



HR004	Applicable Awards and Conditions of Employment Policy
Purpose	To provide staff with information about which awards and conditions of employment apply. It also states where conditions of employment are over and above those of the awards.
Authority	Fair Work Australia National Employment Standards (NES) Educational Services (Teachers) Award 2010 Educational Services (Schools) General Staff Award 2010
Policy	Free Reformed School Association (FRSA) employees will be employed in accordance to the NES and other relevant Awards, unless otherwise determined as outlined in other policies and procedures.
Delegation	Administration Manager & Principals
Related Policies	Recruitment Policy (HR002) Long Service Leave Portability (HR005) Resignations (HR006) Study Incentive Policy (HR007) Promotion to Senior Teacher (HR015)
Date approved	Nov 2011; Apr 2012; Feb 2015; Oct 2016; Jun 2017
Next Review Due	October 2019
Review Authority	Management
Keywords	Awards; conditions of employment; sick leave; long service leave; special leave; study leave; carer's leave; synod; classis; bereavement leave

Authorised by:	
ESG Chairman	J Swarts
Date:	June 2017



HRP004

Applicable Awards and Conditions of Employment Procedure

INTRODUCTION

The FRSA utilises various awards to determine the salaries and the conditions of employment for its staff. Therefore, the purpose of this policy is to set out which awards apply to whom and also to detail where the FRSA has decided to have conditions of employment over and above the award.

APPLICABLE AWARDS

Copies of all the applicable sections of the awards mentioned below are available on the FRSA website or from Administration.

National Employment Standards (NES):

These standards apply to all staff.

Educational Services (Teachers) Award 2010:

This award is used to determine the conditions of employment of all teachers and principals.

Educational Services (Schools) General Staff Award 2010:

This award is used to determine the conditions of employment for all staff except teachers and principals. The classifications for administration staff are as per The Roman Catholic Archbishop of Perth Non-teaching Staff Enterprise Bargaining Agreement (EBA) 2012 Clause 57 or any new replacement EBA and are shown in Appendix A.

The Roman Catholic Archbishop of Perth Teachers Enterprise Bargaining Agreement 2009 Clause 11 or any new replacement EBA or salary schedule - Salary Schedule:

This schedule is used for determining salaries for all teachers and principals.

The Roman Catholic Archbishop of Perth Non-teaching Staff Enterprise Bargaining Agreement 2012 Clause 57 or any new replacement EBA or salary schedule – Salary Schedule:

This schedule is used for determining salaries for all administration staff.

Education Assistant's – Salary Schedule: (Appendix B)

This schedule is used for determining salaries for educational assistants. This schedule was determined by the Executive and approved by the Board and also includes explanations of what the Board's expectation is concerning hours of work.

Long Service Leave:

This is mentioned in the NES which then directs you to awards previously in place. For teachers this means the Independent Schools Teachers' Award and the relevant section has been included as Appendix C. Likewise for educational assistants; this means the Teachers' Aides Independent Schools Award and for administration staff it means the Independent Schools Administrative and Technical Officers' Award.

Staff members need to consult these awards when questions arise and consult with their Managers and/or with the Administration Manager should it be unclear.

CONDITIONS OF EMPLOYMENT OVER AND ABOVE THE AWARD CONDITIONS

The conditions as per the awards and the NES will apply except where the FRSA has decided to put in place conditions which exceed the awards and the NES – these are listed below:

1. Personal/Carers Leave

Special circumstances

When personal/carers leave exceeds the entitlements of the employee, paid personal/carers leave changes into “personal/carers leave without pay”.

The employee or his Manager may make a request to the Board to grant further personal/carers leave with pay due to special circumstances.

2. Compassionate Leave

A principal/manager may, upon receiving an application for compassionate leave for situations that go beyond immediate family, apply special leave. In his / her considerations the principal/manager will be guided by the urgency and seriousness of the situation and the closeness of the staff member to the situation. Other criteria to apply in relation to this are that the part of the school that is affected by the leave request, or the school as a whole, can continue to function well and that where possible principals use internal relief to cover staff absences in these situations.

3. Special Leave

An employee shall on sufficient cause being shown, be granted special leave with pay.

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

- No other paid leave is available
- No other arrangements can reasonably be made
- The absence from duty is required due to the pressing need.
- Special personal events (to be determined at discretion of manager).

Authorisation

Manager: As mentioned above

Additional: Education and Strategy Group (ESG) upon employee’s request for up to 3 days.

4. Study Leave

Study Leave is provided to permanent employees to attend examinations of previously approved work related studies (see Policy on Study Allowance).

Authorisation:

Manager: 1 day.

Additional: ESG upon employee’s request for up to 3 days.

5. Long Service Leave

The employee is to apply for his/her Long Service Leave and it needs the approval of the line manager. The employee must apply in writing 1 - 3 months prior to the required period. The application time must equal the requested leave period (e.g. 2 months leave, application time must be 2 months prior to when leave starts), but with a minimum application time of 1 month.

The line manager can decline the request if adequate replacement cannot be found for the requested period.

Authorisation:

Manager (must confirm with Payroll Officer that the employee has sufficient entitlements).

6. Short Periods of Leave

Where the period of leave is as follows:

- Only for a part of the day
- Has been approved by his/her Manager and
- The relief is at no cost to the FRSA,

then this period of leave will be paid to the employee as normal hours.

If a 'no cost' relief arrangement isn't possible the employee will either need to apply for any other leave that may be appropriate or apply for leave without pay.

LEAVE WITHOUT PAY

We recognize the following types of leave without pay (LWOP):

1. Personal circumstances
2. Church related leave
3. Parental leave.

1. Personal circumstances

Employees are entitled to apply for leave without pay however the granting of such leave is at the discretion of the manager. Each application will be considered individually taking into consideration the needs of the employee and the impact on the FRSA organisation.

The employee must apply in writing prior to the required period.

The employee is required to give a reason for the leave request. When the leave request is more than 1 month, the employee is to indicate how this may affect their terms of employment. The maximum period of leave is 12 months.

Note:

- a. The employee is to be aware that if their membership of the Free Reformed Church ceases, by default their employment of FRSA will be terminated (see Constitution Art 2.1.1)
- b. Request for LWOP may have an impact on entitlements.

When assessing the request, managers are to consider:

- a. Specific contractual (or visa) conditions
- b. Potential impact of the request on the operation and disruption of the school
- c. The availability of temporary replacement staff and the period to arrange replacement staff
- d. The potential training cost of replacement staff
- e. Benefits of retaining valued staff who otherwise could resign
- f. Assistance that LWOP may assist staff member in balancing work-life responsibilities and gain different experiences during the LWOP period
- g. Each application is to be considered on its own merit and is to be dealt with in a fair and equitable matter.

The application time for leave is:

- For less than one day is 1 week
- For 1 week to one month is one month
- From 1 month to 12 months is 3 months.

Authorisation:

Manager.

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 should be documented. If no prior arrangement is made the employee will be entitled to a position similar to the one held prior to the period of leave (but not necessarily the exact position e.g. they may be required to teach a different class and or at a different campus).

2. Church related leave

Leave required for church related activities such as a church meeting, classis, synod, mission trip etc., is leave without pay. The employee must apply in writing prior to the required period.

The application time for leave is:

- For less than one week is 1 week
- From 1 week to 12 months is 3 months.

The employee can use long service leave as an alternative for the leave period required, but no other leave with pay components can be utilised.

Authorisation:

Manager.

The employee may apply to the Board to request that the 'without pay' aspect be waived. The request should be forwarded in time for the Board to deal with the request. Until the decision is made, the leave period is without pay.

3. Parental Leave

One of the entitlements in the NES is "parental leave and related entitlements":

The employee may apply up to 12 months unpaid leave, plus the right to request an additional 12 months unpaid leave, plus other forms of maternity, paternity and adoption leave.

This leave applies to both parents.

Note:

Under the National Employment Standards, it is a requirement notice must be given to the employer at least 10 weeks before starting unpaid parental leave (Section 20).

At this stage there is no legal requirement to provide PAID parental leave.

COMMENTS

1. The social environment in which we live has changed and also our church community and staff are affected by these changes. This is also noticeable in individual questions regarding maternity / paternity leave.
Principals and managers will inform female staff about the blessings of motherhood and the preferred actions we would like to see as reformed Christians.
2. A request for unpaid paternal leave will be submitted with a firm starting date, at least 10 weeks before that start of leave and a firm end-date.
3. On ending unpaid parental leave, an employee is entitled to return to:
 - a. The employee's pre-parental leave position; or
 - b. If that position no longer exists an available position for which the employee is qualified and suited nearest in status and pay to the pre-parental leave position.
4. It is not the responsibility of the employer to decide how parents raise their children. In that sense it is also not the responsibility of the employer to "reject" employment opportunities for parents with children.

SALARY INCREASES

The FRSA will apply the (Catholic Education Office) CEO salary scales in general for Principals, Senior Management, Administration Staff and Teachers – it reserves the right to deviate from this award at any time in the future. The FRSA has also adopted the practice to implement pay increase for teaching staff once per year at the beginning of each year. The FRSA has adopted a separate salary scale in 2010 for Education Assistants and Bus Drivers. These salaries will be adjusted in accordance with the National wage increase in July of each year. The rate of bus drivers and other employees is as per individual agreement.

Salary increase for educational assistants and administration staff will occur generally mid-year with the national wage decision/changes.

TEACHERS SALARY SCALE AND REFORMED EDUCATION DIPLOMA COURSE (REDC)

All newly qualified teaching staff when they commence teaching will be paid as per level 2 of the salary scale.

All non-qualified teaching staff members are limited to being paid no more than level 3 of the salary scale.

Salaries are reduced by 3% where staff members have not as yet completed the REDC. It is expected that fulltime teachers will complete the REDC within two years of being employed.

PROMOTIONAL POSITIONS

Promotional positions are available and are listed below. These promotional positions are not cumulative. Payment to a staff member will be at the highest promotional level achieved and not for both.

1. Senior Teachers (ST)

Refer to HR015 Promotion to Senior Teacher Policy. The following additional salaries are paid for these positions:

- ST 3%

2. Learning Area Coordinators (LAC)

This promotional position is by appointment only. The following additional salaries are paid for these positions:

- LAC level 3 4%
- LAC level 2 6%
- LAC level 1 8%.

3. Early Years Coordinator (EYC)

This promotional position is by appointment only. The following additional salaries are paid for these positions:

No. of ECE students	% of additional base salary
Up to 25	2
Up to 50	4
Up to 75	6
Up to 100	8
Up to 125	8%
150 or more	8%

ADMINISTRATION STAFF

Some of our administration staff, school secretaries, and assistants only work during the school weeks. After approval from the employee, their wages will be spread out over the whole year. The CEO salary scale addresses this under the column Category C – 40 weeks work Annual Rate.

RELIEF PAYMENTS

Where staff are required to provide relief for others the following will apply:

For senior management positions - payment for higher duties will be paid at the rate applicable for that position. It will only apply where the relief is for **more than 3 consecutive days**.

For teachers - payment will be made as extra hours to part time staff and for relief staff who are called in for a minimum of half a day. The rate of pay will be as per the CEO salary schedule for a level 4 teacher plus 25% loading.

For educational assistants and administration staff a minimum of 2 hours will be paid and it will be paid as per the appropriate classification with a loading of 25% for casual work.

TEACHER REGISTRATION BOARD (TRB) AND WORKING WITH CHILDREN CHECK (WWCC) REIMBURSEMENTS

Part-time staff members employed <0.5FTE as well staff in the relief pool may request reimbursement of the TRB registration fee and WWCC application fees.

JUNIOR CLASSIFICATIONS

The following junior rates will apply as per the Educational Services (Schools) General Staff Award 2010. This will only apply to new employees from the 1st July 2011. Existing staff will continue to be paid under the previous arrangements <17 – 50%, 17 – 60%, 18 – 70%, 19 – 80%, 20 – 90%, and 21 – 100% of the basic salary.

ADMINISTRATION & RECORD KEEPING

All types of leave need to be recorded with the use of the designated forms (Leave Request Form). The Administration Manager/Principal will inform the Payroll department as soon as possible regarding any approved leave by providing a copy of the leave request form. The Payroll department will keep the records in the payroll system and/or personal file of the employee.

Where relief is required and has been organised this should also be recorded on the relief / leave request form.

Where reference is made to he or his, she or her is also meant.

AUTHORISATION

In this policy the FRSA works according to the following hierarchy in the School Association:

School Staff: (*teacher, education assistant, school secretary*)

Board → Principal → Head of School (if applicable) → Employee

Other staff: *(FRSA Administration)*

Board → Administration Manager → Employee

Office of Reformed Education:

Board Armadale → Principal ORE → Employee

Appendices:

Appendix 1 Classifications - Administration

Appendix 2 Salary Schedule for Educational Assistants

Appendix 3 Long Service Leave

Appendix 1

Classifications - Administration

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

1. Level 1

- a. An employee at this level requires no prior experience or formal qualifications in the performance of the job and works under direct supervision.
- b. Examples of positions which may appropriately be classified as Level 1:
General clerical assistant, switchboard operator, word processing operator, data entry operator, laboratory attendant, school secretary and any other clerical assistant employed within the terms of Clause 5 of this Agreement.

2. Level 2

- a. An employee at this level performs duties under general supervision, may have acquired some relevant qualifications and is competent in the performance of tasks associated within Level 1 positions.
- b. Examples of positions which may appropriately be classified as Level 2, in addition to those prescribed for Level 1, are as follows:
Library assistant, laboratory assistant, accounts clerk, word processing operator, data processing operator, secretarial duties, receptionist/switchboard operator and school secretary.

3. Level 3

- a. An employee at this level works as a competent skilled autonomous employee and has knowledge, skills and demonstrated capacity to undertake complex tasks. The employee is likely to have TAFE/tertiary or equivalent qualifications.
- b. Examples of positions which may appropriately be classified as Level 3:
Technician employed in the audio visual, computer, media, library or laboratory departments and/or any other technician employed in the school, secretary, bookkeeper, computer system supervisor, senior clerk or senior computer operator, accounts officer, records officer and school secretary.

4. Level 4

- a. An employee at this level, through formal qualification or job responsibility, is fully competent in the performance of the job function. An employee at this level would have a high degree of autonomy, initiative and discretion in the work program and would be responsible for the supervision of other administrative and/or technical employees.
- b. Examples of positions which may appropriately be classified as Level 4:
Assistant bursar and/or registrar, senior finance employee, senior laboratory technician, school and/or principal's secretary in a secondary school and office manager with supervisory duties.

Appendix 2

Salary Schedule For Educational Assistants

The FRSA applies the following salary scales:

FRSA	Qualifications	Experience	Salary per 1 July 2014 (without junior classification)
1	Unqualified General EA	None	34,873
2	Unqualified General EA	> 1 year	36,211
3	Unqualified General EA	> 2 years	37,519
4	Qualified Cert I/II - year 12 - UNI year 1	None	37,815
5	Qualified Cert I/II - year 12 - UNI year 1	> 1 year	39,005
6	Qualified Cert III/IV - UNI year 2, 3, 4	None	39,481
7	Qualified Cert III/IV - UNI year 2, 3, 4	> 1 year	40,195
8	Qualified Cert IV, - UNI year 2, 3, 4	> 2 years	41,680
9	Qualified Cert IV, - UNI year 2, 3, 4	> 3 years	43,761

Extract from letter of Board to EA's in 2010:

In (re)considering the issue of pay for teacher's aides, the Board is aware of the various pay scales and conditions used in determining an appropriate remuneration both at a state and federal level as well as our own hybrid scale. The Board has now accepted the Executive's recommendation that as far as practical the pay scales will be aligned with those of the Federal Education Services (Schools) award. However, it will not implement the specified hours of work, instead retaining a 32.5 hour week and 40 weeks per year.

While full and part time salaries will be calculated based on the above working hours and weeks, the Board expects a professional level of commitment from its teacher's aides. In practical terms, that means teacher's aides will, where required or directed, be engaged in duties, preparatory or otherwise, outside of normal school hours, as is the case for its teaching staff.

Furthermore, the Board will remunerate teacher's aide staff according to qualification and not according to whether they work as a general aide or special needs aide, as previously. The result is a proposed salary scale which for most teachers' aides results in adjustments to the rates of pay which are essentially the same or have increases to remove anomalies. Percentage pay increases awarded regularly to aides will continue according to the set policy as in the past.

Pay determination is a complex and sensitive area where the Board must balance the need to pay staff a fair wage, preserve equity and accept budget constraints. We believe the proposed pay scale strikes a fair balance and trust the outcome is one which continues to acknowledge the important task that teacher's aides perform in our schools.

Appendix 3

Long Service Leave

Teachers:

1. Subject to subclause (3):
 - a. A teacher who has completed ten (10) years' continuous service with an employer shall be entitled to 13 weeks' paid long service leave.
 - b. For each subsequent period of ten (10) years' service a teacher shall be entitled to an additional 13 weeks' paid long service leave.
 - c. On termination of the teacher's employment in any circumstances otherwise than for serious misconduct the teacher shall be entitled to payment of long service leave in respect of the number of years' service with the employer completed since the teacher last became entitled to an amount of long service leave of a proportionate amount on the basis of 13 weeks' for ten (10) years' service.
2. In calculating a teacher's entitlement under this clause continuous service with the employer prior to the 1st day of January 1984 shall be taken into account in the following manner:
 - a. In the case of a teacher who has already accrued an entitlement to long service leave with the employer prior to the 1st day of January 1984, the teacher shall continue to accrue subsequent entitlements to long service leave in accordance with the provisions of subclause (1) of this clause.
 - b. In the case of a teacher who, at the 1st day of January 1984, had not accrued an entitlement to long service leave, the teacher's entitlement shall be calculated on the following basis:
For any period of continuous employment prior to the 1st day of January, 1984, an amount calculated on the basis of 13 weeks' paid long service leave for each 15 years of continuous service.
3. The expression "continuous service" does not include:
 - a. Any period exceeding two weeks during which the teacher is absent on leave without pay. In the case of leave without pay which exceeds eight weeks in a continuous period, the entire period of that leave is exercised in full;
 - b. any service of a teacher who resigns or is dismissed, other than service prior to such resignation or prior to the date of any offence in respect of which he/she is dismissed by the employer, when that prior service has actually entitled the person to long service leave under this clause.
4. Subject to subclause (6) of this clause, term and Christmas holidays observed by the school shall be recognised as extra leave and not included in the long service leave.
5. Any public holiday which occurs during the period a teacher is on long service leave shall be treated as part of the long service leave and extra days shall not be granted.
6. Where a teacher has become entitled to a period of long service leave in accordance with this clause, the teacher shall commence such leave as soon as possible after the accrual date in a manner mutually agreed between the employer and the teacher by one of the following options:
 - a. as a semester, with approved leave without pay for that portion which exceeds the long service leave period;
 - b. as a term, with any excess entitlement being taken with future long service leave or paid out on termination, resignation or retirement. The excess cannot be used to reduce a future accrual period;

- c. as a term, with the excess entitlement falling during the Christmas vacation period being paid for in addition to the ordinary payment for such vacation. The excess leave may be taken during the vacation period prior to or following the term's long service leave.
7. Payment for long service leave shall be made in full before the teacher goes on leave or by agreement between the teacher and the employer, at the same time as the teacher's salary would have been paid if the teacher had remained at work in which case the payment shall be made by arrangement between the teacher and the employer.
8. Where a teacher has completed at least 7 years' service but less than 10 years' service and employment is terminated:
 - a. by the teacher's death; or
 - b. in any circumstances, otherwise than serious misconduct;
 the amount of leave shall be such proportion of 13 weeks' leave as the number of completed years of such service bears to 10 years.
9. In the case to which subclause (8) of this clause, applies and in any case in which the employment of the teacher who has become entitled to leave hereunder is terminated before such leave is taken or fully taken the employer shall, upon termination of employment otherwise than by death, pay to the teacher and upon termination of employment by death, pay to the personal representative of the teacher upon request by the personal representative, a sum equivalent to the amount which would have been payable in respect of the period of leave to which he/she is entitled or deemed to have been entitled and which would have been taken but for such termination. Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.
10. Where the continuous service of a teacher during the accrual period contains any period where the teacher worked on a part time basis the teacher's entitlement shall be calculated as follows:
 - a. the number of weeks accrued shall be in accordance with subclause (1) above; and
 - b. payment for the leave taken shall be the average that the teacher's part time service bears to that of a full time teacher over the accrual period.

Educational Assistants:

1. The Long Service Leave provisions as determined by the Western Australian Industrial Relations Commission for private industry generally in this State and as they are from time to time published in the Western Australian Industrial Gazette, are hereby incorporated in and shall form part of this award.
2. For the purpose of paragraph (d) of subclause (1) of Clause 5: Taking Leave of the Long Service Leave Provisions specified in subclause (1) of this clause, the term 'annual leave' shall be taken to mean the summer vacation.
3. An officer who has completed ten years' continuous service with an employer shall be entitled to 8.66 weeks' paid long service leave.
4. For each subsequent period of five years' service an officer shall be entitled to an additional 4.33 weeks' paid long service leave.
5. Provided that any day referred to in Clause 7 above: Holidays of this award on which the employee is relieved of the obligation to present him / herself for work shall be deemed to be 'service' for the purpose of those conditions.
6. Where an education assistant has completed at least 7 years' service but less than 10 years' service and employment is terminated:
 - by the education assistant's death; or
 - in any circumstances, otherwise than serious misconduct;

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

Administration Staff:

1. Subject to subclause (3) of this clause:
 - a. An officer who has completed ten years' continuous service with an employer shall be entitled to ten weeks' paid long service leave.
 - b. For each subsequent period of ten years' service an officer shall be entitled to an additional ten weeks' paid long service leave.
 - c. On termination of the officer's employment:
 - (i) by the officer's death;
 - (ii) in any circumstances otherwise than for serious misconduct;an officer shall be entitled to a proportionate amount, on the basis of ten (10) weeks' paid leave for ten (10) years' continuous service for the number of year's continuous service with the employer completed since the officer last became entitled to an amount of long service leave.
2. In calculating an officer's entitlement under this clause continuous service with the employer prior to 1 January 1993 shall be taken into account in the following manner:
 - a. In the case of an officer who has already accrued an entitlement to long service leave with the employer prior to 1 January 1993, the officer shall continue to accrue subsequent entitlements to long service leave in accordance with the provisions on subclause (1) of this clause.
 - b. In the case of an officer who, at 1 January 1993, had not accrued an entitlement to long service leave, the officer's entitlement shall be calculated on the following basis:
For any period of continuous employment prior to 1 January 1993, an amount calculated on the basis of 13 weeks' long service leave on full pay for each 15 years of continuous service.
3. The expression "continuous service" does not include:
 - a. Any period exceeding two weeks during which the officer is absent on leave without pay. In the case of leave without pay which exceeds eight weeks in a continuous period, the entire period of that leave is excised in full;
 - b. Any service of an officer who resigns or is dismissed, other than service prior to such resignation or prior to the date of any offence in respect of which the officer was dismissed by the employer, when that prior service has actually entitled the officer to long service leave under this clause.
4. Any entitlement to annual leave that falls due during the period of long service leave shall be recognised as extra leave and not included in the long service leave.
5. Any public holiday which occurs during the period an officer is on long service leave shall be treated as part of the long service leave and extra days instead thereof shall not be granted.
6. Where an officer has become entitled to a period of long service leave in accordance with this clause, the officer shall commence such leave as soon as possible after the accrual date in a manner mutually agreed between the employer.
7. Payment for long service leave shall be made in full before the officer goes on leave or by agreement between the officer and the employer, at the same time as the officer's salary would have been paid if the officer had remained at work in which case the payment shall be made by arrangement between the officer and the employer.
8. Where an officer has completed at least seven (7) years' service but less than ten (10) years' service and employment is terminated -

- a. by the officer's death; or
- b. in any circumstances, other than serious misconduct;

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

9. In the case to which subclause (8) of this clause applies and in any case in which the employment of the officer who has become entitled to leave hereunder is terminated before such leave is taken or fully taken the employer shall, upon termination of employment otherwise than by death, pay to the officer and upon termination of employment by death, pay to the personal representative of the officer upon request by the personal representative, a sum equivalent to the amount which would have been payable in respect of the period of leave to which the officer is entitled or deemed to have been entitled and which would have been taken but for such termination. Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.
10. Where the continuous service of an officer during the accrual period contains any period where the officer's hours were less than those of a full-time officer the officer's entitlement shall be calculated as follows:
- a. the number of weeks accrued shall be in accordance with subclause (1) above, and
 - b. payment for the leave taken shall be the average that the officer's hours bears to that of a full-time officer over the accrual period.
11. Notwithstanding the provisions of subclause (1) of this clause, the provisions for long service leave which apply at an individual school may be set by written agreement between the employer and the Union; provided that such agreement shall not set provisions less favourable than those prescribed for under subclause (1) hereof.
- Any agreement reached in accordance with this subclause shall be registered in the Western Australian Industrial Relations Commission in accordance with Section 41 of the Industrial Relations Act, 1979.

