilised accrued annual leave and long service leave.
- (3) (a) Subject to subclause (4), the employer and employee may agree that the employee forego part of the employee's entitlement to accrued annual and long service leave in exchange for equivalent payment at the rate which would have applied had the leave been taken at the time the agreement is made.
(b) The payment includes applicable annual leave loading in accordance with Clause 11 (8) (a) – (c).
- (4) The following criteria shall apply to the cashing out of accrued annual or long service leave:
(a) the employee initiates a written request, to the employer, to cash out accrued annual leave or long service leave;
(b) the employer approves, or disapproves, in writing to the request by the employee. The employer may disapprove on the basis of not being in a position to fund this request;
(c) the employee has an annual leave or long service leave entitlement that has accrued in previous years;
(d) in general no more than 50% of the employee's total accrued annual leave or long service leave entitlement can be cashed out at any one time;
(e) the remaining entitlements are not less than four weeks accrued annual leave or seven weeks long service leave;
(f) each instance of cashing out of annual leave or long service leave must be a separate written agreement between the employer and employee; and
(g) annual leave and long service leave accruing in the year of the request for cashing out is made cannot be cashed out in that year.
- (5) It is the employee's responsibility to seek information on any taxation implications arising from the payout of annual leave and/or long service leave.

4. – SALARY

- (1) (a) The minimum salary, according to classification and experience, payable to an employee shall be:

Salary Level	1 January 2015 2.75%	1 January 2016 3%
LEVEL 1	\$44,013	\$45,333
	\$44,542	\$45,878
	\$45,067	\$46,419
	\$45,597	\$46,965
	\$46,124	\$47,508
	\$46,653	\$48,053

LEVEL 2	\$48,235	\$49,682
	\$49,292	\$50,771
	\$50,349	\$51,859
	\$51,406	\$52,948
	\$52,460	\$54,034
	\$53,516	\$55,121
LEVEL 3	\$55,628	\$57,297
	\$56,896	\$58,603
	\$58,164	\$59,909
	\$59,429	\$61,212
	\$60,696	\$62,517
	\$61,963	\$63,822
LEVEL 4	\$58,795	\$60,559
	\$60,907	\$62,734
	\$63,021	\$64,912
	\$65,133	\$67,087
	\$67,242	\$69,259
	\$69,353	\$71,434
LEVEL 5	\$68,564	\$70,621
	\$70,100	\$72,203
	\$71,668	\$73,818
	\$73,273	\$75,471
	\$74,916	\$77,163
	\$76,594	\$78,892
LEVEL 6	\$80,491	\$82,906
	\$84,515	\$87,050
	\$88,739	\$91,401
	\$93,178	\$95,973
	\$97,836	\$100,771
	\$102,727	\$105,809

- (b) On appointment an employee shall be placed at the appropriate salary level according to full time experience and the classifications as prescribed in Clause 4. – Classifications of this Appendix.
- (c) An employee appointed to a salary rate shall proceed by annual increments to the maximum of that classification level.
- (d) If during progression through the salary steps, and within an appropriate time frame prior to the employee's next annual increment, the employer considers such increment to be inappropriate due to work performance and as such does not recommend or authorise further progression, then the employer shall state the reasons in writing to the employee concerned.
 - (i) Such reasons should indicate the areas where the employer considers improvement is required.
 - (ii) If the improvement required is achieved, then the employee shall then proceed to his/her appropriate salary level.

- (e) An employee shall only progress from one level to another in accordance with the provisions as prescribed in Clause 4. – Classifications of this appendix.
 - (f) The years of experience are indicated by the equivalent number of steps from the entry level.
 - (g) For the purposes of determining weekly or fortnightly salary, the annual salaries as prescribed in subclause (1)(a) of this clause, shall be divided by 52.16 or 26.08 respectively.
 - (h) Where the conditions of employment of any employee are subject to the provisions of Clause 1 (a) of this appendix salary shall be averaged over the period of a full year. Providing that averaging does not reduce the amount received when determining pro rata payments for all entitlements and extra time worked.
- (2) **Junior Classification**
An employee under the age of 20 years shall receive the following percentages of the rate appropriate to Level 1.
- | | |
|-----------------------|-----|
| Under 17 years of age | 60% |
| 17 years of age | 70% |
| 18 years of age | 80% |
| 19 years of age | 90% |

5. – CLASSIFICATIONS

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

- (1) **Level 1**
 - (a) An employee at this level requires no prior experience or formal qualifications in the performance of the job and works under direct supervision.
 - (b) Examples of positions which may appropriately be classified as Level 1:

General clerical assistant, switchboard operator, word processing operator, data entry operator, laboratory attendant, school secretary and any assistant employed within the terms of Clause 4. – Scope of the *Independent Schools Administrative and Technical Officers Award 1993*.
- (2) **Level 2**
 - (a) An employee at this level performs duties under general supervision, may have acquired some relevant qualifications and is competent in the performance of tasks associated within Level 1 positions.
 - (b) Examples of positions which may appropriately be classified as Level 2, in addition to those prescribed at Level 1, are as follows:

Library assistant, laboratory assistant, accounts clerk, word processing operator, data process operator, secretarial duties, receptionist/switchboard operator and school secretary.
- (3) **Level 3**
 - (a) An employee at this level works as a competent skilled autonomous employee and has knowledge, skills and demonstrated capacity to undertake complex tasks. The employee is likely to have TAFE or equivalent qualifications.

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

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

(4) **Level 4**

- (a) An employee at this level, through formal qualification or job responsibility, is fully competent in the performance of the job function. The employee will have relevant TAFE/Tertiary or equivalent qualifications

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

(5) **Level 5**

- (a) An employee at this level may manage and be accountable for the services under their control. The employee is not only competent in the performance of their role but also has an increased degree of autonomy, initiative and discretion in the work program. The employee will have relevant TAFE/Tertiary or equivalent qualifications and/or demonstrated experience. The employee may also be responsible for the day to day management of other employees.

(6) **Level 6**

- (a) An employee at this level will manage and be accountable for the services under their control. The employee is not only fully competent in the performance of their role but also has a high degree of autonomy, initiative and discretion in the work program. The employee will have relevant TAFE/Tertiary or equivalent qualifications and/or demonstrated experience. The employee may also be responsible for the day to day management of other employees.

6. - HIGHER DUTIES

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

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

7. - SUPPORTED WAGE

- (1) This clause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement. In the context of this clause, the following definitions will apply:

- (a) 'Supported Wage System' means the Commonwealth Government system to promote employment for people who cannot work at full Agreement wages because of a disability as documented in "[Supported Wages System: Guidelines and Assessment Process]".
- (b) 'Accredited Assessor' means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.
- (c) 'Disability Support Pension' means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.

- (d) 'Assessment instrument' means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

(2) Eligibility Criteria

Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension. (The clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their current employment).

The clause also does not apply to employers in respect of their facility, programme, undertaking, services or the like which receives funding under the Disability Services Act 1988 and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under s10 or s12A of the Act, or if a part has received recognition, that part.

(3) Supported Wage Rates

Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this Agreement for the class of work which the person is performing according to the following schedule:

Assessed Capacity(Clause 1.3)	% of prescribed agreement rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

* (Provided that the minimum amount payable shall be not less than \$45 per week).

Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

(4) Assessment of Capacity

For the purpose of establishing the percentage of the Agreement rate to be paid to an employee under this Agreement, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

- (a) the employer and the union in consultation with the employee or, if desired by any of these; or
- (b) the employer and an accredited Assessor from a panel agreed by the parties to this Agreement and the employee.

(5) Lodgement of Assessment Instrument

- (a) All assessment instruments under the conditions of this clause, including the appropriate percentage of the Award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Western Australian Industrial Relations Commission.
- (b) All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union which is party to this Agreement, is not a party to the assessment, it shall be referred by the Registrar to the union by certified mail and shall take effect unless an objection is notified to the Registrar within 10 working days.

(6) Review of Assessment

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

(7) Other Terms and Conditions of Employment

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other employees covered by this Agreement paid on a pro-rata basis.

(8) Workplace Adjustment

An employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other employees in the area.

(9) Trial Period

- (a) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
- (b) During the trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
- (c) The minimum amount payable to the employee during the trial period shall be no less than \$45 per week; or, in the case of paid rates award, the amount payable to the employee during the trial period shall be \$45 per week or such greater amount as is agreed from time to time between the parties (taking into account the Department of Social Security income test free areas for earnings) and inserted into this Agreement.
- (d) Work trials should include induction or training as appropriate to the job being trialled.
- (e) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under subclause (4) of this clause.

Appendix 5

SALARY RATES FOR EMPLOYEES OTHER THAN TEACHERS

SCHOOL NURSES

1. - HOURS

The ordinary hours of duty for a full-time employee shall be 38 hours per week Monday to Friday inclusive and the hours of duty per day shall be fixed by agreement between the employee and employer.

2. - SALARY

- (1) The minimum salary, according to classification and experience, payable to an employee shall be:

Salary Scale	1 January 2015 2.75%	1 January 2016 3%
1 st Year	\$55,484	\$57,149
2 nd Year	\$58,162	\$59,907
3 rd Year	\$60,844	\$62,669
4 th Year	\$63,531	\$65,437
5 th Year	\$66,216	\$68,202
6 th Year	\$68,904	\$70,971
7 th Year	\$71,578	\$73,725
8 th Year	\$74,262	\$76,490

- (2) On appointment an employee shall be placed at the appropriate incremental level according to previous relevant nursing experience in an independent school or at a similar level. Experience shall include time spent in relevant post basic courses.
- (3) Nurse shall mean one who is registered or entitled to be registered as a general trained nurse in Western Australia under the Nurses Act, 1968-1980.
- (4) The onus of proof of previous experience shall rest with the employee.
- (5) Progression through the abovementioned scale shall be by annual increments.

3. - TIME OFF DUTY

All employees shall be entitled to 48 hours off duty each week, such hours shall be consecutive unless the employee and employer agree otherwise.

4. - VACATION LEAVE

- (1) Except as hereinafter provided, an employee shall be allowed the leave granted by the school in which she/he is employed without deduction of pay: Provided that such leave shall be not less than six weeks during the Christmas vacation nor ten days during each of the term vacations.
- (2) If after one month's continuous service in any qualifying twelve monthly period an employee terminates her/his employment or her/his employment is terminated by the employer through no fault of the employee, the employee shall be paid for such proportion of vacation leave as the number of completed months of her/his service in that qualifying period bears to the full qualifying period of twelve months.

- (3) Any time in respect of which an employee is absent from work except time for which she/he is entitled to claim sick leave or time spent on school holidays or vacation leave as prescribed by this clause shall not count for the purpose of determining her/his right to paid leave.
- (4) An employee who is justifiably dismissed for misconduct shall not be entitled to the benefits of the provisions of this clause.
- (5) No employee shall, during any period when she/he is on leave engage in any employment for hire or reward in substitution for the employment from which she/he is on leave, and if an employee breaches this provision she/he shall thereupon forfeit her/his right of leave upon which she/he has entered, and the employer shall be entitled to withhold any further payment in respect of the period and to reclaim any payments already made on account of such period of leave.
- (6) A leave loading equivalent to 17.5% of four weeks' salary shall be paid to an employee including a part time employee who has worked for all four terms in that calendar year.

The loading shall be paid in the final pay in December of that year.

- (7) This clause shall not apply to casual employees.

5.- CASH OUT OF ACCRUED ANNUAL LEAVE AND LONG SERVICE LEAVE.

- (1) The parties agree on the importance of employees taking annual and long service leave for the purposes of rest and recreation.
- (2) This clause however recognises that notwithstanding the importance of leave referred to in subclause (1) some employees may have excess and overdue annual leave and/or long service leave. This clause at the initiative of the employee provides for employees to receive payment in lieu of some of their unutilised accrued annual leave and long service leave.
- (3) (a) Subject to subclause (4), the employer and employee may agree that the employee forego part of the employee's entitlement to accrued annual and long service leave in exchange for equivalent payment at the rate which would have applied had the leave been taken at the time the agreement is made.
(b) The payment includes applicable annual leave loading in accordance with Clause 11 (8) (a) – (c).
- (4) The following criteria shall apply to the cashing out of accrued annual or long service leave:
 - (a) the employee initiates a written request, to the employer, to cash out accrued annual leave or long service leave;
 - (b) the employer approves, or disapproves, in writing to the request by the employee. The employer may disapprove on the basis of not being in a position to fund this request;
 - (c) the employee has an annual leave or long service leave entitlement that has accrued in previous years;
 - (d) in general no more than 50% of the employee's total accrued annual leave or long service leave entitlement can be cashed out at any one time;
 - (e) the remaining entitlements are not less than four weeks accrued annual leave or seven weeks long service leave;
 - (f) each instance of cashing out of annual leave or long service leave must be a separate written agreement between the employer and employee; and
 - (g) annual leave and long service leave accruing in the year of the request for cashing out is made cannot be cashed out in that year.
- (5) It is the employee's responsibility to seek information on any taxation implications arising from the payout of annual leave and/or long service leave.

6. - BOARD AND LODGING

- (1) The charge for full board and lodging provided to an employee by the employer shall be \$9.20 per night.
- (2) Where the employer provides meals only to an employee the following charges shall apply -

Lunch and Dinner	\$3.60
Breakfast	\$2.05
- (3) An accredited representative of the Federation shall be entitled to inspect such food and accommodation at reasonable times.
- (4) An employee shall not be charged for board and lodging when absent from the school for more than one day on annual leave, sick leave, long service or leave without pay.
- (5) By agreement with the employee the amounts prescribed in subclauses (1) and (2) hereof may be deducted from the salary of the employee.
- (6) Future increases in board and lodging charges shall be adjusted in accordance with increases awarded under the current principles of wage fixation.

7. - LAUNDRY AND UNIFORMS

- (1) Where an employee is required by the employer to wear a uniform, sufficient uniforms shall be provided at the employer's expense. In lieu of providing uniforms, the employer shall pay an allowance of \$4.70 per week to the employee.
- (2) Uniforms shall be laundered free of cost to employees. Where the uniforms of any employee cannot be laundered by the school an allowance of \$1.50 per week shall be paid to the employee.
- (3) For the purpose of this paragraph a uniform shall be deemed to be "required" unless the employer advises the employee that the wearing of uniforms is not a condition of employment.