

CITY OF ALBANY INDUSTRIAL AGREEMENT 2023

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

PARTIES	CITY OF ALBANY	APPLICANT
	-v-	
	WESTERN AUSTRALIAN MUNICIPAL, ADMINISTRATIVE, CLERICAL AND SERVICES UNION OF EMPLOYEES	RESPONDENT
CORAM	SENIOR COMMISSIONER R COSENTINO	
DATE	MONDAY, 10 JUNE 2024	
FILE NO/S	AG 19 OF 2024	
CITATION NO.	2024 WAIRC 00286	

Result	Order issued
Representation	(on the papers)
Applicant	MinterEllison
Respondent	Fogliani Lawyers

Order


WHEREAS this is an application pursuant to s 41 of the *Industrial Relations Act 1979* (WA) to register an industrial agreement;

AND WHEREAS I, the undersigned, am satisfied that the agreement meets the requirements of the Act for registration and that it should be registered;

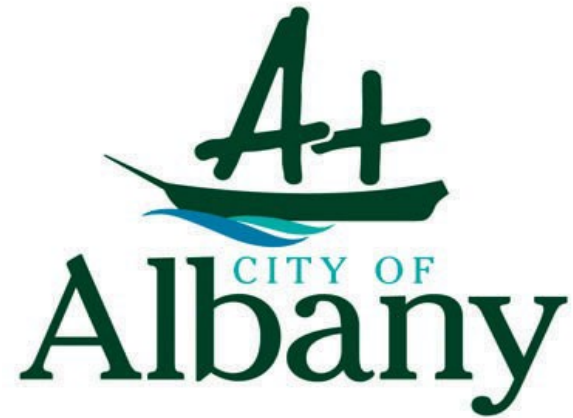
AND WHEREAS the parties consent to this application for registration of the industrial agreement being determined on the papers;

NOW THEREFORE, the Commission pursuant to the powers conferred under the Act, and by consent, hereby orders –

THAT the agreement made between the parties filed in the Registry of the Commission on 30 May 2024 entitled *City of Albany Industrial Agreement 2023* attached hereto be registered as an industrial agreement with effect from the date of this order.

 (Sgd.) R. COSENTINO

SENIOR COMMISSIONER R COSENTINO



City of Albany
Industrial Agreement 2023

City of Albany Industrial Agreement 2023

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Part A– Formalities & Operation

1. Title

This Agreement shall be known as the City of Albany Industrial Agreement 2023.

2. Definitions

“Business” means business conducted by the City in accordance with the Local Government Act 1995(WA).

“CCSC Award” means the Child Care (Subsidised Centres) Award.

“Child” means the child of an Employee, including an adopted / fostered child and a stillborn child and a person who is under 18.

“City” means the City of Albany as the employer and its authorised representative management.

“Community Services Employees” means those Employees whose role is to encourage, promote or conduct community pursuits or community development programs for the maintenance or improvement of general social and living standards with regard to family support, services related to income, welfare, employment, education, health, housing, youth, the aged, domiciliary, arts and/or culture including arts programs, exhibitions, museums, art galleries, events, entertainment and theatres.

“Council” means the elected representatives of the City in the context contained in the Local Government Act 1995 (WA).

“Continuous Service” means service under an unbroken contract of employment and includes any period of leave or absence authorised by the City, this Agreement or the MCE Act. Any other time in respect of which an Employee is absent from work shall not count as service but this does not mean that such other absence will necessarily break continuity of service.

“Daycare Employees” refers to those Employees who work at Albany Day Care Centre or any other day care centre owned and operated by the City.

“Depot” means Lot 5 Mercer Road or Hanrahan and Bakers’ Junction Refuse sites in Albany, and any additional or replacement worksites.

“Employee” means any person engaged to work at the City who is covered by the scope of this Agreement.

“Flexible Work Option” refers to an arrangement between the City and Employee made under clause 27.3.

“Garbage and Sanitary Services” means services in the following work functions: recycling, waste collection, waste disposal including at tips, landfills and waste transfer stations including mechanical services in connection with these work functions.

“Great Southern Region” as defined by the Regional Development Commission Act 1993, Schedule 1, Part C is The City of Albany, Shires of Broomehill-Tambellup, Cranbrook, Denmark, Gnowangerup, Jerramungup, Katanning, Kent, Kojonup, Plantagenet and Woodanilling.

“LGO Award” means the Local Government Officers' (Western Australia) Award 2021.

“ME Award” means the Municipal Employees' (Western Australia) Award 2021.

“Member of the Employee’s family or household” is a:

- a) spouse or former spouse;
- b) de facto partner or former de facto partner;
- c) child;
- d) parent;
- e) grandparent;
- f) grandchild;
- g) sibling; or
- h) child, parent, grandparent, grandchild or sibling of the Employee's spouse or de facto partner (or former spouse or de facto partner).

This definition includes Employee's step-relations (e.g. step-parents and step-children) as well as adoptive relations and any other person who lives with the Employee as a member of the Employee's household.

"General Employees" refers to all Employees covered by this Agreement except Daycare Employees and Outside Employees.

"Leading Hand" refers to an Employee who is engaged by the City with the responsibility of directing or supervising the work of others or, in the case of only one worker, the specific responsibility of directing or supervising the work of that worker.

"Library Employees" refers to those Employees who work at Albany Library or in Library Services.

"Managers" means those Employees of the City who are employed on individual contracts of employment in roles that are more senior than the General Employee Level 9 classification in the Agreement.

"MCE Act" means the Minimum Conditions of Employment Act 1993 (WA) as amended.

"NES" means the National Employment Standards in the Fair Work Act 2009 (Cth) which continues to provide for unpaid parental leave and termination entitlements under section 744 of the Fair Work Act 2009 (Cth).

"Outside Employees" refers to those Employees engaged within the following work areas who are based at the Depot or the City's Waste Facilities (the locations of which may change from time to time):

- a) Garbage and Sanitary Services (excluding Coordinators and waste sustainability officers);
- b) Street Sweepers
- c) Construction and Maintenance (excluding Supervisors and Coordinators,);
- d) Trades (excluding Supervisors);
- e) Reserves (excluding Coordinators, Supervisors and Reserves Officers);
- f) Workshop (excluding Coordinator and Supervisors).

"Parties" means the Parties to this Agreement as detailed in clause 3 – Incidence and Parties Bound.

"Ranger and Emergency Services" means those Employees whose primary role is to respond to and enforce aspects of community safety, including emergency management, in accordance with the state and local laws for which

delegated authority has been assigned, and to engage with and educate the community to enhance its understanding of community safety.

“Registered Health Practitioner” for the purpose of this Agreement means a health practitioner who is registered or licensed as a health practitioner under a State or Territory law. A Registered Health Practitioner can only issue a medical certificate in relation to the area of practice in which the practitioner is registered or licensed by the State or Territory law.

“RDO” means Rostered Day Off.

“Self-Managed Work Team” means a team accepting responsibility for the delivery of the aims and objectives of the City while meeting customer expectations.

“Shift” means:

“Day shift” means any shift starting at or after 6.00am and finishing at or before 6.00pm.

“Afternoon shift” means any shift finishing after 6.00pm and at or before midnight.

“Night shift” means any shift finishing after midnight and at or before 6.00am.

“Continuous Shift Worker” for the purpose of the entitlement to an additional week of annual leave in clause 31.1.7 means an Employee who:

- a) works a rotating roster and who, over the roster cycle, may be rostered to work an ordinary shift on any seven days of the week: and
- b) is regularly rostered to work 24 weekends per year.

“Spouse” for the purpose of Parental Leave includes a de facto or former spouse and is inclusive of same sex relationships. For the purpose of Adoption Leave, spouse includes a de facto spouse and is inclusive of same sex relationships but does not include a former spouse.

“Standard Day” means the ordinary hours an Employee normally works on any given day based on their individual, formal arrangements with the City such as the RDO system or other flexible work arrangements.

“Supervisor” and “Senior Employee” and “Coordinator” shall mean an Employee appointed to act as the direct line coordinator / manager, supervising and controlling a team or section (or teams or sections) of the City’s work force.

“Team” is a well-defined and recognised work group that is normally within the one directorate; however cross-organisational teams may also be formed where the members of that team have a recognised common goal.

“Tourism Services” means the following services: visitor and regional information centres; exhibition, convention and amusement complexes; heritage, tourism and cultural centres; animal parks and aquariums; guided tours and other educational services operated by local government for the benefit of tourists, visitors and the local community.

“Transmission of Business” includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

“Union” or “WASU” means the Western Australian Municipal, Administrative, Clerical and Services Union of Employees.

“Week” shall mean the maximum 38 averaged ordinary hours or such lesser period of average ordinary hours generally worked by an Employee under their contract of employment in a seven day period.

3. Incidence and Parties Bound

3.1 The Parties to this Agreement are:

3.1.1 The City of Albany; and

3.1.2 The Western Australian, Municipal, Administrative, Clerical and Services Union of Employees.

3.2 The conditions of the Agreement apply to:

3.2.1 All Employees of the City who are employed under a classification in Part G – Classification Definitions of this Agreement: and

3.2.2 All apprentices, trainees and Employees on a supported wage.

3.3 This Agreement does not apply to the Chief Executive Officer, Executive Directors and Managers.

3.4 The estimated number of Employees this Agreement applies to is 450.

3A Relationship to awards:

3A.1 This Agreement excludes the following awards:

3A.1.1 CCSC Award;

3A.1.2 LGO Award; and

3A.1.3 ME Award.

3A.2 Other than statutory entitlements (for instance those contained in the MCE Act) this Agreement is intended to be a comprehensive agreement setting out all the Employees' terms and conditions of employment.

3A.3 To the extent that the ME Award, LGO Award or CCSC Award provide for an entitlement that is different to or not otherwise referred to in this Agreement (including where this Agreement is silent on a matter provided for in the ME Award, LGO Award or CCSC Award), any such award entitlement will be considered inconsistent with this Agreement and this Agreement shall prevail.

4. Date and Period of Operation

4.1 This Agreement shall operate from registration of the Agreement by the Western Australian Industrial Relations Commission and shall have a nominal expiry date of 30 June 2026.

4.2 In the event that the Parties do not finalise a new Agreement by the nominal expiry date, then the terms and conditions of this Agreement will remain in force.

5. Employee Consultative Committee

5.1 The Parties are committed to a process of consultation over the life of this Agreement about issues over the implementation of this Agreement, the monitoring of the Agreement and consultation over change and managing change within the workplace.

5.2 The Employee Consultative Committee will be able to make recommendations to all Parties to this Agreement and establish their own Charter including but not limited to:

5.2.1 Agreement implementation;

- 5.2.2 Identification of underutilised equipment and redundant policies;
 - 5.2.3 Identification of procedures to assist in developing ways to reduce overheads;
 - 5.2.4 Documenting of procedures;
 - 5.2.5 Establishment of standards and systems of control;
 - 5.2.6 Communication with the workforce;
 - 5.2.7 General organisational issues;
 - 5.2.8 Policy Formulation relevant to the Employee relationship; and
 - 5.2.9 Other matters as determined by the Committee from time to time.
 - 5.2.10 Elected committee members may appoint a proxy to stand in for them from time to time.
- 5.3 In the event that the City plans to outsource additional services or a business unit, then this shall be undertaken in consultation with the Employee Consultative Committee (also known as the General Consultative Committee).
- 5.4 The Committee shall comprise of up to 12 representatives, no less than 6, from Employees covered by this Agreement.
- 5.5 The Employee Consultative Committee will have elections in February of each year for nominations as staff representatives.
- 5.6 In order to ensure effective communication with the workforce, each Employee Consultative Committee meeting may be preceded or followed by a series of paid staff meetings. The Committee shall hold these paid staff meetings at various locations to minimise disruption to normal services and to ensure genuine consultation with the majority of the workforce.
- 5.7 Guest Attendance**
- 5.7.1 Within reason, any Employee may request to attend an Employee Consultative Committee meeting as a Guest for the purpose of raising an issue or providing information on a matter affecting the Employee.
 - 5.7.2 If an Employee's work area is not represented by an existing Committee member, within reason the Committee may invite an Employee to attend a meeting as a Guest for the purpose of providing information on a matter affecting the Employee.
 - 5.7.3 Employees attending as a Guest of the Committee will provide their line manager with reasonable notice in relation to operational requirements of their attendance.

6. Communications and Introduction of Change

- 6.1 The City and Employees will work together in a co-operative manner in an environment of honesty and mutual respect, where Employees are recognised as a valuable resource.
- 6.2 Employees are expected to participate in making decisions and solving problems within their area of expertise.
- 6.3 Open communication is our way of doing things. Employees are to be kept fully informed and updated on issues affecting their work areas, and Employee knowledge is recognised and regularly sought as an essential contribution to decision making. This open communication allows for Employees to ask questions and express concerns about changes and issues.

- 6.4 There is an acknowledgement that change will be an ongoing process for the City and that any change affecting staff and the workplace will be undertaken through close consultation between the City and affected Employees.
- 6.5 All Employees shall positively support the development and implementation of a continuous improvement model.
- 6.6 There is a commitment on the part of the City that any change will be adequately resourced and implemented through a spirit of goodwill.
- 6.7 The Parties agree that communication is crucial to the ongoing success of the workplace reform process.
- 6.8 The City is committed to maintaining regular communication to ensure good communication practices.

7. Consultation

7.1 Consultation About Major Workplace Change

7.1.1 If the City makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the City must:

- a) give notice of the changes to all Employees who may be affected by them and their representatives (if any); and
- b) discuss with affected Employees and their representatives (if any):
 - i. the introduction of the changes; and
 - ii. their likely effect on Employees; and
 - iii. measures to avoid or reduce the adverse effects of the changes on Employees; and
- c) commence discussions as soon as practicable after a definite decision has been made.

7.1.2 For the purposes of the discussion under clause 7.1.1b), the City must give in writing to the affected Employees and their representatives (if any) all relevant information about the changes including:

- a) their nature; and
- b) their expected effect on Employees; and
- c) any other matters likely to affect Employees.

7.1.3 Clause 7.1.2 does not require the City to disclose any confidential information if its disclosure would seriously harm the City's business undertaking; or the City's interests in carrying on, or disposition, of the business undertaking.

7.1.4 The City must promptly consider any matters raised by the Employees or their representatives about the changes in the course of the discussion under clause 7.1.1b).

7.1.5 In clause 7.1:

Significant effects, on Employees, includes any of the following:

- a) termination of employment; or
- b) major changes in the composition, operation or size of the City's workforce or in the skills required; or
- c) loss of, or reduction in, job or promotion opportunities; or

- d) loss of, or reduction in, job tenure; or
- e) alteration of hours of work; or
- f) the need for Employees to be retrained or transferred to other work or locations; or
- g) job restructuring.

7.1.6 Where this Agreement makes provision for alteration of any of the matters defined at clause 7.1.5, such alteration is taken not to have significant effect.

7.2 Consultation About Changes to Rosters or Hours of Work

7.2.1 Clause 7.2 applies if the City proposes to change the regular roster or ordinary hours of work of an Employee, other than an Employee whose working hours are irregular, sporadic or unpredictable.

7.2.2 The City must consult with any Employees affected by the proposed change and their representatives (if any).

7.2.3 For the purpose of the consultation, the City must:

- a) provide to the Employees and representatives mentioned in clause 7.2.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
- b) invite the Employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

7.2.4 The City must consider any views given under clause 7.2.3b).

7.2.5 Clause 7.2 is to be read in conjunction with any other provisions of this Agreement concerning the scheduling of work or the giving of notice.

8. Dispute Settlement Procedure

8.1 The following procedure shall be followed to facilitate the resolution of a grievance, complaint, claim or dispute between the City and an Employee or group of Employees.

8.1.1 The Employee(s) in the first instance shall discuss the matter with their immediate Supervisor, Leading Hand or Senior Employee. The immediate Supervisor, Leading Hand or Senior Employee must make a genuine attempt to promptly resolve the matter. Where the matter cannot be satisfactorily resolved the Supervisor, Leading Hand or Senior Employee shall within ten (10) working days refer the matter to a Manager or Coordinator with the Employee(s) being advised accordingly.

8.1.2 If the dispute directly involves the Employee(s)' immediate Supervisor, Leading Hand or Senior Employee then this procedure shall be initiated at sub-clause 8.1.3.

8.1.3 The Manager or Coordinator will answer the matter raised within seven (7) working days of it being referred to them. If the Manager or Coordinator is unable to resolve the matter they shall refer the matter to the appropriate Executive Director and advise the Employee(s) and their nominated representative accordingly.

- 8.1.4 If the dispute directly involves the Employee(s)' Manager or Coordinator then this procedure shall be initiated at sub-clause 8.1.5.
- 8.1.5 The Executive Director will answer the matter raised within five (5) working days of it being referred to them. If the Executive Director is unable to resolve the matter they shall refer the matter to the Chief Executive Officer and advise the Employee(s) and their nominated representative accordingly.
- 8.1.6 If the dispute directly involves the Employee(s)' Executive Director then this procedure shall be initiated at sub-clause 8.1.7.
- 8.1.7 The Chief Executive Officer shall consider the matter and advise the Employee(s) and/or their nominated representative within ten (10) working days of the matter being referred to the Chief Executive Officer.
- 8.1.8 If the dispute directly involved the Chief Executive Officer, then the procedure shall be initiated at sub-clause 8.1.11.
- 8.1.9 During the period of the dispute, from the time when the matter first arises until the time of its resolution, normal work shall continue, unless the performance of normal work would place at risk the health and safety of the Employee(s) concerned. No party shall suffer any prejudice as to the resolution of the matter by reason only that normal work continues as required by this process.
- 8.1.10 Should the matter remain in dispute after the above processes have been exhausted, either party may refer the matter to a mediator for conciliation and/or arbitration.
- 8.1.11 Either party may refer the dispute to Western Australian Industrial Relations Commission for resolution by mediation and/or conciliation and, where the matter in dispute remains unresolved, arbitration.
- 8.1.12 If a party has referred the dispute to the Western Australian Industrial Relations Commission and arbitration is necessary the Western Australian Industrial Relations Commission may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- 8.1.13 The decision of the Western Australian Industrial Relations Commission will bind the Parties, subject to either party exercising a right to appeal against the decision to a Full Bench.
- 8.1.14 Nothing in this clause shall limit the right of an individual Employee or any group of Employees at any time, to seek advice from, or be represented by a representative.
- 8.1.15 If a dispute is deemed as a major dispute the time frames outlined in this clause may not be applicable and may be agreed between the Parties.

9. Fair Treatment at Work

- 9.1 The City aims to achieve and maintain a safe and healthy workplace that is free from all forms of harassment and bullying.
- 9.2 The City believes all Employees have the right to be treated with respect and courtesy, and aims to achieve and maintain a safe and healthy workplace that is free from all forms of harassment and bullying.
- 9.3 The City of Albany will not tolerate behaviour which is offensive, intimidating, humiliating, malicious, insulting or embarrassing.
- 9.4 Everybody has a responsibility to act with integrity to ensure that the workplace is free from harassment and bullying, including but not limited to, the following specific responsibilities;

- 9.4.1 Senior Employees and Supervisors must ensure Employees are not subjected to inappropriate behaviours and will take corrective action if they become aware of such behaviours.
- 9.4.2 All Employees are responsible for ensuring they comply with appropriate workplace behaviour.
- 9.4.3 An Employee who is subject to inappropriate workplace behaviour can make a complaint to have the matter properly dealt with by their Supervisor; via the grievance process or the Dispute Settlement Procedure.
- 9.4.4 Whether making or receiving a complaint, Employees should only communicate information to other people in the organisation who have a role in the resolution of the complaint.
- 9.4.5 City of Albany will not tolerate victimisation or discrimination against an Employee who;
 - a) lodges a complaint;
 - b) is supporting someone else acting on their rights; and/or
 - c) is required to provide evidence during any resolution process.

10. (Not used)

Part B – Contract of Employment

11. Probation

- 11.1 New Employees of the City may be required to serve a three (3) month probationary period. The Probation period may be extended to six (6) months.

12. Contract of Employment

12.1 Full-Time Employment

- 12.1.1 A full-time Employee shall mean an Employee who is engaged to work an average of 76 hours per fortnight. Ordinary hours will be worked in accordance with clause 22 of this Agreement.

12.2 Part-time/Job Sharing Employment

- 12.2.1 A part-time Employee shall mean an Employee who works regularly for less than 38 ordinary hours per week.
- 12.2.2 An Employee so employed shall receive payment for salary, annual leave and personal/carer's leave as prescribed by this Agreement on a pro-rata basis in the same proportion as the number of hours usually worked each week bears to the standard ordinary hours prescribed for the classification of work performed.
- 12.2.3 By agreement the City and an Employee may vary the agreed hours of work. In the event that the City seeks to vary the agreed hours of work without the consent of the Employee the appropriate notice shall be provided as prescribed below. The City and the Employee may agree to a lesser period of notice.

Period of Continuous Service	Period of Notice
1 year or less	1 week
Over 1 year and up to the completion of	2 weeks
Over 3 years and up to the completion	3 weeks
Over 5 years of completed service	4 weeks

12.2.4 Requests for job sharing must be made in writing and arrangements made by mutual agreement between the job sharing Employees and the City; subject to operational requirements.

12.3 Temporary and Fixed Term Employees

12.3.1 A temporary or fixed term appointment shall mean an Employee employed for a specific project, program or to cover a period of leave where the City indicates at the time of engagement the employment will not be ongoing.

12.3.2 The salary to be paid to an Employee employed on the basis of a temporary or fixed term appointment shall be the appropriate rate in accordance with this Agreement.

12.3.3 An Employee employed on a temporary or fixed term basis shall be advised of their period of employment, hours of work, salary and classification, in writing, prior to the commencement of employment.

12.3.4 A temporary or fixed term Employee may be employed on a part-time basis.

12.3.5 A temporary contract may have the initial end date extended if agreed between the parties.

12.3.6 A fixed term contract may have a renewal clause that can be agreed between the Parties.

12.4 Casual Employment

12.4.1 A casual Employee shall be paid an hourly rate determined by adding the appropriate “casual loading” to the ordinary hourly rate of pay for the classification of work performed in addition to any other penalty rate payable for the hours of work performed.

12.4.2 The casual loading shall be 25% of the ordinary hourly rate of pay for the classification of work performed.

12.4.3 Casual Employees shall not be entitled to the benefits of Paid Annual Leave, Personal/Carer’s Leave, Parental Leave and Public Holidays provided for by this Agreement. The exception is that casual Employees may be entitled to unpaid personal leave, and unpaid parental leave in accordance with the requirements in the MCE Act.

12.4.4 The services of a casual Employee shall be terminated by one hour’s notice given on any day by either side, or by payment, on any day by either side, of one hour’s wages in lieu of such notice.

12.5 Right to Request Casual Conversion

12.5.1 A person engaged by the City as a regular casual Employee may request that their employment be converted to full-time or part-time employment.

12.5.2 A **regular casual Employee** is a casual Employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to perform as a full-time Employee or part-time Employee under the provisions of this Agreement.

12.5.3 A regular casual Employee who has worked equivalent full-time hours over the preceding period of 12 months’ casual employment may request to have their employment converted to full-time employment.

- 12.5.4 A regular casual Employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- 12.5.5 Any request under this sub-clause must be in writing and provided to the City.
- 12.5.6 Where a regular casual Employee seeks to convert to full-time or part-time employment, the City may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the Employee.
- 12.5.7 Reasonable grounds for refusal include that:
- a) it would require a significant adjustment to the casual Employee's hours of work in order for the Employee to be engaged as a full-time or part-time Employee in accordance with the provisions of this Agreement – that is, the casual Employee is not truly a regular casual Employee as defined in sub-clause 12.5.2;
 - b) it is known or reasonably foreseeable that the regular casual Employee's position will cease to exist within the next 12 months;
 - c) it is known or reasonably foreseeable that the hours of work which the regular casual Employee is required to perform will be significantly reduced in the next 12 months;
 - d) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the Employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the Employee is available to work; or
 - e) acceptance of the request by a local government would contravene a merit selection employment requirement contained in State or Territory legislation applicable to local governments.
- 12.5.8 For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- 12.5.9 Where the City refuses a regular casual Employee's request to convert, the City must provide the casual Employee with the City's reasons for refusal in writing within 21 days of the request being made. If the Employee does not accept the City's refusal, this will constitute a dispute that will be dealt with under the Dispute Settlement Procedure in clause 8. Under that procedure, the Employee or the City may refer the matter to the Western Australian Industrial Relations Commission if the dispute cannot be resolved at the workplace level.
- 12.5.10 Where it is agreed that a casual Employee will have their employment converted to full-time or part-time employment as provided for in this clause, the City and Employee must discuss and record in writing:
- a) the form of employment to which the Employee will convert – that is, full-time or part-time employment; and
 - b) if it is agreed that the Employee will become a part-time Employee, the regular pattern of work, specifying at least the hours worked each day, which days of the week the Employee will work and where practicable the actual starting and finishing times each day.
- 12.5.11 The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.

- 12.5.12 Once a casual Employee has converted to full-time or part-time employment, the Employee may only revert to casual employment with the written agreement of the City.
- 12.5.13 A casual Employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
- 12.5.14 Nothing in this clause obliges a regular casual Employee to convert to full-time or part-time employment, nor permits the City to require a regular casual Employee to so convert.
- 12.5.15 Nothing in this clause requires the City to increase the hours of a regular casual Employee seeking conversion to full-time or part-time employment.
- 12.5.16 The City must provide a casual Employee, whether a regular casual Employee or not, with a copy of the provisions of this sub-clause within the first 12 months of the Employee's first engagement to perform work.
- 12.5.17 A casual Employee's right to request to convert is not affected if the City fails to comply with the notice requirements in clause 12.5.16.

12.6 Caring Leave and Parental Leave – Casual Employees

Caring Leave

- 12.6.1 Subject to the evidentiary and notice requirements provided for in the Personal Leave provisions of this Agreement, casual Employees are entitled to not be available to attend work, or to leave work if they need to care for a Member of the Employee's family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child or upon the death of a member of the Employee's family or household.
- 12.6.2 The City and the Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual Employee is not entitled to any payment for the period of non-attendance.

Parental Leave

- 12.6.3 A casual employee is entitled to unpaid parental leave in accordance with the NES if the casual employee:
- a) has been employed by the City on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months:
 - i. before the birth or expected birth of the child; or
 - ii. before the day of placement or the expected day of placement of an adopted child; and
 - b) has a reasonable expectation of continuing employment by the City on a regular and systematic basis.

12.7 Apprentice Wage Schedule

- 12.7.1 The applicable pay rate for an apprentice will be the applicable percentage of a General Worker Level 2.1 of this Agreement as follows:

4 Year Apprenticeship:

Apprentice Year	Not Yet Completed Year 12	Completed Year 12
1st Year	50%	55%
2nd Year	60%	65%
3rd Year	75%	75%
4th Year	90%	90%

3 Year Apprenticeship:

Apprentice Year	Not Yet Completed Year 12	Completed Year 12
1 st Year	50%	55%
2 nd Year	70%	70%
3 rd Year	90%	90%

Adult Apprentice:

An Adult Apprentice will not be paid less than 75% of the General Worker Level 2.1 of this Agreement or higher where the above tables above provide for a greater amount.

12.8 Supported Wage System

12.8.1 Employees covered by this clause 12.8 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 Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

12.8.2 Clause 12.8 does not apply to any existing Employee who has a claim against the City 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 employment.

12.8.3 Supported Wage Rates

a) Employees covered by clause 12.8 will be paid the applicable percentage of the relevant wage rate in this agreement according to the following schedule:

Assessed Capacity %	% of relevant Agreement wage rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%

Assessed Capacity %	% of relevant Agreement wage rate
90%	90%

- b) The minimum amount payable must not be less than \$102 per week. Where an Employee’s assessed capacity is 10% they must receive a high degree of assistance and support from the City when performing their duties.

12.9 Assessment of Capacity

- 12.9.1 For the purpose of establishing the percentage of the relevant Agreement wage rate, the productive capacity of the Employee will be assessed in accordance with the Supported Wage System (SWS) by an approved assessor, having consulted the City and Employee and, if the Employee so desires, the WASU.
- 12.9.2 All assessments made under clause 12.9.1 must be documented as an SWS wage assessment agreement, and retained by the City as an employment record in accordance with section 49D of the Industrial Relations Act 1979 (WA)
- 12.9.3 Supported Wage System or SWS means the scheme known by that name established by the Commonwealth Government to enable the assessment of whether, and the extent to which, a person’s productive capacity is reduced because of a disability.
- 12.9.4 The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the SWS.

12.10 Trainees Wage Schedule

- 12.10.1 The minimum rates of pay and conditions of employment for Employees undertaking traineeships will be in accordance with Schedule E of the Federal Modern *Miscellaneous Award 2020* as amended from time to time.

12.11 Notice of Termination

- 12.11.1 In order to terminate the employment of an Employee, other than a casual Employee, the City must give to the Employee the period of notice specified in the table below:

Period of Continuous Service	Period of Notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- 12.11.2 In addition to the notice provided above, Employees over 45 years of age at the time of the giving of the notice with not less than two years’ continuous service are entitled to an additional week’s notice.
- 12.11.3 Payment in lieu of the notice periods prescribed above must be made if the appropriate notice period is not required to be worked; provided that employment may be terminated by the Employer working part of the required period of notice and by the City making payment for the remainder of the period of notice.
- 12.11.4 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the Employee’s employment had continued until the end of the required period of notice, the City would have become liable to pay to the Employee because of the employment continuing during that period. That total must be calculated on the basis of:

- a) the Employee's ordinary hours of work (even if not standard hours);
- b) the amounts ordinarily payable to the Employee in respect of those hours, including (for example) allowances, loading and penalties; and
- c) any other amounts payable under the Employee's contract of employment.

12.11.5 The period of notice in this clause does not apply:

- a) in the case of dismissal for serious misconduct; or
- b) to Employees engaged for a specific period of time or for a specific task or tasks, where their contract ends on its expiry date; or
- c) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement, where their contract ends on its expiry date.

12.12 Notice of Termination by an Employee

12.12.1 The notice of termination required to be given by an Employee is the same as that required of the City, save and except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned.

12.12.2 If an Employee fails to give the notice specified in sub-clause 12.11.1 the City has the right to withhold monies due to the Employee to a maximum amount equal to the amount the Employee would have received under sub-clause 12.11.4.

12.13 Job Search Entitlement

12.13.1 Where the City has given notice of termination to an Employee, an Employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the Employee after consultation with the City.

12.14 Transmission of Business

12.14.1 Where a business is transmitted from one employer to another, as set out in clause 43.3 the period of continuous service that the Employee had with the transmittor or any prior transmittor is deemed to be service with the transmittee and taken into account when calculating notice of termination. However, an Employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

13. Personal Performance Development Reviews

13.1 In accordance with the section 5.38 of the Local Government Act 1995 (WA), staff Personal Performance Development Reviews (PPDR's) will be conducted annually. Each PPDR seeks to establish, record, consider and respond to:

13.1.1 The Employee's training and professional development requests.

13.1.2 Employee feedback regarding their team culture / Supervisor (optional).

- 13.1.3 A review of the Employee's Position Description. The Employee's Position Description shall be evaluated and considered against the classification definitions on an annual basis as part of performance review process.

14. Classification and Reclassification of Positions

- 14.1 Positions will be classified in accordance with the level definitions provided for within clauses 49, 50 and 51 of this Agreement.
- 14.2 Positions Descriptions shall be used as the primary source of classifying positions.
- 14.3 Employees may make a written request for a position reclassification once per annum and/or at the time of the Personal Performance Development Review; provided that where there are deemed to be exceptional circumstances an application may be lodged at any time. Should an Employee be successful in their position being reclassified the date of effect shall be the date of the lodgement of the application.
- 14.4 The grounds for which a request for review may be made are, having regard to the classification definitions as specified in clauses 49, 50 and 51 of this Agreement are as follows:
 - 14.4.1 Significant and identifiable changes in the nature and work value of ongoing duties performed;
 - 14.4.2 Significant increases in responsibilities on an ongoing basis;
 - 14.4.3 Significant change in the skills, knowledge and experience required to undertake the duties; and/or
 - 14.4.4 As per the requirements outlined in clause 51 Outside Employees Level Matrix Tool.
- 14.5 Within four weeks of receipt of the application, the City shall supply the Employee with a written response detailing the outcome of the application, or if the reclassification cannot be completed within that time frame a written response detailing the expected date of completion.
- 14.6 The Employee may request a representative of their choice to be party to any discussions.
- 14.7 On initial appointment of an Employee, the City shall give consideration to an Employee's previous relevant experience in order to ascertain the appropriate salary point for the position.

15. Training and Development

- 15.1 The City is committed to providing access to training and assistance with formal studies where it benefits the organisation in accordance with City policy.
- 15.2 Training and professional development opportunities will be identified through participation in the Employee's Performance Review and/or a Training Needs Analysis to select the most appropriate training to enhance the effectiveness and productivity of the organisation.
- 15.3 Time for travelling to and from accredited training programs/seminars shall be paid at single time or, as mutually agreed.

Part C– Remuneration

16. Wage Increases

- 16.1 All Employees shall be paid wages as follows:
 - 16.1.1 effective from 1 July 2023 the wage rates set out in the applicable wage schedule in Part H – Wage Schedule which is a 4.5% increase from the pre 1 July 2023 rates;

- 16.1.2 from 1 July 2024 the wage rates set out in the applicable wage schedule in Part H – Wage Schedule which is a 4% increase from the 1 July 2023 wage rates;
- 16.1.3 from 1 July 2025 the wage rates set out in the applicable wage schedule in Part H – Wage Schedule which is a 4% increase from the 1 July 2024 rates.
- 16.2 In addition to the wages set out in clauses 16.1.1 Outside Employees who were employed:
 - 16.2.1 full-time from 1 July 2023 to 30 June 2024 are entitled to a one-off payment calculated as the difference, if any, between the gross amount by which the employees’ wages are increased under clause 16.1.1 and \$4,000;
 - 16.2.2 part-time in, or who were employed for part only of, the period 1 July 2023 to 30 June 2024 are entitled to the one-off payment provided for in clause 16.2.1 on a pro-rata basis.
- 16.3 The City shall make the payment referred to in clause 16.2 in the next pay period after 30 September 2024.
- 16.4 Wages are to be paid fortnightly by electronic banking.

17. Incremental Progression

- 17.1 Each Employee appointed as a General Employee or Daycare Employee shall be employed by the City on a specific classification that is a combination of a “Level” as detailed in clauses 49 and 50 of this Agreement and an increment or “Step” within that Level.
- 17.2 Each Employee appointed as an Outside Employee:
 - 17.2.1 Will be assessed against the Outside Employees – Level Matrix Tool in clause 51 to determine if the Employee meets the criteria of the level or increment.
 - 17.2.2 The proficiencies contained in the Outside Employees – Level Matrix Tool in clause 51 may be updated from time to time to meet changes in operational requirements. Changes are to be approved by the relevant Executive Director in consultation with the Employee Consultative Committee.
- 17.3 At the conclusion of each twelve month period following appointment to their classification (i.e. Employment anniversary date) or entry into a new classification (i.e. Reclassification anniversary date), an Employee shall be eligible for incremental progression to the next step if:
 - 17.3.1 The Employee has given satisfactory continuous service over the preceding twelve months; and
 - 17.3.2 The Employee has acquired and is required by the City to utilise new and/or enhanced skills within the ambit of the level definition for their position or other skills where agreed at the Personal Performance Development Review, and this has been certified in writing following, and as part of, the assessment process.
 - 17.3.3 In cases where the review is delayed the anniversary date shall not be changed and the incremental increase, if any, will be paid retrospectively to the anniversary date.
 - 17.3.4 In cases where the Employee is a General Employee employed on Level 1 and has a birthday, the Employee shall progress to the appropriate age step and receive an incremental increase payable from the Employee’s birth date.
 - 17.3.5 Movement to a higher “Level” shall only occur by way of promotion or reclassification.

18. Higher and Extra Duties

- 18.1 Where an Employee is directed to perform the duties applicable to a higher graded position for a continuous period of not less than one (1) day and satisfactorily carries out the duties and responsibilities applicable at the time the relief is performed, they shall be paid the minimum salary / wage of the higher graded position during the whole time of performing such duties. Provided that this paragraph shall not apply to any Employee who in accordance with this agreement has negotiated a salary which takes into consideration the need to deputise.
- 18.2 If such an Employee is directed to perform the duties applicable to the higher graded position on any subsequent occasion within 12 months, the Employee shall only have to perform those duties for one working day or more in order to become entitled to the minimum salary of the higher graded position. Provided that this paragraph shall not apply to any Employee who in accordance with this agreement has negotiated a salary which takes into consideration the need to deputise.
- 18.3 An Employee who is required to carry out part only of the duties of the higher position shall be paid at a rate agreed between the Employee and the City.
- 18.4 Where an Employee, whilst acting in a higher classification position and in receipt of higher classification pay commences on annual leave, personal/carers leave, a public holiday, festive leave, compassionate leave, family violence leave, community services leave or study leave , the Employee shall receive any payment to which they are entitled to at the higher classification rate if the Employee has been engaged on the higher duties continuously for five (5) working days or more immediately preceding the taking of annual or personal/carers' leave.
- 18.5 When an Employee, whilst acting in a higher classification position and in receipt of any higher classification pay, performs such higher classification work outside ordinary hours, the Employee shall receive any overtime payment based on the higher classification rate.
- 18.6 Multifunctional Employees – Albany Leisure and Aquatic Centre and Day Care Employees Only:**
- 18.6.1 In order to foster multi-skilling, the Parties to the agreement agree to and acknowledge the necessity for individual Employees to be assigned from time to time to any one of the positions in any area, of the Daycare and Albany Leisure and Aquatic Centre operations. The purpose is to ensure, by mutual agreement, the most efficient and cost effective use of human resources within the centre, having regard for commercial realities.
- 18.6.2 An Employee may be re-assigned from one position to another on an "as needed" basis during any shift, without notice, if that Employee is adequately trained and competent in the re-assigned position. Employees shall receive the relevant rate of pay applicable to which they may be assigned after one hour of commencing in that position, provided that it is not less than the rate of pay applicable to the position to which the Employee's contract of employment relates, in which case the Employee will be paid at a rate of pay applicable to such position.
- 18.7 Any extra duties must be agreed between the City and Employee on the basis that they will not result in an unreasonable workload:
- 18.7.1 An Employee will not be expected to perform any additional duties unless they are confident that they are adequately qualified and experienced to competently complete the required tasks.
- 18.7.2 To cover any additional work that cannot be completed during normal working time, the City may authorise the working of overtime.

19. Allowances

19.1 The allowances contained in clauses 19.3.2, 19.3.3, 19.5.1, 19.7.1, 19.8.2 and 19.9.1 of this Agreement shall be increased by:

19.1.1 4.5% with effect from 1 July 2023; and

19.1.2 4% with effect from 1 July 2024; and

19.1.3 4% with effect from 1 July 2025.

19.2 Albany Visitor Centre Staff

19.2.1 Albany Visitor Centre staff shall be provided with free entry into the National Anzac Centre, in their own time, to facilitate better customer service.

19.3 On-Call Allowance

19.3.1 An employee directed by the City to be available for duty outside of the Employee's ordinary working hours will be on-Call. When an Employee is required to be on-call the Employee is required to hold themselves in readiness to return to work, be Fit for Work and available to respond to call out situations. On-call Employees will be responsible for notifying their Supervisor / Manager, where practicable, when their on-call duty will be affected by illness, injury or carers' responsibility.

19.3.2 An Employee shall be paid \$67.18 per rostered shift Monday to Friday and \$111.96 per rostered shift Saturday to Sunday and Public Holidays when 'on-call'. Employees working a split shift may only claim this allowance once for each split shift. The on-call allowance will be paid based on the day of the week the on-call period commences. Furthermore, when Christmas Eve and New Year's Eve occur on a weekday, an Employee shall be paid \$111.96 instead of \$67.18 per rostered shift.

19.3.3 The Senior Employee within the Work Team shall be paid an allowance of \$118.54 per week in lieu of the payment described in 19.3.2 except when on periods of annual leave, long service leave, extended periods of personal leave (greater than 4 weeks) or workers compensation. The Senior Employee is generally not rostered for on-call shifts but is expected to, within reason, remain on-call. If the Senior Employee is rostered for an on-call shift, then an extra on-call allowance payment of \$35.57 per day will apply for each day when on-call.

19.3.4 Where an Employee rostered for On-Call is recalled to duty during the period for which the Employee is On-Call then the Employee shall receive payment for hours worked in accordance with the applicable recall provisions within overtime clause (clause 29) of this Agreement.

19.3.5 Where an Employee rostered for On-Call is recalled to duty, the time spent travelling to and from the place at which duty is to be performed, shall be included with actual duty for the purposes of overtime payment.

19.3.6 Employees On-Call shall be provided with a City vehicle and mobile phone for the purposes of On-Call duty.

19.4 Meal Allowance

19.4.1 Employees who work more than two hours' overtime in a minimum of 10 hours on duty will be paid a meal allowance of \$20.46.

- 19.4.2 Where the City requires the Employee to continue working for a further four hours of continuous overtime work, the Employee will be paid an additional meal allowance of \$20.46
- 19.4.3 A meal allowance is not payable:
- a) where the Employee has been notified at least 24 hours in advance of the requirement to work overtime; or
 - b) where the Employee is only required to work less than the time prescribed; or
 - c) where a meal is provided by the City.
- 19.4.4 The allowances contained in this clause shall be increased by:
- a) 6.4.% with effect from 1 July 2023; and
 - b) 4.6% with effect from 1 July 2024; and
 - c) The percentage change in the Consumer Price Index, Perth for the period 1 April 2024 to 30 March 2025 for Meals Out and take away foods as published in the Australian Bureau of Statistics Table 9 CPI: Group, Sub-group and Expenditure Class, Index Numbers by Capital City with effect from 1 July 2025.

19.5 First Aid Allowance

- 19.5.1 Where operational needs require an on-site First Aid Officer as recognised by the City, the First Aid Officer shall be paid an allowance of \$18.04 per week.
- 19.5.2 Recognised on-site First Aid Officers shall be granted paid time off to establish and renew recognised first aid qualifications.
- 19.5.3 Fees, materials or any other reasonable costs associated with the training shall be incurred by the City.
- 19.5.4 Clause 19.5.1 does not apply where the requirement to hold a first aid qualification is a requirement of the Employee's position.

19.6 Carpenter's Hand Tool Allowance

- 19.6.1 An Allowance of \$23.41 per week applies to Employees classified as a Carpenter for the purpose of purchasing their own hand tools.
- 19.6.2 The City shall provide the following tools when they are required on the job: dogs with clamps of all descriptions, bars of all descriptions, augers of all sizes, bits not ordinarily used in a brace, all hammers except claw hammers, glue pots and brushes, dowel plates, trammels, hand and thumb screws, soldering irons, spanners from 19mm upwards and all power driven tools and machines on construction jobs.
- 19.6.3 The allowances contained in clause 19.6.1 shall be increased by:
- a) 3.3% with effect from 1 July 2023; and
 - b) The percentage change in the Consumer Price Index, Perth for the period 1 April 2024 to 30 March 2025 for Tools and equipment for house and garden as published in the Australian Bureau of Statistics Table 9 CPI: Group, Sub-group and Expenditure Class, Index Numbers by Capital City with effect from 1 July 2025.

Note: No increase is provided on 1 July 2024 because there was no positive change in this expense in the year prior to 1 July 2024 as measured by the ABS CPI: Group, Sub-group and Expenditure Class Index Numbers, Perth.

19.7 Abhorrent Hazards Allowance

19.7.1 An Allowance of \$55.05 per week, pro-rata for part-time Employees, applies to landfill Employees engaged to work at the Hanrahan and Bakers' Junction refuse sites.

19.8 Deceased Animal Removal Allowance

19.8.1 This clause applies where there are one or more deceased animals located within City Public Open Space, Road Reserve or the Airport causing nuisance or presenting a hazard to the public.

19.8.2 An allowance of \$22.39 per instance shall apply to Infrastructure and Environment Outside Employees (except for Garbage and Sanitary Services Employees), Rangers and Airport Employees when, and only when, directed by their Supervisor to remove and dispose of the deceased animal(s).

19.8.3 This allowance applies to each instance where a quantity and/or variety of deceased animals exist in one place and require removal and disposal. The removal shall only occur where direction is given by the Supervisor.

19.8.4 The Supervisor will nominate those Employees eligible for the allowance prior to the work being undertaken (i.e. those who come into direct contact with the animal or animals).

19.9 Hazardous Machinery Allowance

19.9.1 An Allowance of \$23.40 per pay week applies to Mechanical Trades Employees.

19.9.2 This Allowance also applies to those Employees engaged to work on the street-sweeper.

19.10 Uniforms / Uniform Allowance

19.10.1 Where the Employee is required to wear a uniform in the performance of their duties, the City shall pay the Employee an allowance equivalent to all reasonable expenses incurred by the Employee in the purchase of the uniform. This provision shall not apply where the uniform is supplied by the City or at the City's expense.

19.10.2 Where wearing of a uniform is optional the City shall pay 50% of uniform costs up to \$300 per financial year.

19.10.3 Uniforms are reasonably expected to be worn at all times and those uniforms being in accordance with City of Albany uniform policy which may be amended from time to time.

19.10.4 An initial issue of eleven articles of clothing including trousers, shirts and jumpers will be made to all Outside Employees, as well as new Outside Employees, who shall take care to maintain them in a clean condition.

19.10.5 Replacement uniform articles shall be made available when such items become unserviceable or faded.

19.10.6 The cap on reimbursement of uniform expenses contained in clause 19.10.2 shall be increased by:

- a) 2.9% with effect from 1 July 2023; and
- b) 0.9% with effect from 1 July 2024; and
- c) The percentage change in the Consumer Price Index, Perth for the period 1 April 2024 to 30 March 2025 for Clothing and footwear as published in the Australian Bureau of Statistics Table 9 CPI: Group, Sub-group and Expenditure Class, Index Numbers by Capital City with effect from 1 July 2025.

19.11 Telephone Allowance

19.11.1 City of Albany to provide a mobile phone to an Employee for use where necessary.

20. Superannuation

- 20.1 The City will make superannuation contributions in accordance with the Superannuation Guarantee Contribution (Administration) Act 1992 (Cth).
- 20.2 The City will notify Employees of the entitlement to nominate a complying superannuation fund or scheme.
- 20.3 An Employee will have freedom of choice over the complying superannuation fund or scheme into which the City will make Superannuation Guarantee Contributions (SGC). The City and the Employee will be bound by the Employee’s nomination unless the Employee and the City agree to change the fund or scheme.
- 20.4 The City must not unreasonably refuse to agree to a change of complying superannuation fund or scheme requested by an Employee.
- 20.5 If the Employee has not nominated a complying superannuation fund, then the City will make superannuation contributions to the City’s default fund - Aware Super.
- 20.6 If the Employee nominates a different complying superannuation fund at any time in their employment, then the City must make superannuation contributions to that nominated complying superannuation fund.
- 20.7 In addition to the SGC, a superannuation co-contribution scheme is accessible by all permanent Employees.
- 20.8 The City will match Employee contributions to a maximum of 6% in addition to the SGC.
- 20.9 If the Employee voluntarily contributes an amount to superannuation, then it shall be matched by the City as follows:

<u>Employee</u>	<u>City</u>	<u>Total (not inclusive of SGC)</u>
1%	1%	or a total of 2% plus SGC
or, 2%	2%	or a total of 4% plus SGC
or, 3%	3%	or a total of 6% plus SGC
or, 4%	4%	or a total of 8% plus SGC
or, 5%	5%	or a total of 10% plus SGC
or, 6%	6%	or a total of 12% plus SGC

NB: Additional superannuation contributions by the City are capped at a maximum contribution of \$4,500 per Employee per year.

21. Salary Sacrifice and Novated Leases

- 21.1 The Employee's voluntary contributions additional to the superannuation guaranteed contribution (SGC) are, by default, salary sacrificed and Employees will receive details of contributions on their fortnightly payslips.
- 21.2 The amount to be sacrificed will be deducted from the Employee's gross wage prior to taxation being applied. This will reduce the Employee's taxable income by the amount of the sacrificed component. The amount sacrificed will not appear on the Employee's PAYG payment Summary.
- 21.3 Overtime, penalty rates and loadings will be calculated and applied using the pre-sacrifice wage amount.
- 21.4 Salary sacrifice shall be processed through the City's normal payroll facility and the City will absorb any administrative costs.
- 21.5 Employees may at any time withdraw from salary sacrifice but are required to give notice to the Payroll Officer of at least two pay periods in advance (4 weeks).
- 21.6 Once an Employee has withdrawn from salary sacrifice and wishes to re-enter, they must make a new written application.
- 21.7 Employees may only alter the level (%) of salary sacrifice twice per financial year (July 1 to June 30).
- 21.8 The City shall make available to all Employees a City policy relating to salary sacrifice and implement such an opportunity, in accordance with taxation and other relevant laws, at the written request of an Employee.
- 21.9 The onus is on the individual to make themselves aware of the conditions relating to salary sacrificing, which may vary from time to time depending on changes to legislation and complying funds as they apply.
- 21.10 Salary sacrifice may only be made where the item would not attract a Fringe Benefits Tax payment from the City subject to Fringe Benefits Tax legislation and regulations applicable at the time of entering the salary sacrifice arrangement.
- 21.11 The City of Albany supports Novated Leases as per the City of Albany Fleet Management Policy & Guideline.

Part D – Hours of Work

22. Ordinary Hours of Work

22.1 Hours of work and span of hours

- 22.1.1 An Employee's hours of work can be averaged over a 2 week cycle, provided the hours worked over the 2 weeks do not exceed 76.
- 22.1.2 The ordinary hours of work, unless otherwise provided for in this Agreement, are between Monday to Friday from 6.00am to 6.00pm.
- 22.1.3 The Span of hours for Employees may be altered by agreement between the City and the Employees.
- 22.1.4 The ordinary hours of work shall not exceed ten hours on any day; provided that in any arrangement of ordinary working hours, where such ordinary hours are to exceed eight hours on any day, the arrangement of hours shall be subject to agreement between the City and the majority of Employees in the section or sections concerned.

22.1.5 An Employee shall not work more than 10 hours in any single day unless an emergency is declared under the Emergency Management Act 2005 (WA) and then the maximum shift can be extended to 12 hours for a maximum period of 4 days and then 10 hours for each day thereafter.

22.2 Vancouver Arts Centre, National ANZAC Centre and Heritage Park, Community Development Employees, Events Employees and Community Services Employees

22.2.1 The ordinary hours of work are between Monday to Sunday from 7.00am to 6.00pm for Employees:

- a) Engaged at the Vancouver Arts Centre;
- b) Engaged at the National ANZAC Centre and Albany Heritage Park; and
- c) Any other Employees engaged in Community Services including Community Development Employees and Events Employees based at the North Road Administration Centre.

22.2.2 Penalty rates are applicable as follows:

- a) For work on a Saturday: 25% (time and a quarter);
- b) For work on a Sunday: 50% (time and a half); and
- c) For work on a Public Holiday: 150% (double time and a half).

22.3 Albany Visitors' Centre and Tourism Services Employees

22.3.1 The Ordinary hours of work for Employees engaged at the Albany Visitor Centre and any other Employees engaged in Tourism Services, are between Monday to Sunday from 7.00am to 6.00pm.

22.3.2 Penalty rates are applicable as follows:

- a) For work on a Saturday: 25% (time and a quarter);
- b) For work on a Sunday: 50% (time and a half); and
- c) For work on a Public Holiday: 150% (double time and a half).

22.4 Harry Riggs Albany Regional Airport

22.4.1 The ordinary hours of work for Employees engaged at the Harry Riggs Albany Regional Airport or any other airport owned and operated by the City, are between Monday to Friday from 6.00am to 6.00pm.

22.4.2 The roster for the Senior Reporting Officer should not require this Employee to work more than five (5) consecutive days.

22.5 Garbage and Sanitary Services Employees Refuse Site / Landfill

22.5.1 The ordinary hours of work for Garbage and Sanitary Services Employees are between Monday to Sunday from 6.00am and 6.00pm; provided that the spread of hours may be altered by agreement between the City and the Employees concerned.

22.5.2 The ordinary hours of duty for Landfill Employees may be worked on not more than five days of the week.

22.5.3 Penalty rates are applicable as follows:

- a) For work on a Saturday: 50% (time and a half);
- b) For work on a Sunday: 75% (time and three quarters); and

- c) For work on a Public Holiday: 150% (double time and a half).

22.6 Caretakers

22.6.1 Ordinary hours of duty for Caretakers shall not exceed 76 hours per fortnight, to be worked over any twelve days in that fortnightly period at such times as their duties may require.

22.6.2 The ordinary hours of work for caretakers are between Monday to Sunday from 5.00am to 10.00pm.

22.6.3 Weekend penalty rates for Caretakers are applicable as follows:

- a) For work on a Saturday: 25% (time and a quarter);
- b) For work on a Sunday: 50% (time and a half); and
- c) For work on a Public Holiday: 150% (double time and a half).

22.6.4 Caretakers shall be paid an additional 25% loading for all hours worked after midnight and before 5.00am, Monday to Friday.

22.7 Rangers and Emergency Services

22.7.1 The ordinary hours of work for Rangers and Emergency Services Employees are between Monday to Sunday from 6.00am to 6.00pm.

22.7.2 Penalty rates are as follows:

- a) For work on a Saturday: 25% (time and a quarter);
- b) For work on a Sunday: 50% (time and a half); and
- c) For work on a public holiday: 150% (double time and a half).

22.7.3 The Senior Employee (SE) shall work outside a designated roster, but will be required to complete the equivalent of 456 hours in a 12 week period. The distribution of those hours shall be by mutual arrangement between the Coordinator of Ranger and Emergency Services and the SE.

22.7.4 A SE is paid a 4% loading on all ordinary hours of work to recognise weekend rostering. Penalties under clause 22.7.2 will apply should the 4% loading fail to compensate the SE for weekend work undertaken.

22.8 Albany Leisure and Aquatic Centre

22.8.1 The ordinary hours of work shall be rostered between the hours of 5.30am to 9.00pm from Monday to Sunday.

22.8.2 The minimum shift length that an Employee may be rostered for is 1.5 hours.

22.8.3 Loading

- a) This clause will not apply to casuals; please refer to clause 12.4.
- b) The loading is payable in lieu of any weekend penalty rates otherwise payable under this Agreement.

- c) This loading will be applied during all periods of authorised paid leave with the exception of long service leave (LSL), which will be paid at the base rate only.
- d) Employees who work a roster that includes one full weekend of work (meaning work on Saturday and Sunday) per 4 week roster cycle will receive a 12.5% loading on all ordinary hours of work.
- e) The penalty rate for working on a public holiday is 150% (double time and a half).
- f) Where an Employee is required to work in excess of 12 full weekends (including work on a Saturday and Sunday) in a year, penalty rates are applicable as follows for those additional weekends worked, in lieu of the loading in clause d):
 - i. For work on a Saturday: 50% (time and a half); and
 - ii. For work on a Sunday: 75% (time and three quarters).

22.9 Library Employees

- 22.9.1 The ordinary hours of duty for the Library Employees shall be Monday to Friday, 7.00am to 6.00pm and shall not exceed 152 hours per 4 week cycle.
- 22.9.2 The non-ordinary hours of duty for Library Employees shall be Monday – Friday 6.00pm to 9.00pm and Saturdays 7.00am to 1.00pm.
- 22.9.3 Loading for ‘Non-Ordinary Hours’

- a) **Definitions**
 - i. **Library Officers and Library Technicians** are staff involved in all front of house customer service and library processing and general operations.
 - ii. **Library Employees** are staff involved in Library administration and resource management.
 - iii. **Fixed Rosters** apply where Library Employees have regular rostered hours outside the ordinary hours of operation as part of their employment contract.
 - iv. **Occasional Rosters** apply where Library Employees not on fixed rosters are required to work hours outside ordinary hours of duty.

- b) **Fixed Rosters**
 - i. Fixed rosters for Library Officers and Library Technicians. Library Officers and Technicians who are regularly rostered to work non-ordinary hours will be paid an additional 10% loading on their appropriate rate of pay for all hours worked.
 - ii. Fixed rosters for other Library Employees. Library Employees not considered Library Officers or Technicians who are regularly rostered to work non-ordinary hours will be paid a percentage loading on their appropriate rate of pay for all hours worked, as per the following schedule:

% of Non-Ordinary Hours to Total Hours	% Loading on Appropriate Rate of Pay
13% or more	10%
7 - 12.9%	7%
1 - 6.9%	4%

c) **Occasional Rosters**

- i. Occasional rosters for all Library Employees working non-ordinary hours on an irregular basis. The following loadings will apply to Library Employees who do not receive the 10% loading on their annual salary:
- ii. 15% loading for hours worked Monday to Friday 6.00pm to 9.00pm.
- iii. 50% loading for hours worked Saturday 7.00am to 1.00pm.
- iv. Library staff receiving the 10% loading will vary their rosters to enable coverage of non-ordinary hours during staff absences.

22.10 Employees with a Flexible Work Option

22.10.1 The ordinary hours of duty for Employees who have a Flexible Work Option are between Monday to Sunday from 5.00am to 10.00pm.

22.10.2 The ordinary hours of work for Employees who have a Flexible Work Option can be averaged over a 4 week cycle, provided the hours worked over the 4 weeks do not exceed 152 hours.

22.10.3 Where an Employee has a Flexible Work Option which permits flexible hours under clause 27.3.3a), the Employee will be paid their ordinary rates prescribed by this Agreement for any ordinary hours worked during the applicable ordinary span hours of hours a result of their Flexible Work Option.

23. Rostering of Hours of Work

23.1 For all Employees, unless mutually agreed by the individual Employee and the City, the following rostering constraints shall apply:

23.1.1 The minimum amount of time rostered per shift shall be three (3) hours;

a) With the exception of:

- i. Permanent and/or Contract Employees of the Albany Leisure and Aquatic Centre, for whom the minimum amount of time rostered per shift shall be one and a half (1.5) hours;
- ii. A Casual Employee of the Albany Leisure and Aquatic Centre, for whom the minimum amount of time rostered per shift shall be two (2) hours.

23.1.2 A minimum break of ten (10) hours between shifts rostered on consecutive days.

23.1.3 Employees shall not be rostered for shifts on more than five (5) days out of seven (7).

23.1.4 Employees shall not be rostered for split shifts on the same day, with the exception of the Albany Leisure and Aquatic Centre.

23.2 All reasonable attempts will be made to establish rosters four (4) weeks in advance in consultation with Employees and in consideration of:

23.2.1 Employee wellbeing and work-life balance;

23.2.2 Customer expectations;

23.2.3 Public safety; and

23.2.4 Other organisational requirements.

23.3 Rosters shall be prominently displayed at the place of work in a position accessible to the Employees concerned. Rosters shall also be communicated by electronic means (e.g. email).

23.4 Unless otherwise agreed between the Employee and their Supervisor, a minimum of 72 hours' notice of changes to rosters will apply.

23.5 Subject to sub-clause 12.2.3 and the requirements above, the rostered hours of permanent part-time Employees can be amended provided the hours do not reduce below the original contract of employment.

24. Ordinary Hours for Shift Workers

24.1 The ordinary hours of work for Shift Workers shall average 38 per week (inclusive of paid meal breaks) and shall not exceed 152 hours in 27 consecutive days.

24.2 Provided that, where the City and the majority of Employees concerned agree, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days. A record of each agreement shall be made in writing and kept with the relevant time records.

24.3 The ordinary hours of work prescribed herein shall not exceed ten hours of work on any day. Provided that in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight hours on any day, the arrangement of the hours shall be subject to the agreement of the City and the majority of Employees in the plant or section or sections thereof. A record of each agreement shall be made in writing and kept with the relevant time records.

24.4 Where the first night shift in any week commences on Monday night, the night shift commencing on Friday and finishing not later than 8.00am on Saturday of that week, shall be deemed to have been worked in ordinary working hours.

25. Meal Breaks

25.1 The ordinary hours of work shall be consecutive except for an unpaid meal interval which shall not be less than 30 minutes and not exceed one hour.

25.2 An Employee shall not be compelled to work for more than five hours without a meal interval except where an alternative arrangement is entered into by mutual agreement.

25.3 When an Employee is required for duty during their usual meal interval and their meal interval is thereby postponed for more than half an hour; the Employee shall be paid at overtime rates until the Employee gets their meal.

26. Rest Breaks

26.1 Outside Employees and their Line Manager covered by this Agreement are entitled to:

26.1.1 A paid break not exceeding 10 minutes to be taken during the morning and afternoon and will be taken as close as possible to 10.00am for the morning break and 3.00pm for the afternoon break, but at a time that causes minimum disruption to the works.

26.1.2 The break will be taken on the current location of work.

26.2 Daycare Employees covered by this Agreement are entitled to:

26.2.1 Times for the rest breaks will be detailed in Team rosters.

26.2.2 Rest breaks will be scheduled by the Daycare Centre Manager at a time that causes minimal disruption to the service delivery. The rest breaks will be taken on site. No accrual provisions apply to this clause.

26.3 Albany Leisure and Aquatic Centre Employees covered by this Agreement are entitled to:

26.3.1 A paid break not exceeding 10 minutes to be taken during the morning and afternoon and will be taken at a time that causes minimum disruption; with approval of their Supervisor however this is not an entitlement during periods of short staff or events. Permission may not always be granted.

27. Variable Work Arrangements

27.1 General and Daycare Employees

27.1.1 All full-time Employees must work 76 hours per 2 week pay cycle within predetermined Team based rosters whereby core service hours are covered and operational requirements are not compromised.

27.1.2 An Employee's hours of work can be averaged over a 2-week cycle, provided the hours worked over the 2 weeks do not exceed 76 hours.

27.1.3 An Employee must commence work between the hours of 6.00am and 9.30am and must complete their work between the hours of 3.00pm and 6.00pm.

27.1.4 An Employee is to take an unpaid meal break of no less than 30 minutes and no longer than 2.0 hours starting no later than between the hours 11.30am and 2.00pm.

27.1.5 Adequate staff levels within each Team are to be maintained during the core service hours of 9.00am and 4.30pm to meet operational and customer service requirements.

27.1.6 Employees must actively participate in open communication and teamwork to ensure that internal and external customer service requirements are met at all times.

27.2 TOIL (Time Off In Lieu)

27.2.1 In order to meet the needs of the City, any permanent and temporary Employees may, with the prior approval of the Supervisor, accrue hours beyond those for which the Employee is contracted to work. Accrued hours will be recorded on the Employee's timesheets and will be taken as Time Off In Lieu (TOIL).

27.2.2 Should it be necessary to work additional hours to meet operational demands then Employees may work up to two (2) Standard Days in excess of the hours required in their rostered 4-week cycle period to be banked at single time rates at no cost to the City, provided that:

- a) Banked hours are cleared as time in lieu at ordinary rates of pay within the following roster period and arrangements are made to cover the core customer service hours through the Team roster.
- b) Banked hours not cleared within the 4-week cycle following the accrual require prior approval from the Line Manager for the banked hours to be paid at single time rates or carried forward into the next 4-week cycle; however
- c) Where an Employee is unable to clear their banked hours within the following 4-week cycle, having been denied the time off for operational reasons, the banked hours shall be carried forward to the next 4-week cycle.
- d) Banked hours in excess of two (2) Standard Days worked within a four (4) week cycle must first be approved by the Line Manager and the cap of banked standard days shall be five (5) in any period.

- 27.2.3 The maximum hours an Employee shall work in a week is 50 hours and the maximum hours worked in a 4-week cycle shall not exceed 170 hours, with all arrangements for TOIL made in intervals of 15 minutes.
- 27.2.4 Time off in lieu should be taken at the time that safety, productivity, cost, or customer service are not compromised, but where possible taking account of the Employee's preference and in accordance with the Team roster.
- 27.2.5 In circumstances where Employees wish to take accrued hours during their rostered customer service periods, it is the responsibility of that Employee to negotiate with their Team members to arrange cover.
- 27.2.6 Supervisors will not unreasonably withhold approval for the Employee to use their accrued time in lieu.
- 27.2.7 Should an Employee, upon termination, have hours banked, such time shall be paid at single time rates.

27.3 Flexible Work Option

- 27.3.1 The City may allow an Employee to access a Flexible Work Option where the Employee makes a request to the City in accordance with this clause 27.3. A Flexible Work Option permits the City and an Employee to make arrangements on the matters contemplated in clause 27.3.3. A Flexible Work Option does not permit agreement between the City and an Employee to vary a clause of this Agreement or the effect of a clause in this Agreement.
- 27.3.2 Approval of a Flexible Work Option by the City will be based on the operational requirements of the City.
- 27.3.3 The City and an Employee can make arrangements related to one or more of the following matters under a Flexible Work Option:
 - a) Flexible start and finish times for ordinary hours within the ordinary span of hours outlined in clause 22.10;
 - b) Reduced working hours including moving from Full time hours (being 76 hours per fortnight) to Part time hour (being less than 76 hours per fortnight);
 - c) Working ordinary hours at the workplace and/or from the Employee's place of residence where the City deems the Employee's position may accommodate this.
- 27.3.4 A Flexible Work Option may be implemented on a temporary or permanent basis.
- 27.3.5 An Employee may request a revision, temporary postponement or cancellation their Flexible Work Option subject to complying with clause 27.3.3. Any change is subject to the City's approval.
- 27.3.6 The City reserves the right to require a revision, temporary postponement or cancellation of a Flexible Work Option with 1 weeks' notice.
- 27.3.7 An Employee may cancel a Flexible Work Option with 1 weeks' notice.
- 27.3.8 Casual Employees are not eligible for a Flexible Work Option.

27.4 Rostered Days Off (RDO)

- 27.4.1 This clause does not apply to part-time or casual Employees.
- 27.4.2 Other than Employees on standard rostered arrangements which cannot be adjusted for operational requirements or those Employees who are in their probation period, Employees will be able to apply for an RDO roster to their Supervisor or Manager who, with mutual agreement, will determine if the Employee can work an RDO system.

- 27.4.3 Such approval would not be unnecessarily withheld and would depend on operational requirements such as internal and external customer service.
- 27.4.4 If the Supervisor or Manager approves the RDO system a letter will be sent to the Employee confirming the approval.
- 27.4.5 Unless by mutual agreement, an Employee or the Supervisor shall supply a minimum of one (1) months' notice if a change in the roster is required.
- 27.4.6 RDOs will be taken as determined by the City and, where possible, on a regular basis. RDOs within Teams shall be scheduled by the Team's Supervisor such that safety, productivity, cost, or internal and external customer service are not compromised, but where possible taking account of the Employee's preference.
- 27.4.7 On occasion RDOs may be rescheduled to meet operational needs, and Employees are expected to be flexible if this is required. RDOs may be rescheduled by agreement, at the Employee's request, but not subsequent to the Employee being ill while on an RDO.
- 27.4.8 An RDO will be rescheduled where it falls on a Public Holiday or Festive Leave day. Employees within a Team may swap or rearrange RDO's between themselves, subject to the approval of the Supervisor.
- 27.4.9 Employees will have the choice of the following four (4) working arrangement options calculated in the fortnightly pay run cycle:
 - a) 8 day 2 week cycle – 8 days @ 9.5 hours;
 - b) 9 day 2 week cycle – 8 days @ 8.5 hours & 1 day @ 8 hours;
 - c) 19 day 4 week cycle – 19 days @ 8.0 hours; or
 - d) 20 day 4 week cycle – 20 days @ 7.6 hours

28. Outside Employees

28.1 RDO's and Banking of Hours

- 28.1.1 A system for taking Rostered Days Off (RDO's) so that Outside Employees may work a nine or eight day fortnight will be determined for each work group dependent on the ordinary hours worked to best suit that work area.
- 28.1.2 An RDO working arrangement within each fortnightly pay period will be on the following basis:
 - a) The system would be introduced following consultation with Employees in that work area and a two-week notice period.
 - b) An Employee's RDO would remain the same every fortnight, however, RDO's could be changed by mutual agreement of the Employee and City as long as operational needs are met or following consultation with the work Team.
 - c) In the case of a 9-day fortnight, the ordinary hours of duty will generally be worked at 8.5 hours for 8 days, 8 hours for 1 day and 1 RDO in the fortnightly pay period.
 - d) An Employee may bank time in lieu up to the equivalent of five (5) standard days. Any time worked in excess of this limit shall be paid out as overtime.
- 28.1.3 The accrual of banked hours shall be in periods of 15 minutes.

- 28.1.4 When banking additional hours or working an RDO the Employee has the choice between banking hours at time for time or being paid out at the appropriate overtime rates.
- 28.1.5 Time banked in lieu of payment is to be taken at a mutually agreed time and operational requirements will be taken into account.
- 28.1.6 Should an Employee, upon termination, have approved hours banked, such time shall be paid at single time rates.

29. Overtime

29.1 Penalties

- 29.1.1 Overtime shall mean all work performed outside the ordinary span of hours on any day, or in excess of the ordinary fortnightly hours in accordance with clause 22 – Ordinary Hours of Work. It shall be paid at the rate of time and a half for the first two hours of overtime and double time thereafter unless otherwise provided for in this Agreement.
- 29.1.2 All time worked after twelve noon on Saturday and all time worked on Sunday shall be paid for at the rate of double time.
- 29.1.3 All time worked on a Public holiday as prescribed in clause 32 – Public Holidays shall be paid for at the rate of double time and a half.

29.2 Rostered Days Off

- 29.2.1 When working a Rostered Day Off (approved by the City) an Employee can choose (by notation on the time sheet) either to:
 - a) Accrue time off in lieu at single time rates; or
 - b) To be paid at the applicable penalty rates in accordance with clause 29.1.

29.3 Travelling Time

- 29.3.1 Employees travelling from the work site back to the Office / Depot outside of ordinary hours are entitled to payment at appropriate penalty rates.

29.4 Authorisation

- 29.4.1 No overtime shall be worked without the prior approval of the City unless the urgency of the work is such that the approval cannot be gained until after the work is performed.

29.5 Recall

- 29.5.1 Payment for recall:
 - a) An Employee recalled to work overtime, whether notified before or after the employee leaves the City's premises, shall be paid for a minimum of three hours work at the appropriate rate for each time the employee is so recalled, provided that the Employee shall not be required to work the period for which the employee is entitled to be paid pursuant to this sub-clause if the work the employee is recalled to perform is completed in a shorter period.
 - b) Provided that this sub-clause shall not apply when the overtime worked is continuous with the commencement or completion of ordinary working hours or for rostered overtime.

- c) Rostered overtime shall mean a particular type of work the City requires to be done on a regular basis that necessitates one or more persons being put on a roster to perform work in excess of ordinary hours.
- d) Where Employees are required to carry out rostered overtime such rosters shall be displayed at the place of work in a position accessible to the Employee concerned. Employees shall be provided with a least 72 hours' notice of any change in the roster. Provided a lesser period of notice can be agreed between the Employee and the City.
- e) Further, provided where an Employee is called out for duty more than once within the period of three hours from the start of the initial call-out for duty, the Employee shall not be entitled to any further payment for time worked within that period of three hours.
- f) Where the recall overtime worked extends beyond the minimum period of three hours, payment shall be made for the actual time worked at overtime rates.

29.5.2 An Employee, who is required by the City to attend a meeting which commences outside of, or is not continuous with, their ordinary hours of duty and who is advised of this requirement before their actual knock-off time on the day in question, shall be paid as for a minimum of two hours' work at the appropriate rate.

29.5.3 In respect to travel to and from the worksite in the case of a call out, it is acknowledged and agreed that the City will pay the time associated with travel from the place of residence to the workplace and return. The Employee will be entitled to a paid meal break of 30 minutes duration after 5 hours of continuous work from the time of recall.

29.6 Ten Hour Break

29.6.1 An Employee who works overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day such that the employee has not had at least ten (10) consecutive hours off duty between those times, then the employee shall be released after the completion of such overtime until the employee has had ten (10) hours off duty, without loss of pay for ordinary working time occurring during such an absence provided that a lesser period than the (10) hours may be agreed between the City and the Employee.

29.6.2 If such Employee is instructed to resume or continue work without having such ten (10) consecutive hours off duty, or such other lesser period as agreed, an Employee shall be paid at double ordinary rates until released from duty for such period, and shall then be entitled to be absent until the Employee has had ten (10) consecutive hours, or such other lesser period as agreed, off duty without loss of pay for ordinary working time occurring during such absence.

29.7 Reasonable Overtime

29.7.1 Subject to sub-clause 29.7.3 the City may require an Employee to work reasonable overtime paid at overtime rates or to be banked to be taken as time in lieu. Any agreement to bank the overtime hours as time in lieu is to be reached between the City and the Employee prior to working such overtime.

29.7.2 Employees classified on Level 8 (General Employees) or above may be required to work reasonable unpaid overtime in accordance with the remainder of this clause. Where this unpaid overtime is occurring on such a regular basis that the Employee deems it to be unreasonable, that Employee may claim the additional hours to be banked or paid out as overtime with the prior approval of their Line Manager.

- 29.7.3 An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:
- a) Any risk to Employee health and safety;
 - b) Employee's personal circumstances including any family responsibilities;
 - c) The needs of the workplace or enterprise;
 - d) The notice (if any) given by the City of the overtime and by the Employee of their intention to refuse it; and
 - e) Any other relevant matter.
- 29.7.4 Any Employee in doubt over what is reasonable or unreasonable overtime, whether paid or banked, should utilise the Dispute Settlement Procedure in this Agreement (clause 8) as the best way to resolve the matter.

30. Penalty Rates for Shift Work

- 30.1 The provisions of this clause apply to shift work whether continuous or otherwise unless otherwise provided for in this Agreement.
- 30.2 The City may work any Team or Teams of its workforce on shifts but before doing so shall give 72 hours' notice to the Employee's concerned and of the intended starting and finishing times of ordinary working hours of the respective Shifts.
- 30.3 Where any particular process is carried out on shifts other than day shift, and less than five consecutive afternoon or five consecutive night shifts are worked on that process, then Employees employed on such afternoon or night shifts shall be paid at overtime rates.
- 30.4 Provided that where the ordinary hours of work normally worked in an establishment are worked on less than five days then the provisions of clause 24.3 shall be as if four consecutive shifts were substituted for five consecutive shifts
- 30.5 The sequence of work shall not be deemed to be broken under the preceding paragraph by reason of the fact that work on the process is not carried out on a Saturday or Sunday or any other day that the City observes a shut down for the purpose of allowing a 38 hour week or on any holiday.
- 30.6 Where a shift commences at or after 11.00pm on any day, the whole of that shift shall be deemed, for the purposes of this agreement, to have been worked on the following day.
- 30.7 A Shift Worker when on afternoon or night shift shall be paid, for such shift 15% more than their ordinary rate prescribed by this Agreement.
- 30.8 All work performed on a rostered shift when the major portion of such shift falls on a Saturday, Sunday or a holiday, shall be paid for as follows:
- | | |
|-----------------|---|
| Saturday | - at the rate of time and one quarter |
| Sunday | - at the rate of time and one half |
| Public Holidays | - at the rate of double time and one half |
- 30.9 These rates shall be paid in lieu of the shift allowances prescribed in clause 30.7
- 30.10 A Continuous Shift Worker who is not required to work on a holiday which falls on their rostered day off shall be allowed a day's leave with pay to be added to annual leave or taken at some other time if the worker so agrees.

Part E – Leave

31. Annual Leave

31.1 Period and Payment of Leave

- 31.1.1 Except as hereinafter provided, a period of one hundred and fifty two (152) hours leave with payment shall be allowed annually to a full-time Employee by the City.
- 31.1.2 An Employee will accrue annual leave in accordance with the *Minimum Conditions of Employment Act 1996*.
- 31.1.3 An Employee before going on leave may be paid the ordinary salary the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on leave during the relevant period.
- 31.1.4 In recognition of the Employee's loss of opportunity to work overtime during a period of annual leave an Employee shall receive a loading of 17.5% calculated on the rate of ordinary salary prescribed by this agreement.
- 31.1.5 By agreement between the City and an Employee, the 17.5% loading may be cashed out and/or included as a component in the Employee's salary.
- 31.1.6 In addition, an Environmental Health Officer shall be allowed one week's leave (as compensation for other circumstances of employment) with payment of ordinary salary after a period of twelve months' continuous service with the City. Where such Employee is engaged for part of a qualifying twelve monthly period, they shall be entitled to have the period of annual leave to which the Employee is entitled under this clause increased by 1/12th of a week for each completed month the Employee is continuously so engaged.
- 31.1.7 Shift Worker as defined in clause 2 – Definitions, shall be entitled to one week's additional leave each year.

31.2 Annual Leave and Public Holidays

- 31.2.1 If any prescribed holiday falls within an 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.

31.3 Leave on Termination

- 31.3.1 Accrued and unused annual leave is paid out on termination.
- 31.3.2 The 17.5% annual leave loading is to be applied to the unused leave paid out on termination.

31.4 Absence from Work

- 31.4.1 Any time in respect of which an Employee is absent from work, except time for which the employee is entitled to claim personal/carer's leave or time spent on holidays or annual leave or workers

compensation as prescribed by this Agreement, shall not count for the purpose of determining their right to annual leave.

31.5 Taking of Leave

31.5.1 Annual leave shall be given and taken at such a time or at such times that are mutually convenient to the City and the Employee. The City's agreement to leave is subject to operational requirements.

31.5.2 In special circumstances, and with the consent of the City, an Employee may defer the taking of any accrued annual leave, or any part thereof not taken, for a period not exceeding three (3) years after the date when the leave was accrued.

31.5.3 Subject to the Employee:

- a) giving the City at least 2 weeks' notice of the period in which the Employee intends to take leave; and
- b) having sufficient leave accrued,

the City will not deny the Employee taking leave.

31.6 Annual Leave on Half Pay

31.6.1 Employee work life balance is important to the City, therefore Annual Leave on Half Pay will only be approved under special circumstances.

31.6.2 Where an Employee commences a period of annual leave the Employee may, if the Employee and City agree in writing, be paid for each week of that period at half the pay rate at which the Employee would otherwise be entitled; reducing the Annual Leave balance of the Employee accordingly. Being paid at half the rate of pay provides the Employee with the opportunity to take double the period of leave. Utilising this type of leave may affect the accrual of other leave entitlements. Employees should discuss their individual circumstances with Human Resources or Payroll when considering this type of annual leave.

31.7 Annual Leave on Double Pay

31.7.1 Employee work life balance is important to the City, therefore Annual Leave on Double Pay will only be approved under special circumstances.

31.7.2 Where an Employee commences a period of annual leave the Employee may, if the Employee and City agree in writing, be paid for each week of that period at double the pay rate at which the Employee would otherwise be entitled; reducing the Annual Leave balance of the Employee accordingly. Being paid at double the rate of pay provides the Employee with half the period of leave.

31.7.3 Double pay is not permitted to reduce an Employee's Annual Leave accrual below 4 weeks.

31.8 Festive Leave

31.8.1 In addition to the Annual Leave provided for in clause 31.1 and the Public Holidays provided for in clause 32, each full-time Employee shall be entitled to take up to three (3) days off without loss of pay during the festive period between Christmas and New Year.

31.8.2 Part-time Employees shall be entitled to take up to three (3) days off on a pro rata basis without loss of pay during the festive period between Christmas and New Year.

31.8.3 The provision in clause 31.8.1 does not apply to Employees who during a particular festive period are on unpaid leave.

31.8.4 In the event that an Employee is required to present for work during the festive period due to operational requirements, then the Employee shall be entitled to take off the equivalent time in lieu of the time worked, up to a maximum of three (3) days.

31.8.5 Further, an Employee may negotiate an alternative clearance arrangement with the City where it is demonstrated to be mutually beneficial for the days to be cleared at a time other than during the festive period between Christmas and New Year, within the following 12 months, or it will be forfeited.

31.8.6 The provisions of clause 29.5 Recall will apply to Employees recalled to work on a Festive Leave day.

31.9 Annual Leave and Parental Leave

31.9.1 Notwithstanding anything else contained herein, an Employee granted Parental Leave may, at the commencement of such leave, utilise any pro rata leave accrued under this clause.

31.10 Leave in Advance

31.10.1 In special circumstances, at the discretion of the City, pro rata annual leave may be given in advance of accruing the entitlement.

31.10.2 Any entitlement to leave and/or payment under clause 31.1 or 31.3 hereof, will be reduced by the amount of leave and payment granted under this sub-clause.

32. Public Holidays

32.1 An Employee shall be entitled to holidays on the following days:

32.1.1 New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, ANZAC Day, Christmas Day and Boxing Day;

32.1.2 When Australia Day falls on a Saturday or Sunday, the next Monday following the 26 January is also a public holiday.

32.1.3 When Boxing Day falls on a Saturday, the next Monday following Boxing Day is also a public holiday.

32.1.4 When Boxing Day falls on a Sunday or Monday, the Tuesday following Boxing Day is also a public holiday.

32.1.5 When New Year's Day, ANZAC Day or Christmas Day falls on a Saturday or Sunday, the next Monday following New Year's Day, ANZAC Day or Christmas Day (as applicable) is also a public holiday.

32.1.6 Where in the State of Western Australia, public holidays are declared or prescribed on days such as but not limited to WA Day, Monarch's Birthday and Labour Day, those days shall constitute additional holidays for the purpose of this agreement.

32.2 Substitute holidays

32.2.1 The City and its Employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected Employees shall constitute agreement. Any such agreement shall be recorded in writing and be available to every affected Employee.

32.2.2 Provided that the National Aboriginal and Torres Strait Islander Day of Celebration may be taken as a holiday in lieu of any of the specified holidays contained herein. The holiday on which work is to be performed in lieu of National Aboriginal Day of Celebration is to be agreed between the City and the Employee concerned.

32.2.3 When a holiday mentioned in 32.1 falls on a day on which an Employee is rostered off, such Employee shall be entitled to a day in lieu thereof to be taken at such time as may be mutually agreed upon by the Employee and the City.

32.2.4 When an Employee is required to be on duty on any of the holidays prescribed in 32.1 hereof, the Employee shall be entitled to payment as follows:

- a) When an Employee is required to be on duty on any of the holidays such Employee shall be allowed payment for all time worked at the rate of double time and one half; or
- b) By agreement, between the City and the Employee concerned, the Employee may be granted time off in ordinary hour's equivalent to the time worked, without loss of pay, at a mutually agreed time.
- c) An Employee who works on an observed and actual public holiday will be paid the penalty rate in clause 32.2.4 for working on the observed public holiday, but not both.

33. Personal/Carer's Leave

The provisions of this clause apply to full-time and part-time Employees (on a pro rata basis) but do not apply to casual Employees. The entitlements of casual Employees are set out in clause 12.4.

33.1 Amount of Paid Personal/Carer's Leave

33.1.1 Paid personal/carers leave is available to an Employee when they are absent:

- a) Due to personal illness or injury (personal leave); or
- b) For the purpose of caring for a member of the Employee's family or household who is sick and requires the Employee's care and support (carer's leave) or who requires care due to an unexpected emergency.

33.1.2 The amount of personal/carers leave to which an Employee is entitled depends on how long they have worked for the City as indicated below:

Length of Time Worked for the City	Personal Leave Credited
On commencement	76 hours
On commencement of 2nd and 3rd year of continuous service	76 hours
On commencement of 4th and subsequent years	91.20 hours

33.2 Accumulation of Personal Leave

33.2.1 In the first, second and third years, unused personal/carers leave accrues by the lesser of:

- a) Seventy six (76) hours less the total amount of personal / carers leave taken during the year; or
- b) The balance of the year's unused personal leave.

33.2.2 In the fourth and subsequent years of employment, unused personal leave accrues by the lesser of:

- a) Ninety one point two (91.20) hours less the total amount of personal leave taken during the year; or
- b) The balance of the years unused personal leave.

33.3 Personal Leave to Care for a Member of the Employee's Family or Household

- 33.3.1 Subject to 33.3.2, an Employee is entitled to use their personal leave to care for a member of the Employee's family or household who are sick and require care and support or who require care due to an unexpected emergency.
- 33.3.2 The entitlement in 33.3.1 is subject to the Employee being responsible for the care and support of the person concerned. In normal circumstances an Employee is not entitled to take leave for this purpose where another person has taken leave to care for the same person.

33.4 Giving of Notice

- 33.4.1 The Employee when taking personal leave for personal illness or injury or to care for a member of the Employee's family or household as specified in clause 33.3 must notify their immediate Supervisor of their absence before the start of their work day or if this is not possible, as soon as reasonably practicable.
- 33.4.2 When taking personal leave for personal illness or injury, the notice must indicate that the Employee requires leave because of personal illness or injury to the Employee.
- 33.4.3 When taking personal leave to care for a member of the Employee's family or household, the notice must be to the effect that the Employee requires leave to provide care or support to a member of the Employee's family or household as they are suffering either a personal illness, injury or an unexpected emergency.

33.5 Evidence Supporting the Claim

- 33.5.1 The Employee shall not be required to produce a certificate from a medical practitioner with respect to absences of three days or less, unless after three such absences in any year of service, the City will request that the next absences in that year, shall be accompanied by such certificate or other proof as required by the remainder of this clause. A year is defined as commencing and ending on the anniversary of the Employee's start date with the City.
- 33.5.2 When taking leave for personal illness or injury, the Employee must, if required by the City under clause 33.5.1, establish by production of:
- 33.5.3 When taking leave for personal illness or injury, the Employee must, if required by the City under clause 33.5.1, establish by production of:
- a) A medical certificate from a Registered Health Practitioner stating that the Employee was or will be unfit for work due to personal injury or illness;
 - b) If it is not reasonably practicable to provide a medical certificate, the Employee may provide a statutory declaration; or
 - c) Other evidence that would satisfy a reasonable person of the need to take personal leave.
 - d) When taking leave to care for a member of the Employee's family or household who are sick and require care and support or who require care due to unexpected emergency, the Employee must, if required by the City under clause 33.5.1, establish by production of:
 - i. A medical certificate from a Registered Health Practitioner stating that a member of the Employee's family or household has had or will have a personal injury or illness in the period requiring care by the Employee;

- ii. If it is not reasonably practicable to provide a medical certificate, the Employee may provide a statutory declaration; or
- iii. other evidence that would satisfy a reasonable person of the need to take personal leave.

33.6 The Effect of Workers' Compensation

33.6.1 The provisions of this clause with respect to payment do not apply where an Employee is receiving workers' compensation payments.

33.7 Personal Leave During Annual Leave

33.7.1 Subject to the provisions of this sub-clause, the provisions of this clause apply to an Employee who suffers personal ill health or injury during the time when the employee is absent on annual leave and an Employee may apply for and the City shall grant paid personal leave in place of paid annual leave if evidence is provided such as a medical certificate.

33.7.2 Replacement of paid annual leave by paid personal leave shall not exceed the period of paid personal leave to which the Employee was entitled at the time they proceeded on annual leave and shall not be made with respect to fractions of a day.

33.7.3 Where such paid personal leave has been granted then:

- a) The Employee's personal leave shall be reduced by the approved number of hours; and
- b) The Employee's annual leave shall be increased by the approved number of hours.

33.8 Unpaid Personal/Carer's Leave

33.8.1 Where an Employee has exhausted all paid personal/carers' leave entitlements, they are entitled to take unpaid carer's leave to care for members of the Employee's family or household who are sick and require care and support or who require care due to an unexpected emergency. The City and the Employee shall agree on the period. In the absence of agreement, the Employee is entitled to take up to 2 Standard Days of unpaid carer's leave per occasion, provided:

- a) A period of unpaid carers leave does not break an Employee's continuity of continuous service. However it doesn't count as continuous service, except where expressly provided for by:
 - i. A term or condition of the Employees employment
 - ii. A law or instrument under a Commonwealth, State or Territory law.
- b) The Employee meets the requirements of 33.4 and 33.5.
- c) Casual Employees are entitled to take unpaid personal leave as per the requirements of clause 33.4 and 33.5.

33.9 Interaction of Paid Personal/Carer's Leave and Public Holidays

33.9.1 Should a public holiday fall during a period of paid personal/carers' leave then the Employee taking such leave will not be taken to be on paid personal/carers' leave on the day on which the public holiday falls.

34. Bereavement Leave

- 34.1 An Employee, other than a casual Employee, shall be entitled to be paid for up to four (4) days per occasion of bereavement leave to spend time with a significant person who contracts or develops a personal illness, or sustains a personal injury that poses a serious threat to their life, or dies.
- 34.2 For the purposes of this clause, a significant person is defined as being a member of the Employee's family or household and also a person whom the City agrees is a close family member.
- 34.3 Under exceptional circumstances, and subject to the City's consent, a further two days paid leave may be negotiated to cover significant travel outside of the Great Southern Region. Further, accumulated RDO's or accrued time in lieu may be added to this period if necessary.
- 34.4 An Employee, including a casual Employee, shall be entitled to up to four (4) days of unpaid bereavement leave and may take further unpaid leave by agreement with the City.
- 34.5 A part-time Employee is entitled to the provisions of this clause except that paid bereavement leave is only available where the part-time Employee would normally be at work.
- 34.6 In order to be entitled to bereavement leave the Employee must advise the City as soon as reasonably practicable of their intention to take bereavement leave, and when requested provide the City with evidence to satisfy a reasonable person as to the necessity of taking such leave.
- 34.7 Where the Employee is entitled to bereavement leave, they shall be paid at the rate of wage applicable at the time the leave was taken.
- 34.8 Casual Employees may be entitled to two paid (2) days of Bereavement leave, subject to and in accordance with the MCE Act.

35. Parental Leave

Parental leave is provided for in the NES which continues to apply to Employees under section 744 of the *Fair Work Act 2009* (Cth). This clause supplements or deals with matters incidental to the NES provisions.

35.1 Unpaid Parental Leave

- 35.1.1 In addition to the provisions of the NES concurrent unpaid parental leave may be taken in more than one single continuous period.

35.2 Paid Parental Leave Scheme

- 35.2.1 Paid parental leave will be available to all eligible Employees. Eligible Employees are those Employees who are eligible for parental leave payments under the Paid Parental Leave Act 2010 (Cth). The period of paid parental leave will be the period legislated under the Paid Parental Leave Act 2010 (Cth). At the commencement of this Agreement coming into effect that will be 20 weeks and will continue to be so unless a longer period of paid parental leave is legislated under the Paid Parental Leave Act 2010 (Cth).
- 35.2.2 This leave can be used prior to the commencement of unpaid parental leave subject to complying with the requirements under the Paid Parental Leave Act 2010 (Cth). .
- 35.2.3 For the paid parental leave provided by this Agreement, the City will pay the total difference between the Commonwealth Government's legislated parental leave contribution and the Employee's current salary up to a maximum rate equivalent to \$70,000 per annum. This arrangement only be available to employees who have completed at least 12 months continuous service with the City.

- 35.2.4 Paid parental leave will be paid on a fortnightly basis either at the ordinary rate over twenty(20) weeks or at half pay over forty (40) weeks at the election of the Employee (where an Employee can access the full amount of leave).
- 35.2.5 For Part-time Employees the 20 weeks leave outlined in clause 35.2.1 will be paid out based on their applicable weekly part time hours in compliance with the Paid Parental Leave Act 2010 (Cth).
- 35.2.6 Employee entitlements will accrue during the period of paid parental leave only.
- 35.2.7 Casual Employees are not entitled to the provisions of the City's paid parental leave scheme.

35.3 Additional Paid Parental Leave for Partners

- 35.3.1 Where an Employee is the spouse or de facto partner of an eligible person then the spouse or de facto partner is entitled to take 1 week of paid leave at the same time the eligible person is taking parental leave.
- 35.3.2 The week of leave must be taken in one single continuous period.
- 35.3.3 Other leave entitlements may be accessed once the paid week of leave has been exhausted by the spouse or de facto partner Employee by agreement with the Employer.

35.4 Adoption Leave

- 35.4.1 Employees eligible for Adoption leave are also entitled to the provisions of clause 35 in addition to the entitlements provided in the NES.

35.5 Variation of Parental leave

- 35.5.1 In addition to the provisions of the National Employment Standards, if the City agrees, the Employee may further extend the period of unpaid parental leave one or more times up to a maximum of twenty four (24) months leave.
- 35.5.2 An application for variation of parental leave must be in writing and must be given to the City at least 4 weeks before the end of the available parental leave period.

35.6 Return to Work

- 35.6.1 An Employee will notify of their intention to return to work after a period of parental leave at least four (4) weeks prior to the expiration of the leave.

36. Family & Domestic Violence Leave

- 36.1 The City of Albany recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the City of Albany is committed to providing support to staff that experience family and domestic violence.
- 36.2 An Employee experiencing family violence will have access to up to ten (10) days per year (non-accumulative) of paid special leave for medical appointments, legal proceedings and other activities related to their family and domestic violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days, or as a fraction of a day, and can be taken without prior approval.
- 36.3 An Employee who supports a person experiencing family and domestic violence may take carer's leave to accompany them to court, to hospital, or to provide care for children.

36.4 Employees will provide notice of the need for leave as soon as possible after becoming aware of the need for leave and will provide evidence to substantiate the need for leave. The evidence required is evidence that would satisfy a reasonable person that the leave is for the purpose for which it is being taken; specific examples including a court order, police report, hospital incident report or incident report from a social and community service organisation registered with the Women’s Council Domestic and Family Violence Services.

37. Leave Without Pay

37.1 Employees may apply for leave without pay, following the exhaustion of annual and long service leave, based on merit and/or special circumstances and in writing for approval by the City. If the application is rejected the reasons shall be provided to the Employee in writing.

38. Purchased Leave

38.1 The City and an Employee may agree to enter an arrangement whereby the Employee can purchase additional annual leave in each anniversary year. Purchased leave can be taken in whole working days as soon as it has accrued. The Employee can agree to take a reduced salary spread over the 52 weeks of the year and receive the following amounts of additional leave:

Number of Weeks’ Salary Spread Over 52 Weeks	Number of Additional Weeks Leave Purchased
44 weeks	8 weeks
45 weeks	7 weeks
46 weeks	6 weeks
47 weeks	5 weeks
48 weeks	4 weeks
49 weeks	3 weeks
50 weeks	2 weeks
51 weeks	1 week

38.2 Participation in the scheme is by application and, if rejected, the City shall provide the reasons for denial of the application in writing.

38.3 The additional leave purchased is to be taken subject to the agreement of the City and operational convenience and will be approved to be taken using the City’s normal annual leave application process.

38.4 The purchased leave will not be accrued from year to year.

38.5 Each purchased leave arrangement will be reviewed on a yearly basis and workers shall apply to continue to participate in the scheme. Failure to use the previous years’ purchased leave may result in a subsequent application for participation in the scheme being denied.

38.6 In the event that the Employee is unable to take such leave, their salary will be adjusted on the last pay period to take into account time worked during the previous year that was not included in their salary.

38.7 The 17.5% loading for annual leave is not applicable for any period of purchased leave.

39. Cultural Leave

- 39.1 The City, in recognising all cultures with the workforce, shall allow staff to take approved leave to attend a recognised Cultural National Day of Celebration relating to their cultural heritage. The leave is to be approved by the Employee’s Supervisor in advance and shall be in the form of an accrued Rostered Day Off, Time in Lieu or Annual Leave.
- 39.2 This clause shall also be read in conjunction with the City of Albany Aboriginal Accord and clause 32.2 of this Agreement which provides Employees the opportunity to substitute a Public Holiday for the National Aboriginal and Islander Day of Celebration.

40. Long Service Leave

- 40.1 Employees shall be entitled to thirteen (13) weeks Long Service Leave after seven (7) years of continuous service, and another thirteen (13) weeks for every seven (7) years of continuous service thereafter.
- 40.2 All other conditions remain in accordance with the Western Australia (WA) Local Government (Long Service Leave) Regulations that may be varied from time to time.
- 40.3 The Parties recognise that this clause provides a benefit greater than that which is provided for in the WA Long Service Leave (Local Government) Regulations and thereby the Parties recognise the additional entitlement is not portable to another Local Government Authority (LGA).
- 40.4 The entitlement to Long Service Leave after an initial period of 7 years’ service, as provided in the table below, was introduced on a pro-rata basis for existing General Employees who previously had an entitlement to Long Service Leave after the initial 10 years of service at the commencement of the Collective Enterprise Agreement 2013.
- 40.5 New Employees transferring their Long Service Leave entitlement in accordance with the Local Government (Long Service Leave) Regulations from another Local Government with a 10-year accrual period, will have their entitlement converted to a 7-year accrual period as per the table below.

LONG SERVICE LEAVE

Current Years of Continuous Service at the commencement of employment with the City	Remaining LSL Accrual (% of 10yrs) at the commencement of employment with the City	Remaining Years until entitled to 13 weeks LSL at the commencement of employment with the City
1	0.9	6.3
2	0.8	5.6
3	0.7	4.9
4	0.6	4.2
5	0.5	3.5
6	0.4	2.8
7	0.3	2.1
8	0.2	1.4
9	0.1	0.7
10	0	0

41. Community Services Leave

- 41.1 Jury Service and Employees Subject to Subpoena

41.1.1 The City shall release Employees subject to subpoena or for the purpose of jury service without loss of pay. Proof of subpoena or the call to participate in jury service may be required by the City.

41.2 Definition: Voluntary Emergency Body & Activities

41.2.1 An Emergency Management body is a body which has a role or function in:

- a) Fire Fighting;
- b) Civil Defence;
- c) Rescue.

41.2.2 For the purpose of securing the safety of persons, animals, and/or protecting property in an emergency or natural disaster or responding to an emergency or natural disaster.

41.2.3 For the purpose of civil defence training or activities as required.

41.3 Paid Voluntary Emergency Activities

41.3.1 A City Employee as a member of an emergency management body will be released to respond to an emergency situation with no loss of pay according to the following:

- a) The City will make payment for ordinary hours only, for when the community service applies.
- b) Where an emergency occurs outside of ordinary working hours the Employee will be released from work until they have had a 10 hour break according to the provision in sub-clause 29.6.
- c) Where the Employee is required to have a 10 hour break as pursuant to clause b) the Employee will make every effort to contact their immediate Supervisor to advise of their expected time of arrival for normal duties.

41.4 Entitlement to be Absent

41.4.1 An Employee who engages in a voluntary emergency activity is entitled to be absent from the City for a period if the period consists of one or more of the following:

- a) Time when the Employee engages in the activity;
- b) Reasonable travelling time associated with the activity; and/or
- c) Reasonable rest time immediately following the activity.

41.5 Notice Requirements

41.5.1 An Employee who wants an absence from City employment for an eligible community service activity must give notice of the absence.

41.5.2 The notice:

- a) Must be given to the City as soon as reasonably practicable, which may be after the absence has started.
- b) Must advise the City of the period or expected period of the absence.

41.6 Evidence Requirements

- 41.6.1 An Employee who has given the City notice of an absence under sub-clause 41.5 must if required by the City:
- a) Provide written proof that the Employee is a member of an Emergency Management body, prior to the request for leave; and
 - b) Give the City evidence that would satisfy a reasonable person that the absence is because the Employee has been engaged in, or will be engaged in, an eligible community service activity.

41.7 Community Services Leave During Annual Leave

- 41.7.1 Should an Employee be required to perform community service while on annual leave, such annual leave may be replaced by Community Services Leave on application, within seven days of the Employee returning to work.
- 41.7.2 Replacement of paid annual leave by paid Community Services Leave shall not be made with respect to fractions of a day.
- 41.7.3 Where paid Community Services Leave has been granted by the City, that portion of annual leave equivalent to paid Community Services Leave is replaced by the paid Community Services Leave and shall be added to the balance of accumulated leave.
- 41.7.4 Replaced annual leave shall exclude the 17.5% loading.

42. Study Leave

- 42.1 Study leave is defined as approved leave for the purposes of studying an approved Tertiary (University or TAFE) course where an examination is required to complete the course requirements.
- 42.2 Study leave applications require the approval of the City.
- 42.3 Each application will be assessed on its merits, based on the benefits to the Employee and the City. It is expected that the annual performance appraisal process will identify and approve relevant courses of study for budgeting purposes.
- 42.4 Study leave is available to all permanent staff and excludes casual staff.
- 42.5 Study leave grants up to 2 days paid leave in addition to all other leave provisions for each examination up to a maximum of six (6) days, or three (3) examinations, per year.
- 42.6 Study Leave is to be taken for the day of the examination and the day preceding the examination.
- 42.7 Should the examination fall on a day after a weekend or public holiday, no allocation of a paid study leave day will be allocated to the day preceding the examination day, unless rostered to work on the Sunday or public holiday preceding the examination.
- 42.8 Study leave will not be granted for re-submissions or supplementary examinations.
- 42.9 The Employee shall commit the necessary personal time to complete the course of study.
- 42.10 Should more leave be required, application should be made to the Employee's relevant Executive Director.

Part F – Other Conditions

43. Redundancy and Redeployment

43.1 Redundancy

43.1.1 Where an Employee's position becomes redundant as a result of workplace change, unsuccessful competitive tendering, restructure, amalgamation, privatisation or closure of sections or section of the work force covered by this Agreement, the following shall apply:

- a) If an Employee's position is to be made redundant or offered a redundancy, that Employee shall be presented by the City with detailed workings of the full entitlement due to the Employee upon termination, including accrued entitlements, prior to the Employee accepting the redundancy.

43.1.2 The Parties recognise that if an Employee's position is made redundant, then the Employee shall receive the following benefits upon leaving the organisation:

- a) 12 weeks' notice, with 7.6 hours per week paid leave to seek other employment. The City only provides this during the notice period of termination. The 7.6 hours per week need not be consecutive.
- b) An additional one week's pay or notice, if the Employee is 45 years of age or over.
- c) Redundancy pay based on completed years of service with the City as follows:
 - i. Employees with 12 months service but less than 2 years' service are entitled to a redundancy payment equivalent to four (4) weeks' pay plus all unused leave entitlements and any accrued long service leave entitlements that may be able to be paid out under the Local Government (Long Service Leave) Regulations.
 - ii. Employees who have served more than 2 years are entitled to three (3) weeks' pay for each completed year of service up to a maximum of 52 weeks plus all unused leave entitlements.

43.1.3 The Employee may elect to work less than the twelve (12) weeks' notice and still enjoy the benefits of sub-clause 43.1.2a) and 43.1.2b) of this clause however, Employee's shall only receive payment for that much of the notice period that the Employee works.

43.1.4 This clause shall not apply to casual Employees or those employed on contracts for specific periods or projects.

43.2 Redeployment

43.2.1 Where an opportunity is identified by the organisation for redeployment at a lower level and the Employee accepts the position, the reclassification at the lower level will apply, however a 12- week period of grace will apply where benefits will be maintained.

43.2.2 During this period the Employee will assess their appropriateness for the new role and shall have the option during these 12 weeks to claim redundancy.

43.2.3 Any period spent in redeployment, after which the Employee reverts to redundancy, shall count towards the 12 weeks' notice period.

43.2.4 The Employee shall be provided with the opportunity to undertake training and development as determined by the staff appraisal process.

43.3 Transmission of Business

43.3.1 The provisions of this clause are not applicable where a business is before or after the date of this Agreement, transmitted from an employer (in this sub-clause called the transmittor) to another employer (in this sub-clause call the transmittee), in any of the following circumstances:

- a) Where the Employee accepts employment with the transmittee which recognises the period of continuous service which the Employee had with the transmittor and any prior transmittor to be continuous service of the Employee with the transmittee; or
- b) Where the Employee rejects an offer of employment with the transmittee:
 - i. In which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the Employee at the time of ceasing employment with the transmittor; and
 - ii. Which recognises the period of continuous service which the Employee had with the transmittor, and any prior transmittor, to be continuous service of the Employee with the transmittee.

43.4 Exemptions

43.4.1 Redundancy and Redeployment as specified in clause 43.1 and 43.2 do not apply to:

- a) Employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- b) Probationary Employees;
- c) Apprentices;
- d) Trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement;
- e) Employees engaged for a specific period of time or for a specified task or tasks; or
- f) Casual Employees.

44. Employee Assistance Program

44.1 The City will continue to provide Employee Assistance Program funding, that allows confidential access to professional counselling for all Employees wishing to access such counselling to help to resolve personal problems or work-related problems.

44.2 Employees are reminded that problems primarily stemming from issues within or from the workplace should be resolved through the use of the Dispute Settlement Procedure in clause 8 of this Agreement, or other appropriate formal grievance procedures in the workplace.

45. Self-Managed Work Teams

45.1 Self-Managed Work Teams are those which:

45.1.1 Share the responsibility for a work process, in whole or in part, which delivers a product or service to an internal or external customer.

- 45.1.2 Work together to improve their operations, handle day to day problems, plan and control their work and trial new initiatives.
- 45.2 The Parties will promote the principle of empowerment by allowing Employees more scope in planning and decision making in relation to performance in areas such as, but not limited to:
 - 45.2.1 Safety;
 - 45.2.2 Productivity;
 - 45.2.3 Quality;
 - 45.2.4 Timely service delivery;
 - 45.2.5 Resource utilisation;
 - 45.2.6 Training;
 - 45.2.7 Process improvements;
 - 45.2.8 Scheduling people; and
 - 45.2.9 Work assignments.
- 45.3 The Parties are committed to undertake the necessary training and identification of resources required for the implementation of self-managed work teams.
- 45.4 The primary role of the organisation in the development of self-managed work teams is to:
 - 45.4.1 Provide vision;
 - 45.4.2 Transfer management responsibilities and authority to teams;
 - 45.4.3 Facilitate external relationships;
 - 45.4.4 Provided resources;
 - 45.4.5 Plan longer term;
 - 45.4.6 Provide training; and
 - 45.4.7 Support team members' career development.

46. Travel Reimbursement

- 46.1 An Employee who is required to travel on official City of Albany business shall use a motor vehicle from the City vehicle pool. If a vehicle is unavailable and the Employee, at the request of the City, agrees to use their own vehicle for work purposes then the Employee shall be reimbursed all expenses incurred in accordance with the rate set out in Table 1 below.

Table 1 – Motor Vehicle

Distance travelled during a year on official business	Rate c/km
Rate per kilometre	78

- 46.2 An Employee who agrees to use their four-wheel drive vehicle because of the nature of the terrain to be traversed and/or weather conditions shall be paid an allowance in addition to the allowance prescribed in 46.1. The amount of such allowance shall be fixed by agreement between the City and the Employee in the light of the particular circumstances calling for the use of a four-wheel drive vehicle.
- 46.3 The City may require an Employee to record full details of all such official travel requirements in a log book and all reimbursements must be submitted on a monthly basis, if they are not submitted monthly they may not be approved unless there are extenuating circumstances.
- 46.4 Employees who utilise their own private vehicle for business purposes without prior approval from their Line Manager shall not be entitled to reimbursement for travel costs in accordance with this clause.

47. Health and Safety in the Workplace

- 47.1 The City shall supply all Personal Protective Equipment (PPE) in accordance with the Work Health and Safety Act 2020 (WA).
- 47.2 The Workplace Health and Safety Representatives employed by the City shall have input into the selection of PPE.
- 47.3 The City is a smoke free workplace and Employees are not permitted to smoke in or around the City's buildings or vehicles.

48. Matters Relating to the Relationship Between the City and the Union

48.1 Union Information

- 48.1.1 The City agrees to provide by email to accredited WASU delegates, on a monthly basis, a list of new starters who have commenced employment at the City.
- 48.1.2 WASU delegates will have an opportunity to approach new Employees, post induction, with the purpose of providing information about joining the WASU.
- 48.1.3 A copy of the current Industrial Agreement will be provided to each new Employee at the point of engagement either in hardcopy or in electronic form via a link.

48.2 Workplace Delegates

- 48.2.1 Accredited representatives shall be:
- a) Treated with respect, fairness and have the right to perform their role as a Workplace Delegate without any adverse effect upon their employment;
 - b) Recognised by the City as speaking on behalf of WASU members in the workplace;
 - c) Able to bargain collectively on behalf of those they represent, including access to reasonable paid time to prepare and participate in enterprise bargaining negotiations;
 - d) Consulted and be provided access to reasonable information about the workplace, the business and any proposed changes;
 - e) Provided with access to reasonable paid time to represent the interests of members to the City and at the Western Australian Industrial Relations Commission;
 - f) Provided with access to reasonable paid time during normal working hours to consult with members and WASU officers/Employees;

- g) Provided access to new Employees as the WASU Workplace Delegate at the time that they commence employment;
- h) Provided reasonable access to telephone, facsimile, photocopying, internet and e-mail facilities for the purpose of carrying out their role as a Workplace Delegate and communicating with their workplace colleagues and the WASU offices;
- i) Provided the opportunity to place WASU information on a designated Union notice board in a prominent location within the workplace;
- j) The opportunity to take a paid secondment to work with the Union where this is agreed by the City; and
- k) The amount of “reasonable paid time” referred to within this agreement will be agreed between the Workplace Delegate and their Line Manager / Supervisor.

48.3 Paid Meetings

48.3.1 Subject to prior approval from the Manager, all meetings held on-site for the purpose of Employees discussing and participating in the following matters shall be paid: Industrial Agreement Bargaining, Workplace Health & Safety, Union & Industrial Relations meetings and Consultative Committees.

48.3.2 These arrangements are subject to 5 days prior notification to the Line Manager / Supervisor including a summary of matters to be discussed and anticipated duration. The 5 days' notice may be reduced by approval of the Executive Director. The 5 days' notice is only applicable where Employees need to attend meetings. For clarity the 5 days' notice does not apply to apply to WASU officials who may attend site as this will be managed in accordance with the requirements of the Industrial Relations Act 1979 (WA).

48.4 Settlement of Dispute – Training Leave

48.4.1 A Workplace Delegate shall be entitled to up to five days' leave each year to attend courses conducted or approved by the Union on the following conditions:

- a) The scope, content and level of the courses are directed to the enhancement of the operation of the settlement of dispute/dispute resolution procedure;
- b) Reasonable notice (30 days) is given by the Workplace Delegate;
- c) The taking of leave is arranged having regard to the operational requirements of the City;
- d) The Workplace Delegate taking such leave shall be paid all ordinary time earnings which normally become due and payable during the period of leave; and
- e) Leave of absence granted pursuant to this clause shall count as service for all purposes of the Agreement.

Part G – Classification Definitions

49. General Employees

General Employee Level 1

Characteristics of the level

This level is an introductory level for Employees with no previous experience in the position to be filled.

- At this level, Employees work under close direction and undertake routine activities that require the practical application of basic skills and techniques in a support role.
- General features at this level consist of performing clearly defined activities. Employees' duties at this level will be closely monitored with instruction and assistance always available.
- Freedom to act is limited by standards and procedures.
- Positions at this level will involve Employees in extensive on the job training including familiarisation with the goals and objectives of the team.
- Age from fifteen to twenty and to include any special circumstances.
- The entry point for adults with minimal skills and knowledge in local government or minimal relevant experience will be Level 1 Step 6. Progression to Level 2 for such Employees will be automatic on the completion of twelve months satisfactory service.
- Supervision of other Employees is not a feature at this level.

Requirements of the Job

Some or all of the following are needed to perform work at this level – skills, knowledge, experience, qualifications and/or training:

- developing knowledge of the position policy and practices;
- no formal qualifications required at this level;
- it is desirable that Employees are studying for an appropriate certificate;
- basic numeracy and written and verbal communication skills;
- at this level, employers are expected to offer substantial on the job training.

Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:

- undertake routine activities;
- become familiar with established practices and procedures;
- learn basic interpersonal skills.

Organisational Relationships

- works under direct supervision.

Extent of Authority

- work outcomes are closely monitored;
- freedom to act limited by work practices relevant to the area, and to specific instructions;
- assistance readily available when problems arise;
- No scope for interpretation

General Employee Level 2

Characteristics of the Level

- At this level, Employees work under close direction and undertake routine activities that require the practical application of basic skills and techniques. General features at this level consist of performing clearly defined activities with outcomes being readily attainable and clearly defined. Employees' duties at this level will be closely monitored with instruction and assistance being readily available.
- Freedom to act is limited by standards and procedures. However, with experience, Employees at this level may have sufficient freedom to exercise judgement in the planning of their own work within those confines.
- Positions initially at this level will involve Employees in extensive on the job training including familiarisation with the goals and objectives of the team.
- Employees will be responsible for the timeliness of their work and required to use basic numeracy, written and verbal communication skills.
- Supervision of other Employees is not a feature at this level.

Requirements of the Job

Some or all of the following are needed to perform work at this level – skills, knowledge, experience, qualifications and/or training:

- developing knowledge of the team/department function and operation;
- adequate knowledge of work practices and policies of the relevant work area;
- basic knowledge of procedures and equipment relevant to the work area;
- basic numeracy, written and verbal communication skills relevant to the work area;
- no formal qualifications required at this level;
- at this level, employers are expected to offer continuing on the job training;
- it is desirable that Employees are studying for an appropriate certificate or undertaking either internal or external training.

Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:

- undertake routine activities of a support nature;
- undertake straightforward operation of equipment relevant to department / team;
- provide routine information to other departments and public;
- apply established practices and procedures;
- perform general duties.

Organisational Relationships

- works under direct supervision.

Extent of Authority

- work outcomes are regularly monitored;
- freedom to act limited by standards and procedures;
- solutions to problems found in established procedures and instructions, assistance readily available.

General Employee Level 3

Characteristics of the Level

- At this level, Employees work under regular direction within clearly defined guidelines and undertake a range of activities requiring the application of acquired skills and knowledge.
- General features at this level consist of performing functions that are defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practices and procedures. Assistance will be readily available. Employees may be responsible for a minor function and/or may contribute specific knowledge and/or specific skills to the work of the employer. In addition, Employees may be required to assist senior Employees with specific projects.
- Employees will be expected to have an understanding of work procedures relevant to their work area and may provide assistance to lower classified Employees concerning established procedures. In addition Employees at this level may be required to assist in establishing procedures to meet the objectives of a minor function.
- Employees will be responsible for managing time, planning and organising their own work and may be required to oversee and/or guide the work of a limited number of lower classified Employees.
- Employees at this level could be required to resolve minor work procedural issues in the relevant work area within established constraints.
- Level 3 Step 4 is the appointment level for any graduate with a relevant three year degree who is required to undertake work related to that qualification.

Requirements of the Job

Some or all of the following are needed to perform work at this level – skills, knowledge, experience, qualifications and/or training:

- developing skills in oral, written and interpersonal communication with clients and other members of the public;
- knowledge of established work practices and procedures relevant to the work area;
- knowledge of policies, regulations and statutory requirements relating to the work area;
- understanding of clear but complex rules;
- application of techniques relevant to the work area;
- no formal qualifications required; or
- appropriate post-trade certificate relevant to the work area; or
- entry point for three year degree/Associate Diploma/appropriate certificate without experience; or
- will have attained through previous appointments or service an equivalent level of expertise and experience to undertake the range of activities required; or
- appropriate on the job training and relevant experience.

Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:

- undertake a range of activities requiring the application of established work procedures and may exercise limited initiative and/or judgement within clearly established procedures and/or guidelines;
- achieve outcomes that are clearly defined;
- operate general workplace equipment, initiate corrective action at an elementary level;

- operate and be conversant with relevant workplace equipment and utilise the functions of those systems and be proficient in their use;
- provide support requiring the exercise of sound judgement, initiative, confidentiality and sensitivity in the performance of work;
- perform tasks of a sensitive nature including the provision of more than routine information, the receiving and accounting for monies and assistance to clients/ratepayers;
- provide paraprofessional support to qualified Employees;
- oversee the work of unqualified Employees and/or take charge of a minor function within the local government;
- undertake routine inspectorial duties involving the enforcement of general by-laws/regulations, assist senior Employees with special projects;
- exercise operational responsibility for a single purpose complex;
- perform tasks requiring knowledge of established work practices and procedures relevant to the work area;
- where prime responsibility is to supervise Outside Employees:
 - plan and coordinate the activities of Employees within a single works function of local government;
 - supervise the day-to-day operation of a minor works project;
 - responsible for a minor works project/programme;
- where prime responsibility lies in a technical field:
 - apply established practices and procedures in the conduct of a range of technical activities including the fields of construction, engineering, survey and horticulture;
 - responsible for a minor project.

Organisational Relationships

- where relevant, supervise minor works programmes/projects;
- works under regular supervision;
- oversee and guide a limited number of lower classified Employees

Extent of Authority

- work outcomes monitored;
- freedom to act within established guidelines;
- solutions to problems may require the exercise of limited judgement, with guidance to be found in procedures, precedents, guidelines. Assistance available when problems occur.

General Employee Level 4

Characteristics of the Level

- At this level Employees work under general direction in the application of procedures, methods, and guidelines which are well established. However, graduates initially appointed at this level will be under direct supervision of a senior Employee.
- General features of this level involve solving problems of limited difficulty using knowledge, judgement and work organisational skills acquired through qualifications and/or previous work experience. Assistance is available from senior Employees. Employees may receive instruction on the broader aspects of the work. In addition, Employees may provide assistance to lower classified Employees.

- Positions at this level allow Employees the scope for exercising initiatives in the application of established work procedures.
- At this level Employees may be required to supervise. Employees with Supervisory responsibilities may undertake some complex operational work and may undertake planning and coordination of activities within the work area.
- Employees will be responsible for managing and planning their own work and that of subordinate Employees and may be required to deal with formal disciplinary issues within the work area.
- Supervisors should have a basic knowledge of the principles of human resource management and be able to assist subordinate Employees with on-the-job-training.
- It is desirable that three year degree holders shall progress to this level after the completion of twelve months service at the top of Level 3, after obtaining relevant experience and a satisfactory degree of competence. This is the appointment level for any graduate with a relevant four year degree who is required to undertake work related to that qualification.
- Employees with certificate qualifications relevant to the work area may be promoted to this level once they have obtained the appropriate certificate and have had relevant satisfactory service and undertake work related to the responsibilities under this level.

Requirements of the Job

Some or all of the following are needed to perform work at this level – skills, knowledge, experience, qualifications and/or training:

- thorough knowledge of work activities performed within the work area;
- sound knowledge of procedural/operational methods of the work area;
- may utilise professional, specialised or technical knowledge;
- working knowledge of statutory requirements relevant to the work area;
- ability to apply computing concepts;
- entry level for four year degree in the relevant discipline; or
- entry level for three year degree plus graduate diploma in the relevant discipline; or
- associate diploma with experience; or
- three year degree plus one year professional experience in the relevant discipline; or
- appropriate certificate with relevant experience; or
- attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required.

Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:

- undertake responsibility for various activities in a specialised area and/ or components of the works programme;
- exercise responsibility for a function within the work area;
- assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of the Employee;
- supervise the work of other paraprofessional Employees;

- regularly undertake general inspections to enforce compliance with various acts, regulations, local laws and policies;
- advise landholders/local authorities/government Employees on eradication/control techniques and measures and inform them of their obligations under the relevant legislation;
- provide advice on requirements for compliance with the relevant acts, codes, regulations, standards, local laws, and Council policies. Undertake inspections;
- undertake minor development assessment duties;
- exercise operational responsibility for a multipurpose complex;
- coordinate elementary community service programmes or a single programme at a more complex level;
- plan and coordinate elementary community based projects/programmes;
- perform moderately complex functions including social planning, demographic analysis, survey design and analysis;
- provide support requiring a high degree of judgement, initiative, confidentiality and sensitivity in the performance of work;
- proficient in the operation of equipment to enable modification or correction of and/or the identification of operational problems;
- where prime responsibility lies in a professional field, Employees at this level would undertake at least some of the following:
 - undertake some minor phase of a broad or more complex assignment;
 - provide assistance to senior Employees;
 - perform duties of a specialised nature;
- where the prime responsibility is to supervise the work of Outside Employees, supervision may extend to several elements of the work:
 - plan and coordinate minor works;
 - exercise responsibility for a number of minor works and determine objectives for the functions under their control;
- where the prime responsibility lies in a technical field, Employees at this level:
 - perform moderately complex functions in various fields including construction, engineering surveying and horticulture;
 - assist and review work done by subordinate Employees.

Organisational Relationships

- graduates work under direct supervision;
- works under general supervision;
- supervision of other Employees;
- operate as a member of a professional team

Extent of Authority

- may set outcome/objectives for specific projects;
- graduates receive instructions on the broader aspects of the work;
- freedom to act within defined established practices;

- problems can usually be solved by reference to procedures, documented methods and instructions. Assistance is available when problems occur.

General Employee Level 5

Characteristics of the Level

- At this level, Employees work under general direction in functions that require the application of skills and knowledge appropriate to the work. Guidelines and work procedures are generally established.
- General features at this level require the application of knowledge and skills which are gained through qualifications and/or previous experience in the discipline. Employees will be expected to contribute knowledge in establishing procedures in the appropriate work related field. In addition Employees at this level may be required to supervise various functions within a work area or activities of a complex nature.
- Positions may involve a range of work functions that could contain a substantial component of supervision or require Employees to provide specialist expertise/advice in their relevant discipline.
- Work at this level requires a sound knowledge of programme, activity, operational policy or service aspects of the work performed within a function or a number of work areas.
- Employees require skills in managing time, setting priorities, planning and organising own work and that of subordinate Employees, where supervision is a component of the position, to achieve specific objectives.
- Employees will be expected to set outcomes and further develop work methods where general work procedures are not defined.

Requirements of the Job

Some or all of the following are needed to perform work at this level – skills, knowledge, experience, qualifications and/or training:

- knowledge of statutory requirements relevant to work area;
- knowledge of team procedures, policies and activities;
- sound discipline knowledge gained through previous experience, training or education;
- knowledge of the role of departments within the local government and/or service functions;
- specialists require an understanding of the underlying principles in the relevant disciplines;
- relevant four year degree with two years relevant experience or three year degree with three years of relevant experience; or
- associate diploma with relevant experience; or
- lesser formal qualifications with substantial years of relevant experience; or
- attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required.

Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:

- undertake activities that may require the Employee to exercise judgement and/or contribute critical knowledge and skills where procedures are not clearly defined;
- exercise responsibility for various functions within the work area;
- identification of specific or desired performance outcomes;
- contribute to interpretation and administration of matters for which there are no clearly established procedures;

- provide support of a complex nature to senior Employees;
- ensure plans, permits, applications comply with appropriate legislation;
- manage a multipurpose complex;
- undertake a wide range of activities associated with programme, activity or service delivery;
- where the prime responsibility lies in a professional field, Employees at this level would undertake at least some of the following:
 - liaise with other professionals at a technical level;
 - discuss techniques, procedures and/or results with clients on straight forward matters;
 - lead a team within a discipline related project and/or a works programme;
 - provide a reference, research, and/or technical information service including the facility to understand and develop technologically based systems;
 - carry out a variety of activities requiring initiative and judgement in the selection and application of established principles, techniques and methods;
 - perform a range of planning functions exercising knowledge of statutory and legal requirements;
 - assist senior Employees with the planning and coordination of a community programme of a complex nature;
 - undertake duties in the relevant disciplines utilising knowledge of procedures and statutory requirements relevant to the work area.
- where the prime responsibility is to supervise the work of Outside Employees, Employees at this level:
 - exercise responsibility for work groups including the completion of work assignments, standards of work quality and/or compliance with regulations, codes and specifications;
 - assist senior Employees with the establishment of work programmes of a complex nature;
 - responsible for part of the works programme budget.
- Where the prime responsibility lies in a technical field, Employees at this level:
 - undertake projects which impact on the teams and/or departments programmes;
 - carry out a variety of activities in the field of technical operation requiring initiative and judgement in the selection and application of established principles, techniques and methods.

Organisational Relationships

- works under general direction;
- supervises subordinate Employees/contractors or works in a specialised field.

Extent of Authority

- required to set outcomes within defined constraints;
- provides specialist technical professional advice;
- freedom to act governed by clear objectives and/or budget constraints;
- solutions to problems generally found in precedents, guidelines or instructions. Assistance usually available.

General Employee Level 6

Characteristics of the Level

- At this level Employees are subject to general direction from senior Employees. Employees undertake a range of functions requiring the application of a high level of knowledge and skills to achieve results in line with departmental and/or the employer's goals.
- Employees adhere to established work practices. However, they may be required to exercise initiative and judgement where practices and direction are not clearly defined.
- General features at this level indicate the involvement in establishing team/departmental programmes and procedures. Positions will include a range of work functions and may involve the supervision of a team or in the case of small local governments a department. Work may span more than one discipline. In addition, Employees at this level may be required to assist in the preparation of or prepare the departmental budget. Employees at this level will be required to provide expert advice to lower classified Employees.
- Positions at this level demand the application of knowledge that is gained through qualifications and/or previous experience in the discipline. In addition, Employees will be required to set priorities and monitor workflows in their area of responsibility (may include establishing work programmes in small local governments).
- Employees are required to set project priorities, plan and organise their own work and that of subordinate Employees and establish the most appropriate operational methods for the team/department. In addition, interpersonal skills are required to gain the cooperation of clients and Employees.
- Employees responsible for projects and/or functions will be required to establish outcomes to achieve departmental/local government goals. Specialists may be required to provide multi-disciplinary advice.

Requirements of the Job

Some or all of the following are needed to perform work at this level – skills, knowledge, experience, qualifications and/or training:

- knowledge of departmental programmes, policies and activities;
- sound discipline knowledge gained through experience;
- sound knowledge of the role of the employer's structure and service;
- relevant degree with relevant experience; or
- associate diploma with substantial experience; or
- less formal qualifications with specialised skills sufficient to perform at this level; or
- attained through previous appointments, service and/or study an equivalent level of experience and expertise to undertake the range of activities required.

Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:

- responsible for a range of functions within the team and/or department requiring a high level of knowledge and skills;
- undertake responsibility for a moderately complex project;
- undertake a minor phase of a broader or more complex professional assignment;
- assist with the preparation or prepare departmental or team budgets;
- set priorities and monitor workflow in areas of responsibility;

- provide expert advice to lower classified Employees;
- exercise judgement and initiative where procedures not clearly defined;
- operate as a specialist Employee in the relevant discipline where decisions made and taken rest with the Employee with no reference to a senior Employee;
- plan, coordinate and administer the operation of a multi-purpose complex including financial management and reporting;
- undertake analysis/design for the development and maintenance of projects and/or undertake programming in specialist areas: may exercise responsibility for a specialised area of the employer's operation;
- understanding all areas of equipment operation to enable the provision of advice and assistance when non- standard procedures/processes are required;
- undertake publicity assignments within the framework of the employer's publicity and promotions programme. Such assignments would be of limited scope and complexity but would involve the coordination of facets of the total programme including media liaison, design and layout of publications/displays and editing;
- where the prime responsibility lies in a professional field, Employees at this level, would undertake at least some of the following:
 - under general direction undertake tasks of a specialised and/or detailed nature;
 - provide reports on progress of project activities including recommendations;
 - exercise professional judgement within prescribed areas that may include supervision of the function;
 - carry out planning studies for particular projects including aspects of design, formulation of policy, implementation procedures and presentation;
 - exercise a high level of interpersonal skills in dealing with the public and other organisations;
 - plan, develop and operate a community service programme of a moderately complex nature;
 - exercise responsibilities for various functions within a work area including compliance with regulations, codes and procedures;
- where prime responsibility is to supervise Outside Employees, Employees at this level:
 - exercise operational responsibility for works programmes;
 - exercise judgement and initiative where procedures not clearly defined;
 - establish work programmes in small local government;
- where prime responsibility lies in a technical field:
 - leads teams on moderately complex technical projects;
 - exercise significant initiative and judgement in the selection and application of established principles, techniques;
 - supervise the work of other Employees;
 - provide reports to management and/or recommendations on technical suitability of equipment procedures, processes and results.

Organisational Relationships

- works under general direction;
- supervise other Employees.

Extent of Authority

- exercise a degree of autonomy;
- control projects and/or programmes;
- set outcomes for subordinates;
- establish priorities and monitor workflow in areas of responsibility;
- solutions to problems can generally be found in documented techniques, precedents and guidelines or instructions. Assistance is available when required.

General Employee Level 7

Characteristics of the Level

- At this level, Employees operate under limited direction from senior Employee(s) and undertake a range of functions for which operational policies, practices and guidelines may need to be developed.
- General features at this level allow Employees the scope to influence the operational activities of the team, department and/or local government. Employees at this level will be expected to contribute to the management of the team and/or department, assist/prepare budgets, establish procedures and work practices. In addition, Employees at this level will be required to provide expert advice to lower classified Employees.
- Positions at this level may be required to have responsibility for decision making in their particular work area and the provision of expert advice. Employees will be required to provide consultation and assistance relevant to the work team and/or department. Employees will be required to set outcomes for the work area for which they are responsible so as to achieve the objectives of the department and/or local government.
- Employees may exercise managerial responsibility for a work area, a large work programme, work independently as specialists or may be a senior member of a single discipline project team or provide specialist support to a range of programmes/activities.
- Impact of activities undertaken or achievement of stated outcomes/objectives for the work area may identify positions at this level.
- Managing time is essential so outcomes can be achieved. A high level of interpersonal skills is required to resolve organisational issues, negotiate contracts, develop and motivate subordinate Employees. Understand and implement effective human resource management practices.

Requirements of the Job

Some or all of the following are needed to perform work at this level – skills, knowledge, experience, qualifications and/or training:

- discipline/specialist skills and/or supervision/management abilities exercised within a multi-disciplinary or major single function operation;
- discipline knowledge gained through experience, training or education;
- appreciation of the long term goals of the organisation;
- detailed knowledge of programme activities and work practices relevant to the work area;
- knowledge of organisation structure or functions;
- comprehensive knowledge of the employer's policies relevant to the team/department;
- comprehensive knowledge of statutory requirements relevant to the discipline;
- degree with substantial experience; or
- associate diploma with substantial experience; or

- lesser formal qualifications with a combination of experience, expertise and competence sufficient to perform the duties required at this level.

Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:

- undertake significant projects and/or functions involving the use of analytical skills;
- provide advice on matters of complexity within the work area and/or discipline;
- undertake a range of duties within the work area, including problem definition, planning and the exercise of judgement;
- provide advice on policy matters and contribute to their development;
- negotiate on matters of significance within the team and/or department, with other bodies and/or members of the public;
- control and coordinate a work area within budgetary constraints;
- exercise a degree of autonomy, within budgetary constraints, in establishing the operation of the work area;
- undertake duties that involve more than one discipline;
- provide a consultancy service for a range of activities;
- where prime responsibility lies in a professional field an Employee at this level, would undertake at least some of the following:
 - provide support to a range of activities or programmes;
 - control and coordinate projects;
 - contribute to the development of new procedures and methodology;
 - provide expert advice/assistance relevant to the discipline;
 - supervise/manage the operation of a work area;
 - supervise on occasions other professional Employees within the discipline;
 - provide consultancy services for a range of activities.
- where prime responsibility is to supervise Outside Employees, Employees at this level:
 - control and coordinate the works programme within budgetary constraints;
 - supervise large outside work force and/or contractors;
 - exercise a degree of autonomy, within budgetary constraints, in establishing works programmes;
- where the prime responsibility is in a technical field, Employees at this level:
 - undertake duties that involve more than one discipline;
 - contribute to the development of new techniques and methodology;
 - provide a consultancy service for a range of activities

Organisational Relationships

- works under limited direction;
- supervision of Employees; and/or contractors.

Extent of Authority

- may manage a work area;

- exercise a degree of autonomy (advice available on complex or unusual matters);
- manage significant projects and/or functions and/or works programmes.

General Employee Level 8

Characteristics of the Level

- At this level, Employees operate under limited direction and exercise managerial responsibility for various functions within the department and/or local government or operate as a specialist, a member of a specialised professional team, or independently.
- General features at this level require Employees' involvement in establishing operational procedures which impact on activities undertaken and outcomes achieved by the employer and/or activities undertaken by teams of the community served by the local government. Employees will also be required to monitor policies and activities within the work area.
- Employees are involved in the formation/establishment of programmes, the procedures and work practices within the department and will be required to provide assistance to other Employees, teams and/or departments.
- Positions at this level will demand responsibility for decision making and the provision of expert advice to other areas of the local government. Employees would be expected to undertake the control and coordination of a team, department and/or significant work area. Employees require a good understanding of the long- term goals of the employer.
- In addition positions at this level may be identified by the level of responsibility for decision making, the exercise of judgement and delegated authority and the provision of expert advice.
- The management of Employees is normally a feature at this level and Employees are responsible for a significant work area. Employees are required to set outcomes in relation to their team and/or function and may be required to negotiate matters on behalf of the work area.

Requirements of the Job

Some or all of the following are needed to perform work at this level – skills, knowledge, experience, qualifications and/or training:

- comprehensive knowledge of the employer's policies and procedures;
- application of a high level of discipline knowledge;
- qualifications are generally beyond those normally acquired through tertiary education alone, typically acquired through completion of higher education qualifications to degree level and extensive relevant experience; or
- lesser formal qualifications with acquisition of considerable skills and extensive relevant experience to an equivalent standard; or
- a combination of experience, expertise and competence sufficient to perform the duties required at this level.

Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:

- undertake managerial or specialised functions under a wide range of conditions to achieve results in line with divisional/corporate goals;
- exercise managerial control, involving the planning, direction, control and evaluation of operations that include providing analysis and interpretation for either a major single discipline or multi discipline operation;

- develop work practices and procedures for various projects;
- establish work area outcomes;
- prepare budget submissions for senior Employees and/or the employer;
- develop and implement significant operational procedures;
- review operations to determine their effectiveness;
- develop appropriate methodology and apply proven techniques in providing specialised services;
- where prime responsibility lies in a professional field Employees at this level, would undertake at least some of the following:
 - control and coordinate projects within an organisation in accordance with corporate goals;
 - provide advice on policy matters and contribute to its development;
 - provide a consultancy service to a wide range of clients;
 - functions may involve complex professional problem solving;
- where prime responsibility is to supervise Outside Employees, Employees at this level:
 - develop and implement significant works programmes;
 - review operations to determine their effectiveness;
- where prime responsibility is in a technical field, Employees at this level:
 - develop appropriate methodology and apply proven techniques in providing specialised technical services;
 - exercise significant levels of initiative in the accomplishment of technical objectives.

Organisational Relationships

- works under limited direction;
- normally supervises other Employees and establishes and monitors work outcomes.

Extent of Authority

- manage work area of the local government or work programmes;
- has significant delegated authority;
- decisions and actions taken at this level may have significant effect on programme/projects/work areas being managed.

General Employee Level 9

Characteristics of the level

- At this level, Employees are subject to broad direction from senior Employees and exercise managerial responsibility for a department/local government's relevant activity. In addition, Employees may operate as a senior specialist providing multi-functional advice to either various departments or directly to the employer.
- General features of this level require the Employees' involvement in the initiation and formulation of extensive projects/programmes that impact on the employer's goals and objectives. Employees are involved in the identification of current and future options and the development of strategies to achieve desired outcomes.
- Additional features include providing financial, specialised, technical and professional and/or administrative advice on policy matters within the department and/or the local government.

- In addition Employees will be required to develop and implement techniques, work practices and procedures in all facets of the work area to achieve corporate goals.
- Employees at this level require a high level of proficiency in the application of theoretical or scientific approaches in the search of optimal solutions to new problems and opportunities that may be outside of the original field of specialisation.
- Positions at this level will demand responsibility for decision making within the constraints of divisional/corporate policy and require the Employee to provide advice and support to other areas of the local government. Employees at this level will have significant impact upon the employer's policies and programmes and will be required to provide initiative, the ability to formulate, implement, monitor and evaluate projects and/or programmes.
- Positions at this level may be identified by the significant independence of action within the constraints of departmental or corporate policy.

Requirements of the Job

Some or all of the following are needed to perform work at this level – skills, knowledge, experience, qualifications and/or training:

- detailed knowledge of the employer's policy, programmes and the procedures and practices;
- high level of discipline knowledge;
- detailed knowledge of statutory requirements;
- Qualifications are generally beyond those normally acquired through a degree course and experience in the field of specialist expertise. (Could be acquired through further formal qualifications in field of expertise or in management); or
- lesser formal qualifications together with the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard; or
- a combination of experience, expertise and competence sufficient to perform the duties of the position.

Responsibility

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:

- undertake work of significant scope and/or complexity. Major portion of the work requires initiative;
- undertake duties of innovation, novel and/or critical nature with little or no professional direction;
- undertake functions across a range of administrative, specialist or operational areas which include specific programmes/activities, management of service delivery and the provision of high level advice;
- provide specialist advice on policy matters and contribute to the development/review of policies;
- manage extensive projects/programmes in accordance with departmental/corporate goals. This may require the development, implementation and evaluation of those goals;
- administer complex policy and programme matters;
- offer consultancy service;
- evaluate and develop/revise methodology techniques and/or the application of a high level of analytical skills in the attainment and satisfying of the employer's objectives;
- where the prime responsibility is in a professional field Employees at this level, would undertake at least some of the following:
- contribute to the development of operational policy;
- assess and review the standards and work of other professional personnel/external consultants;

- initiate and formulate departmental/local government programmes;
- implement the employer's objectives within corporate goals;
- develop and recommend on-going plans and programmes for department/local government;
- ensure the outcome of work of significant scope and/or complexity;
- where prime responsibility is in the supervision of Outside Employees, Employees at this level:
- establish, control and organise ongoing plans and programmes for department/local government;
- administer complex policy and works programme matters;
- where prime responsibility lies in the technical field, Employees at this level:
 - conduct technical support programmes and sub-programmes within the framework of the employer's operating programme;
 - offer consultancy service;
 - ongoing evaluation and the development/revision and methodology/techniques and/or the application of a high level of analytical skills in the attainment and satisfying of technical objectives.

Organisational Relationships

- works under broad direction.

Extent of Authority

- manage a work area of the local government at a higher level of ability;
- authority to implement and initiate change in area of responsibility within organisational goals and constraints;
- exercise control of organisational elements, accountable for the quality, effectiveness, cost and timeliness of programmes/projects under their control;
- solutions to problems require analytical approach and elements of development and creativity within the scope of divisional/corporate policies. Methods, procedures and processes are less well defined and Employees are expected to contribute to their development and adaptation.

50. Daycare Employees

Daycare Employee Level 1

Daycare Support Employees Level 1	
Grade 1	
Definition	An untrained ancillary Employee employed to clean or work as a kitchen hand.
Responsibilities	<ul style="list-style-type: none"> • Is responsible for the quality of the Employee’s own work subject to direct supervision; • Works under direct supervision either individually or in a team environment; and • Exercises discretion within the level of the Employee’s skills in the performance of tasks.

Daycare Support Employees Level 1	
Grade 2	
Definition	An untrained ancillary Employee who is employed to undertake cooking and gardening duties.
Responsibilities	<ul style="list-style-type: none"> • Works under routine supervision either individually or in a team environment; • Is responsible for assuring the quality of the Employee’s own work routine subject to supervision; • Is required to exercise discretion during the course of their work; • Responsible for menu development and required to undertake Foodsafe training.
Salary	<ul style="list-style-type: none"> • An Employee at this level is entitled to incremental progression to pay level 1.4.

Daycare Employee Level 2

Assistant Educator	
Definition	<ul style="list-style-type: none"> • This is an Employee who: • Has completed or is completing AQF Certificate III: and • Is working under routine supervision, engaged to assist in the supervision and care of children and generally to assist in the functioning of the centre
Responsibilities	<ul style="list-style-type: none"> • Maintain a clean, hygienic environment; • Develop awareness of and assist in maintenance of the health and safety of the children in care; • Maintain and attend to own personal hygiene; • Assist in providing for the nutritional needs of the children; • Respond to child’s apparent ill health under guidance of Supervisor; • Respond to accident, emergency or threat; • Interact positively and appropriately with children;

Daycare Employee Level 2

	<ul style="list-style-type: none"> • Assist in the implementation of children’s programs under supervision; • Assist to prepare an environment based on programme requirements; • Assist in the implementation of daily care routines; • Contribute to team approach; • Seek to further professional development; • Liaise effectively with parents with guidance from their Supervisor; • Uphold the Centre’s philosophy; • Develop awareness of and assist in the maintenance and care of buildings and equipment
Additional duties	<ul style="list-style-type: none"> • Additional duties of an Employee at this level with more than 1 years’ experience in the industry may include the following: • Assist in the development and facilitation of programmes suited to the needs of individual children and groups; • Provide input to trained staff by observations of individual children and groups; • Work under direction with individual children with special needs.
Salary	<ul style="list-style-type: none"> • An Employee at this Level is entitled to incremental progression to pay level 2.9 based on age

Daycare Employee Level 3

<i>Assistant Educator (Cert 3 / Cert 4 & Diploma)</i>	
Definition	<p>This is an Employee who:</p> <ul style="list-style-type: none"> • Has completed AQF Certificate III in Children’s Services or an equivalent qualification; and • Possesses, in the opinion of the employer, sufficient knowledge or experience to perform the duties at this level.
Responsibilities	<ul style="list-style-type: none"> • Maintain a clean, hygienic environment; • Maintain and attend to personal hygiene of children; • Maintain and attend to own personal hygiene; • Attend to nutritional needs of children; • Respond to child’s apparent ill-health; • Respond to accident, emergency or threat; • Implement routines which enhance well-being; • Interact positively and appropriately with children; • Participate in the planning and preparation of programmes;

Daycare Employee Level 3

	<ul style="list-style-type: none"> • Assist to prepare an environment based on programme requirements; • Assist in the implementation of programmes; • Contribute to team approach; • Seek to further professional development; • Liaise effectively with parents; • Uphold the Centre’s philosophy; • Participate in appropriate administrative processes; • Contribute to maintenance and care of buildings and equipment; • Implement Centre policies and procedures.
Additional duties	<ul style="list-style-type: none"> • Assist in the preparation, implementation and evaluation of developmentally appropriate programs for individual children or groups; • Responsible for recording observations of individual children or groups for program planning purposes for qualified staff; • Under direction, work with individual children with particular needs; • Assist in the direction of untrained staff; • Undertake and implement the requirements of quality assurance; and • Work in accordance with food safety regulations.
Salary	<ul style="list-style-type: none"> • Subject to this Agreement, an Employee at this level who holds the AQF Certificate III is entitled to incremental progression to pay level 3.3. <p>However:</p> <ul style="list-style-type: none"> • An Employee at this level who holds a relevant AQF Certificate IV or equivalent and who exercises skills and competencies beyond those required for AQF Certificate III in the ongoing performance of their work must be paid no less than the rate prescribed for pay Level 3.4; • An Employee at this level who has completed an AQF Diploma in Children’s Services or equivalent, and who applies skills and knowledge acquired beyond the competencies required for AQF Certificate III in the on-going performance of their work, must be paid no less than the rate prescribed for pay Level 3.5.

Daycare Employee Level 4

Qualified Educator	
Definition	<p>This is an Employee who:</p> <ul style="list-style-type: none"> • Has completed AQF Diploma in Children’s Services or an equivalent qualification; <p>and</p>

Daycare Employee Level 4

	<ul style="list-style-type: none"> • Possesses, in the opinion of the employer, sufficient knowledge or experience to perform the duties at this level.
<p>Responsibilities</p>	<ul style="list-style-type: none"> • Maintain a clean, hygienic environment; • Maintain and attend to personal hygiene of children; • Maintain and attend to own personal hygiene; • Attend to nutritional needs of children; • Respond to child’s apparent ill-health; • Respond to accident, emergency or threat; • Implement routines which enhance well-being; • Interact positively and appropriately with children; • Participate in the planning and preparation of programmes; • Assist to prepare an environment based on programme requirements; • Assist in the implementation of programmes; • Contribute to team approach; • Seek to further professional development; • Liaise effectively with parents; • Uphold the Centre’s philosophy; • Participate in appropriate administrative processes; • Contribute to maintenance and care of buildings and equipment; • Implement Centre policies and procedures.
<p>Additional duties</p>	<ul style="list-style-type: none"> • Responsible, in consultation with the Assistant Director/Director for the preparation, implementation and evaluation of a developmentally appropriate program for individual children or groups of children in care; • Responsible for the direction and general supervision of other Employees up to CSE Level 3; • Responsible to the Assistant Director/Director for the supervision of students on placement; • Ensure a safe environment is maintained for both staff and children; • Ensure that records are maintained accurately for each child in their care; • Develop, implement and evaluate daily care routines; • Ensure the centre or service’s policies and procedures are adhered to; and • Liaise with families. <p>A person working as a Qualified Educator may be appointed to act as a Certified Supervisor and Responsible Person pursuant to the Education and Care Services</p>

Daycare Employee Level 4

	National Law (WA) Act 2012 and the Education and Care Services National Regulations 2012.
Salary	<ul style="list-style-type: none"> Subject to this Agreement, an Employee at this level is entitled to incremental progression to pay level 4.3

Daycare Employee Level 5: Part A

<i>Manager Relief</i>	
Definition	<ul style="list-style-type: none"> This is an Employee who has completed an [AQF 5] Diploma in Children’s Services or equivalent, and/or appointed as either a relief Manager of a service:
Responsibilities	<ul style="list-style-type: none"> Maintain a clean, hygienic environment; Maintain and attend to personal hygiene of children; Maintain and attend to own personal hygiene; Attend to nutritional needs of children; Respond to child’s apparent ill-health; Respond to accident, emergency or threat; Implement routines which enhance well-being; Interact positively and appropriately with children; Participate in the planning and preparation of programmes; Assist to prepare an environment based on programme requirements; Assist in the implementation of programmes; Contribute to team approach; Seek to further professional development; Liaise effectively with parents; Uphold the Centre’s philosophy; Participate in appropriate administrative processes; Contribute to maintenance and care of buildings and equipment; Implement Centre policies and procedures.
Additional duties	<ul style="list-style-type: none"> Co-ordinate and direct the activities of Employees engaged in the implementation and evaluation of developmentally appropriate programs; Contribute, through the Manager, to the development of the centre or service’s policies; Coordinate centre operations including Occupational Health and Safety, program planning, staff training;

Daycare Employee Level 5: Part A

	<ul style="list-style-type: none"> • Take responsibility for the day-to-day management of the centre or service in the temporary absence of the Manager and for management and compliance with licensing and all statutory and quality assurance issues; and • Generally supervise all Employee within the service; • Coordinating the activities of more than one group; • Supervise staff, trainees and students on placement; • Assist with administrative functions as directed by the Manager.
Salary	<ul style="list-style-type: none"> • Subject to this Agreement, an Employee at this level is entitled to incremental progression to pay level 5.3. <p>However:</p> <ul style="list-style-type: none"> • An Employee at this level who holds a relevant AQF Advanced Diploma must be paid no less than CSE Level 5.4

Daycare Employee Level 5: Part B

Manager Relief	
Definition	<ul style="list-style-type: none"> • This is an Employee who has completed an AQF Diploma in Children’s Services or equivalent, and/or is appointed as either a relief Manager of a service:
Responsibilities	<ul style="list-style-type: none"> • Respond to accident, Emergency or threat; • Contribute to team approach; • Seek to further professional development; • Liaise effectively with parents; • Uphold the Centre’s philosophy; • Participate in appropriate administrative processes; • Contribute to maintenance and care of buildings and equipment; • Implement Centre policies and procedures • Contribute, through the Manager, to the development of the centre or service’s policies; • Coordinate centre operations including Occupational Health and Safety, program planning, staff training; • Generally supervise all Employees within the service; • Coordinating the activities of more than one group.
Additional duties	<p>Manager relief includes the following duties and duties mentioned above:</p> <ul style="list-style-type: none"> • Supervise the implementation of developmentally appropriate programs for children;

Daycare Employee Level 5: Part B

	<ul style="list-style-type: none"> • Maintain day-to-day accounts and handle all administrative matters; • Ensure that the centre or service adheres to all relevant regulations and statutory requirements; • Ensure that the centre or service meets or exceeds quality assurance requirements; • Liaise with families and outside agencies; • Provide professional leadership and development to staff; • Maintain policies and practices for the centre or service, • Is appointed to act as the Certified Supervisor and Responsible Person pursuant to the Education and Care Services National Law (WA) Act 2012 and the Education and Care Service National Regulations
Salary	<ul style="list-style-type: none"> • Staff acting as relief managers who provide block relief for Managers on leave will be paid at manager relief Level 5.5 to 5.8. • The Day Care Manager based on AQF certification, demonstrated skills, abilities and years of experience determines relief manager salary levels. Automatic incremental progression is not a guaranteed right for Employees acting as relief managers.

Daycare Services Employee Level 6

Manager Level 6	
Definition	<p>A Manager is an employee who holds:</p> <ul style="list-style-type: none"> • A relevant Degree, or • An AQF Advanced Diploma, or • A Diploma in Children’s Services, or • A Diploma in Out of Hours Care, or • Is a person possessing such experience, or holding such qualifications deemed by the employer to be appropriate to the position.
Responsibilities	<ul style="list-style-type: none"> • Supervise the implementation of developmentally appropriate programs for children; • Recruit staff in accordance with relevant regulations; • Maintain day-to-day accounts and handle all administrative matters; • Ensure that the centre or service adheres to all relevant regulations and statutory requirements; • Ensure that the centre or service meets or exceeds quality assurance requirements; • Liaise with families and outside agencies; • Formulate and evaluate annual budgets; • Liaise with management committees; • Provide professional leadership and development to staff;

Daycare Services Employee Level 6

	<ul style="list-style-type: none">• Develop and maintain policies and practices for the centre or service,• Is appointed to act as the nominated Supervisor and Responsible Person pursuant to the Education and Care Services National Law (WA) Act 2012 and the Education and Care Services National Regulations 2012.
Salary	<ul style="list-style-type: none">• A Manager is an Employee appointed as the manager of Albany Day Care service licensed for 60 or more children and paid at the Level 6.1 to 6.3 salary range depending on skills and experience.

51. Outside Employees

51.1 Level Matrix Tool

Description	Civil Works	Waste	Reserves	Trades	Additional Comments
3 3.1 3.2	No or limited experience, whitecard required	No or limited experience, whitecard required	No or limited experience, whitecard required		New Civil recruits must agree to undertake Cert III in Civil.
4 4.1 4.2 4.3	At least 12 months relevant experience, at least traffic control ticket	At least 12 months relevant experience; proficiency at receivals, transfer or fossickers	Cert 3 Conservation and Land Management or Cert 3 Horticulture or equivalent		
5 5.1 5.2 5.3	At least 2 years relevant experience, at least MR licence, basic experience in any of - skidsteer, roller, loader, excavator. or HR Truck licence	At least 2 years relevant experience, basic experience any of - forklift, loader, excavator. or HR Truck licence - hooklift operation; proficiency at receivals, transfer or fossickers	Cert 4 Conservation and Land Management or Cert 4 Horticulture or equivalent; and at least 12 months reserves experience or Cert 3 and at least 2 years experience		
6 6.1 6.2 6.3	At least 3 years experience, at least HR licence, verified intermediate experience in min 3 or all of - loader, skidsteer, excavator, sweeper, grader, OR, HC/MC operator with experience in truck & Trailer / semi / low loader	At least 3 years relevant experience, at least HR licence - hooklift operations, verified intermediate experience in two or more of - loader, excavator, forklift, compactor. OR, Proficiency on weighbridge operations, including receivals, transfer and fossickers: Cert 3 waste or equivalent or possess appropriate and relevant experience at an operational level	Cert 4 Conservation and Land Management or Cert 4 Horticulture or equivalent; and at least 3 years reserves experience. Or Cert 3 and 5 years experience		Expected to train staff in-house to a point where RTO assessor can accredit
7 7.1 7.2 7.3	Must have at least 3 years verified experience on specialist equipment - excavator or grader (final trim), or drainage construction	Must have at least 3 years verified experience on specialist equipment - Compactor (working to design)	Cert 4 / Trade Certificate Horticulture or equivalent plus 3 years fulltime experience in irrigation / reticulation / arboriculture or intensive turf maintenance.		<p>Specialist Position: Works 3 years' fulltime experience as a specialist plant operator e.g. Final Trim Grader; or 3 years' fulltime experience as a specialist in drainage operations and use of equipment Expected to train staff in-house to a point where RTO assessor can accredit</p> <p>Specialist Positions: Reserves Retic Officer; Turf Curator Expected to train staff in-house to a point where RTO assessor can accredit</p> <p>Waste: Expected to train staff in-house to a point where RTO assessor can accredit</p>
8 8.1 8.2 8.3	Must have relevant experience and have leadership qualification or equivalent, or be enrolled to undertake - Cert IV leadership & management / Civil Supervision	Must have relevant experience and have leadership qualification or equivalent, or be enrolled to undertake - Cert IV leadership & management / Cert IV Waste	Must have relevant experience and have leadership qualification or equivalent, or be enrolled to undertake - Cert IV leadership & management / Reserves Supervision		<p>Works: Leading Hand Reserves: Leading Hand Waste: Leading Hand</p>
9 9.1 9.2 9.3	Trade certificate or equivalent or possess appropriate and relevant experience at a technical level		Completion of Cert IV Leadership and Management or equivalent and at least 5 years experience in a leadership role	Trade certificate or equivalent or possess appropriate and relevant experience at a technical level	<p>Works: Technical Specialist ie Drainage Construction Reserves: Technical Leading Hand (Horticulture, Conservation, Arboriculture) Trades: Qualified Tradesperson</p>
10 10 10 10	Trade certificate or equivalent or possess appropriate and relevant experience at a technical/specialist level and have leadership qualification or equivalent or be enrolled to undertake		Trade certificate or equivalent or possess appropriate and relevant experience at a technical/specialist level and have leadership qualification or equivalent or be enrolled to undertake	A Qualified Tradesperson that meets the definition of Leading Hand for the purposes of this Agreement	<p>Works: Specialist - Leading Hand Reserves: Specialist - Leading Hand (Reticulation/Turf Curator) Trades: Qualified Tradesperson - Leading Hand</p>

51.2 Proficiencies

RESERVES DEPARTMENT	
Workplace Operations	Plant Types
Garden Maintenance	ATV - Spraying Pathways
Mowing	Chainsaw
Playground Maintenance	Crusher/Chipper
Power-Line Pruning	EWP
Chemical Spraying	Loader & Telehandler
Reticulation	Mini Digger (Kanga)
Trails & Camp Maintenance	Reach Mower
Tree Felling	Tractor
Tree Pruning	Truck
Turf Maintenance	Bobcat (beach maintenance)
Fire Mitigation	
WASTE MANAGEMENT DEPARTMENT	
Workplace Operations	Plant Types
Waste Receivals	Loader
Tip shop	Compactor
Transfer Area	Hook-lift Truck
Weighbridge	Excavator
	Forklift

CIVIL CONSTRUCTION DEPARTMENT (WORKS)	
Workplace Operations	Plant Types
Concreting, Paving & Kerbing	Back-Hoe
Drainage - Construction	Excavator
Open Drainage	Flocon
Drainage Infrastructure Maintenance	Loader & Telehandler
Road Construction	Rollers (Construction) Multi Tyre, Steel Drum
Maintenance - Road Furniture	Grader
Sealed Road Maintenance	MR Licence
Signage	HR Licence
Line-marking	HC Licence - Truck & Pig; Semi & Float
	Mini-Excavator
	Skid Steer
	Sweeper
TRADES DEPARTMENT	
Workplace Operations	Plant Types
Banner Installation	Chainsaw
Bridge Maintenance	EWP (Same as Reserves)
Building Maintenance	Timber Milling
Marquee Installation	ForkLift
Scaffolding	Loader & Telehandler

Part H – Wage Schedule

52. General Employees Wage Schedule

Wage schedule as per clause 16 Wage Increase.

Description	Pre 1 July 2023**		Effective from 1 July 2023		Effective from 1 July 2024		Effective from 1 July 2025	
	Hourly \$	Annual \$	Hourly \$	Annual \$	Hourly \$	Annual \$	Hourly \$	Annual \$
GL1 ≤ 16yrs	18.5397	36,634.52	19.37	38,283.07	20.15	39,814.40	20.95	41,406.97
GL1 - 17yrs	19.7892	39,103.48	20.68	40,863.14	21.51	42,497.66	22.37	44,197.57
GL1 - 18yrs	21.5739	42,630.12	22.54	44,548.48	23.45	46,330.41	24.38	48,183.63
GL1 - 19yrs	23.3586	46,156.50	24.41	48,233.54	25.39	50,162.88	26.40	52,169.40
GL1 - 20yrs	25.1432	49,682.88	26.27	51,918.61	27.33	53,995.35	28.42	56,155.17
GL1 - Adult	26.4518	52,268.84	27.64	54,620.94	28.75	56,805.78	29.90	59,078.01
GL2.1	27.5426	54,424.24	28.78	56,873.33	29.93	59,148.26	31.13	61,514.19
GL2.2	28.2164	55,755.70	29.49	58,264.71	30.67	60,595.29	31.89	63,019.11
GL2.3	29.1879	57,675.28	30.50	60,270.67	31.72	62,681.49	32.99	65,188.75
GL2.4	30.1796	59,634.90	31.54	62,318.47	32.80	64,811.21	34.11	67,403.66
GL3.1	31.1908	61,633.00	32.59	64,406.49	33.90	66,982.74	35.25	69,662.05
GL3.2	31.7461	62,730.20	33.17	65,553.06	34.50	68,175.18	35.88	70,902.19
GL3.3	32.3213	63,866.92	33.78	66,740.93	35.13	69,410.57	36.53	72,186.99
GL3.4	33.1342	65,473.20	34.63	68,419.49	36.01	71,156.27	37.45	74,002.52
GL4.1	34.2046	67,588.25	35.74	70,629.72	37.17	73,454.91	38.66	76,393.10
GL4.2	34.5814	68,332.94	36.14	71,407.92	37.58	74,264.24	39.09	77,234.81
GL4.3	35.1367	69,430.14	36.72	72,554.50	38.19	75,456.68	39.71	78,474.94
GL4.4	35.9497	71,036.68	37.57	74,233.33	39.07	77,202.66	40.63	80,290.77
GL5.1	37.6154	74,328.02	39.31	77,672.78	40.88	80,779.69	42.52	84,010.88
GL5.2	38.2104	75,503.74	39.93	78,901.41	41.53	82,057.46	43.19	85,339.76
GL5.3	38.6858	76,443.12	40.43	79,883.06	42.04	83,078.38	43.73	86,401.52
GL5.4	39.4792	78,010.92	41.26	81,521.41	42.91	84,782.27	44.62	88,173.56
GL6.1	40.7286	80,479.62	42.56	84,101.20	44.26	87,465.25	46.03	90,963.86
GL6.2	41.7199	82,438.46	43.60	86,148.19	45.34	89,594.12	47.15	93,177.88

Description	Pre 1 July 2023**		Effective from 1 July 2023		Effective from 1 July 2024		Effective from 1 July 2025	
	Hourly \$	Annual \$	Hourly \$	Annual \$	Hourly \$	Annual \$	Hourly \$	Annual \$
GL6.3	42.4733	83,927.22	44.38	87,703.94	46.16	91,212.10	48.01	94,860.59
GL6.4	43.3262	85,612.54	45.28	89,465.10	47.09	93,043.71	48.97	96,765.46
GL7.1	44.5359	88,002.98	46.54	91,963.11	48.40	95,641.64	50.34	99,467.30
GL7.2	45.5072	89,922.30	47.56	93,968.80	49.46	97,727.56	51.44	101,636.66
GL7.3	46.3005	91,489.84	48.38	95,606.88	50.32	99,431.16	52.33	103,408.40
GL7.4	46.8555	92,586.52	48.96	96,752.91	50.92	100,623.03	52.96	104,647.95
GL8.1	48.2833	95,407.78	50.46	99,701.13	52.47	103,689.18	54.57	107,836.74
GL8.2	49.0767	96,975.58	51.29	101,339.48	53.34	105,393.06	55.47	109,608.78
GL8.3	49.8696	98,542.34	52.11	102,976.75	54.20	107,095.82	56.37	111,379.65
GL8.4	50.6629	100,109.88	52.94	104,614.82	55.06	108,799.42	57.26	113,151.39
GL9.1	52.7054	104,145.86	55.08	108,832.42	57.28	113,185.72	59.57	117,713.15
GL9.2	53.5976	105,908.92	56.01	110,674.82	58.25	115,101.81	60.58	119,705.89
GL9.3	54.6088	107,907.02	57.07	112,762.84	59.35	117,273.35	61.72	121,964.28
GL9.4	55.6599	109,983.90	58.16	114,933.18	60.49	119,530.50	62.91	124,311.72

**This column is for reference purposes only. It notes the pre 1 July 2023 rates (referred to in clause 16.1.1) paid by the City to General Employees. The rates in this column include the 1% increase the City was required to pay from 1 July 2022 under the *City of Albany Enterprise Agreement 2019* as well as a 5% increase provided by the City on 5 December 2022 to employees employed by the City at and from that date (back paid to 1 July 2022). The 5% increase was administrative and not a requirement under the *City of Albany Enterprise Agreement 2019*.

53. Outside Employees Wage Schedule

Wage schedule as per Clause 16 Wage Increase.

Description	Effective from 1 July 2023		Effective from 1 July 2024		Effective from 1 July 2025	
	Hourly \$	Annual \$	Hourly \$	Annual \$	Hourly \$	Annual \$
OL3.1	30.64	60,543.18	31.86	62,964.91	33.14	65,483.51
OL3.2	31.34	61,924.23	32.59	64,401.20	33.90	66,977.25
OL4.1	32.04	63,305.83	33.32	65,838.06	34.65	68,471.58
OL4.2	32.39	64,010.35	33.69	66,570.76	35.04	69,233.59
OL4.3	32.75	64,713.78	34.06	67,302.33	35.42	69,994.42
OL5.1	33.11	65,418.02	34.43	68,034.75	35.81	70,756.13
OL5.2	33.46	66,115.48	34.80	68,760.10	36.19	71,510.50
OL5.3	33.81	66,813.20	35.16	69,485.73	36.57	72,265.16
OL6.1	34.17	67,510.39	35.53	70,210.80	36.95	73,019.23
OL6.2	34.57	68,317.61	35.96	71,050.31	37.39	73,892.32
OL6.3	34.87	68,905.57	36.27	71,661.79	37.72	74,528.26
OL7.1	35.22	69,603.02	36.63	72,387.14	38.10	75,282.63
OL7.2	35.63	70,399.92	37.05	73,215.91	38.53	76,144.55
OL7.3	36.03	71,197.08	37.47	74,044.97	38.97	77,006.77
OL8.1	36.43	71,994.52	37.89	74,874.30	39.41	77,869.28
OL8.2	36.80	72,724.85	38.28	75,633.85	39.81	78,659.20
OL8.3	37.17	73,455.45	38.66	76,393.67	40.21	79,449.42
OL9.1	39.63	78,303.40	41.21	81,435.53	42.86	84,692.95
OL9.2	40.00	79,035.63	41.60	82,197.05	43.26	85,484.94
OL9.3	40.37	79,767.04	41.98	82,957.73	43.66	86,276.04
OL10.1	41.11	81,231.24	42.75	84,480.49	44.46	87,859.70
OL10.2	41.48	81,963.20	43.14	85,241.72	44.86	88,651.39
OL10.3	41.85	82,695.97	43.52	86,003.81	45.27	89,443.96

The below Schedule is for reference only. It notes the pre 1 July 2023 rates (referred to in clause 16.1.1) paid by the City to Outside Employees by reference to the previous classification structure (which has since been updated). The rates in this Schedule include the 1% increase the City was required to pay from 1 July 2022 under the *City of Albany Enterprise Agreement 2019* as well as a 5% increase provided by the City on 5 December 2022 to employees employed by the City at and from that date (back paid to 1 July 2022). The 5% increase was administrative and not a requirement under the *City of Albany Enterprise Agreement 2019*.

Description	Pre 1 July 2023	
	Hourly \$	Annual \$
MUN. EMP. ENTRY 3.1	29.3199	57,936.06
MUN. EMP. ENTRY 3.2	29.9887	59,257.64
MUN. EMP. BASE 4.1	30.6578	60,579.74
MUN. EMP. BASE 4.2	30.9989	61,253.92
MUN. EMP. BASE 4.3	31.3396	61,927.06
MUN. EMP. 5.1	31.6807	62,600.98
MUN. EMP. 5.2	32.0184	63,268.40
MUN. EMP. 5.3	32.3563	63,936.08
MUN. EMP. 6.1	32.6939	64,603.24
MUN. EMP. 6.2	33.0849	65,375.70
MUN. EMP. 6.3	33.3696	65,938.34
MUN. EMP. 7.1	33.7074	66,605.76
MUN. EMP. 7.2	34.0933	67,368.34
MUN. EMP. 7.3	34.4793	68,131.18
MUN. EMP. 8.1	34.8655	68,894.28
MUN. EMP. 8.2	35.2192	69,593.16
MUN. EMP. 8.3	35.5730	70,292.30
QUALIFIED TRADESPERSON 9.1	37.9208	74,931.48
QUALIFIED TRADESPERSON 9.2	38.2754	75,632.18
QUALIFIED TRADESPERSON 9.3	38.6296	76,332.10
QUALIFIED TRADESPERSON L/H 10.1	39.3387	77,733.24
QUALIFIED TRADESPERSON L/H 10.2	39.6932	78,433.68
QUALIFIED TRADESPERSON L/H 10.3	40.0480	79,134.90

54. Daycare Employees Wage Schedule

Wage schedule as per Clause 16 Wage Increase.

Description	Pre 1 July 2023**		Effective from 1 July 2023		Effective from 1 July 2024		Effective from 1 July 2025	
	Hourly \$	Annual \$	Hourly \$	Annual \$	Hourly \$	Annual \$	Hourly \$	Annual \$
DL 1.1	25.9787	51,333.88	27.15	53,643.90	28.23	55,789.66	29.36	58,021.25
DL1.2	26.2946	51,958.14	27.48	54,296.26	28.58	56,468.11	29.72	58,726.83
DL1.3	26.4882	52,340.60	27.68	54,695.93	28.79	56,883.76	29.94	59,159.11
DL 1.4	26.8579	53,071.20	28.07	55,459.40	29.19	57,677.78	30.36	59,984.89
DL2.1 ≤16yrs	13.6484	26,969.28	14.26	28,182.90	14.83	29,310.21	15.43	30,482.62
DL2.2 - 17yrs	16.3787	32,364.28	17.12	33,820.67	17.80	35,173.50	18.51	36,580.44
DL2.3 - 18yrs	20.4733	40,455.22	21.39	42,275.70	22.25	43,966.73	23.14	45,725.40
DL2.4 - 19yrs	23.2029	45,848.92	24.25	47,912.12	25.22	49,828.61	26.23	51,821.75
DL2.5 - 20yrs	25.9322	51,242.10	27.10	53,547.99	28.18	55,689.91	29.31	57,917.51
DL2.6 - 21yrs	25.9787	51,333.88	27.15	53,643.90	28.23	55,789.66	29.36	58,021.25
DL2.7	26.4179	52,201.76	27.61	54,550.84	28.71	56,732.87	29.86	59,002.19
DL2.8	26.8579	53,071.20	28.07	55,459.40	29.19	57,677.78	30.36	59,984.89
DL2.9	27.2975	53,939.86	28.53	56,367.15	29.67	58,621.84	30.85	60,966.71
DL3.1	28.5111	56,337.84	29.79	58,873.04	30.99	61,227.96	32.23	63,677.08
DL3.2	29.5663	58,423.04	30.90	61,052.08	32.13	63,494.16	33.42	66,033.93
DL3.3	30.5687	60,403.72	31.94	63,121.89	33.22	65,646.76	34.55	68,272.63
DL3.4	31.3955	62,037.56	32.81	64,829.25	34.12	67,422.42	35.49	70,119.32
DL3.5	32.3807	63,984.18	33.84	66,863.47	35.19	69,538.01	36.60	72,319.53
DL4.1	33.7349	66,660.10	35.25	69,659.80	36.66	72,446.20	38.13	75,344.04
DL4.2	34.5263	68,224.00	36.08	71,294.08	37.52	74,145.84	39.02	77,111.68
DL4.3	34.8255	68,815.24	36.39	71,911.93	37.85	74,788.40	39.36	77,779.94
DL5.1	35.3883	69,927.26	36.98	73,073.99	38.46	75,996.95	40.00	79,036.82

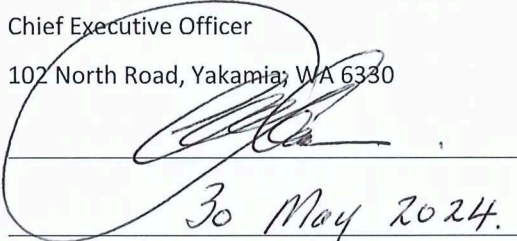
Description	Pre 1 July 2023**		Effective from 1 July 2023		Effective from 1 July 2024		Effective from 1 July 2025	
	Hourly \$	Annual \$	Hourly \$	Annual \$	Hourly \$	Annual \$	Hourly \$	Annual \$
DL5.2	35.9332	71,003.92	37.55	74,199.10	39.05	77,167.06	40.61	80,253.74
DL5.3	36.4786	72,081.62	38.12	75,325.29	39.64	78,338.30	41.23	81,471.84
DL5.4	36.6193	72,359.82	38.27	75,616.01	39.80	78,640.65	41.39	81,786.28
Relief Manager DL5.5	41.4209	81,847.74	43.28	85,530.89	45.02	88,952.12	46.82	92,510.21
Relief Manager DL5.6	41.9663	82,925.44	43.85	86,657.08	45.61	90,123.37	47.43	93,728.30
Relief Manager DL5.7	42.5116	84,002.88	44.42	87,783.01	46.20	91,294.33	48.05	94,946.10
Relief Manager DL5.8	44.1825	87,304.62	46.17	91,233.33	48.02	94,882.66	49.94	98,677.97
Manager DL6.1	45.7300	90,362.48	47.79	94,428.79	49.70	98,205.94	51.69	102,134.18
Manager DL6.2	46.2753	91,439.92	48.36	95,554.72	50.29	99,376.91	52.30	103,351.98
Manager DL6.3	46.8208	92,517.88	48.93	96,681.18	50.88	100,548.43	52.92	104,570.37


**This column is for reference purposes only. It notes the pre 1 July 2023 rates (referred to in clause 16.1.1) paid by the City to Daycare Employees. The rates in this column include the 1% increase the City was required to pay from 1 July 2022 under the *City of Albany Enterprise Agreement 2019* as well as a 5% increase provided by the City on 5 December 2022 to employees employed by the City at and from that date (back paid to 1 July 2022). The 5% increase was administrative and not a requirement under the *City of Albany Enterprise Agreement 2019*.

Part I– Declaration & Signatories

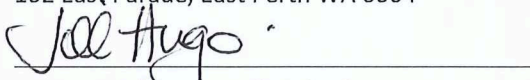
55. Signatories

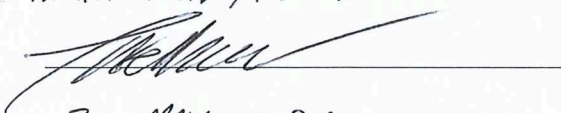
For the City of Albany

Name: Andrew Sharpe
Position: Chief Executive Officer
Address: 102 North Road, Yakamia, WA 6330
Signature: 
Date: 30 May 2024.

Witness Name: Deborah Waugh
Position: Manager People and Culture
Address: 102 North Road
Yakamia WA 6330
Signature: 
Date: 30 May 2024

**For the Western Australian Municipal
Administrative, Clerical & Services Union
of Employees**

Name: Jill Hugo
Position: Assistant Secretary WASU
Address: 102 East Parade, East Perth WA 6004
Signature: 
Date: 30 May 2024

Witness Name: THOMAS WENBOURNE
Position: SENIOR PLANNING & DEVELOPMENT COMPLIANCE OFFICER
Address: 102 NORTH ROAD, YAKAMIA WA 6330
Signature: 
Date: 30 MAY 2024