



CITY OF ALBANY

**EMPLOYEE COLLECTIVE (DAY CARE)
AGREEMENT 2007**

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PART A – AGREEMENT FORMALITIES

1. TITLE

This agreement shall be known as the City of Albany Employee Collective (Day Care) Agreement, 2007.

2. DEFINITIONS

In this Agreement the following words and expressions have the following meanings except where the context requires: -

“Act” means Local Government Act (1995)

“Best Practice” means identification of core business of the City of Albany and implementing such business in an effective and efficient manner on a consistent basis.

“Business” means business conducted by the City in accordance with the Act.

“Complying Fund” means any complying superannuation fund, approved deposit fund or eligible rollover fund regulated by Australian Prudential Regulation Authority and self managed superannuation funds regulated by the Australian Taxation Office.

“City” means the City of Albany.

“Consensus” means by general agreement.

“Council” means the elected representatives of the City in the context contained in the Act.

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

“Management” means the Executive Director Management Team (EDMT) comprising the Chief Executive Officer and Executive Directors of the City of Albany.

“Officer” means any person engaged under the terms and conditions of this agreement.

“Parties” means the parties to this Agreement.

“Section” means defined work area

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

“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.

“Team Innovators” means the workplace reform consultative committee.

3. Incidence and Parties Bound

This agreement ("the Agreement") made by the City of Albany and the City of Albany Day Care Employees shall apply to staff who are employed by the City and who by employment are covered by wage schedule and role definitions designated as 'Children's Service Employees' located at and/or operate out of the City of Albany Regional Day Care Centre.

4. Date and Period of Operation

This agreement will take effect from the first pay period on or after lodgement of the Agreement, with the Workplace Authority and will be in force for a period of three (3) years.

The nominal expiry date of this Agreement shall be three years from the date this agreement commences operation. However, if your employment continues beyond the nominal expiry date, this agreement shall continue to operate and apply to your employment beyond the nominal expiry date until a replacement AWA is made between you and the City of Albany or terminated in accordance with the *Workplace Relations Act 1996*.

The City of Albany may terminate this agreement at any time after the nominal expiry date provided at least two weeks' notice in writing is given.

Should any provision of this Agreement be declared or determined to be illegal or invalid by final determination of any court or tribunal of competent jurisdiction, the validity of the remaining parts, terms or provision of this Agreement shall not be affected, and the illegal or invalid part, term or provision shall be deemed not to be part of this Agreement.

If but for this Agreement an award or notional agreement preserving state awards would apply to the employment of the employee covered by this agreement, then those terms of the award or notional agreement preserving state awards, as in force from time to time, that are about or incidental to, or that are machinery provisions in respect of, any of the following matters:

- a) Rest breaks;
- b) Incentive based payments and bonuses;
- c) Annual leave loadings;
- d) Observance of public holidays and payment in respect of those days;
- e) Days to be substituted for public holidays;
- f) Monetary allowances for:
 - i. Expenses incurred in the course of employment; or
 - ii. Responsibilities or skills that are not taken into account in rates of pay for employees; or
 - iii. Disabilities associated with the performance of work in particular conditions or locations;
- g) Loadings for overtime or shift work;
- h) Penalty rates;
- i) Outworker conditions; and
- j) Any other protected allowable award matters prescribed by the *Workplace Relations Regulations 2006*;

Are expressly excluded and have no effect in relation to the employees' employment.

5. **Objectives of Agreement**

The objectives of this agreement are to provide quality, cost and time effective services responsive to the community's needs and aspirations and facilitate workplace productivity, efficiency, sustainability and effectiveness.

The parties to this agreement acknowledge and embrace each of the principles below within the intent of this agreement and within daily work practices.

- Embracing change and openness to new information in a positive manner;
- Learning and training designed to specific needs of organisation and position;
- Continuous improvement and Process/System Improvement: Continue to examine and implement improved ways of performing duties.
- Customer Values and Focus: Customer focus is Council's prime purpose.
- Performance Optimisation: Performance Development Reviews will address performance in relation to the values of the organisation, continuous improvement and the employee's action in these areas.
- Self-Managed Work Teams: Accept responsibility for delivery of aims and objectives of Council whilst meeting customer expectations.
- Empowerment: The degree of autonomy of each team will be defined and will be geared to providing what the customer wants and meeting customer expectations.
- Innovation and Incentive: Make decisions based on data and facts, locate and minimise causes for error.
- Values:
 - Communication: Open, two-way communication to address any issues, without fear of retribution;
 - Trust: Mutual trust between employer and employee and every endeavour be made to keep employees jobs;
 - Respect: To treat each other with respect and courtesy at all times and to value other's opinions;
 - Teamwork: Work together to achieve positive outcomes.

The parties agree that to achieve the above a number of mechanisms will be introduced through consultation and training through the consultative committee:

1. Best Practice
2. Multi-skilling
3. Key focus areas
4. Customer service commitment and standards
5. Continuous improvement

6. **Workplace Change**

Should Council plan to implement policies associated with workplace change such as contestability, introduction of business units etc, then these policies are to be developed in consultation with the Consultative Committee. Where workplace change is proposed, the parties are committed to the provision of the support and resources necessary, including staff training to facilitate any workplace change. Workplace change will be implemented in a spirit of good will.

7. New Employees

Except where varied by contract or AWA, all new employees of the City of Albany, employed as Children Services Employees in the work areas specified in clause 3 of this agreement, will have the option to be employed under the conditions set out in this agreement (City of Albany Employee Collective (Day Care) Agreement, 2007) read in conjunction with clause 44 & 45 of this agreement or by individually negotiated agreement according to legislation or an Australian Workplace Agreement provided such is available in the workplace.

8. Voluntary Australian Workplace Agreement

An Australian Workplace Agreement (AWA) or individually negotiated agreement according to legislation, voluntarily entered into during the term of this agreement will operate to the exclusion of this agreement or will prevail over this agreement to the extent of any inconsistency.

9. Consultative Committee

The parties recognise the importance of a forum for consultative processes for matters contained within this Agreement and for any general organisational matters as they may arise. The Consultative Committee is an advisory Committee that can provide recommendations to the Executive Directors Management Team for consideration under the following interim terms of reference below (to be further refined at the initial meeting of the Committee):

- Employee Collective Agreement Implementation;
- Identification of under utilised equipment and redundant policies;
- Identification of procedures to assist in developing ways to reduce overheads;
- Documenting of procedures;
- Establishment of standards and systems of control;
- Communication with the workforce;
- Safety in the workplace;
- General Organisational Issues;
- Policy Formulation relevant to the employment relationship;
- Other matters as determined by Council or Committee from time to time;
- Issues involving multi-skilling and teamwork.
- The recommendations to be made by the Committee will be by consensus.

The Committee membership consists of representation of both management (2) and employee(s) representatives (2). The City of Albany recognises that representation may need to be altered from time to time as required by the Committee. Employee representation will generally be based on representatives from each of the following work areas:

Staff who are employed by the City and who by employment are covered by wage schedule and role definitions designated as 'Day Care Employees' located at and/or operate out of the City's Day Care Centre.

Committee members recognise the need for broad representation across the organisation and encourage membership from each section. Committee members may have a deputy that may stand in from time to time.

These meetings to start within one (1) month from the signing of the agreement and be held at least on a quarterly basis thereafter. Committee members are elected for a period of one (1) year with elections by secret ballot being held in July of each year. Elected Committee members may nominate for re-election.

PART B. – CLASSIFICATIONS & GRADING

10. Classification & Grading

Salary classifications and level shall be identified within employee position descriptions, and levels reviewed through the Annual Performance Review Process or other processes established for that purpose (provided that such processes comply with the provisions of this agreement). Subject to demonstrated competencies and satisfactory performance, the employee may progress to the next level.

11. Multi-skilling / Teamwork

To provide greater flexibility within Council's workforce, to enhance customer service and satisfaction, and raise productivity and performance levels, the parties agree to:

- develop and participate in multi-skilling and job rotation activities
- develop and implement an effective training plan as identified through the annual review process
- resolve demarcations within the workforce through consultation
- implement individual and team performance indicators (Key Focus Areas) as identified through the annual performance review process

PART C. – REMUNERATION

12. Wages

- a) Employee Collective Agreement increases defined in this agreement will be applied to the wage schedule, clause 44, appended and adjusted each year in accordance with the annual Perth Consumer Price Index (CPI) result from June to March, providing an “annual adjusted wage schedule”

The annual adjustments to wage schedule will commence from the 1st July 2008 and continue over the term of this agreement being applied annually on the 1st July, the wage adjustments will be according to the detail below;

- For Children Services Employees, employed, or contracted to be employed with the City at the date of lodgement of this agreement, will receive a salary level 14% above the defined wage schedule levels, clause 44.
- For Children Services Employees, employed with the City after the date of lodgement of this agreement will receive a salary level at the defined wage schedule levels, clause 44

b) **Incremental progression**

Progression from one level to the next within a classification is subject to a Children Services Employee (CSE) meeting the following criteria:

- i) competency at the existing level
- ii) 12 months experience at that level (or in the case of employees employed for 19 hours or less per week, 24 months experience) and in-service training as required.
- iii) demonstrated ability to acquire the skills which are necessary for advancement to the next pay point level.

Progression from one classification to the next is subject to a children’s service employee undertaking and gaining the required Certificate level as detailed in the agreement, Part D classification definitions

- c) Where an employee is deemed not to have met the required competency at their existing level at the time of the anniversary of employment, his/her incremental progression may be deferred for periods of three months at a time provided that:

- i) the employee is notified in writing as to the reasons for the deferral
- ii) the employee has, in the twelve months leading to the appraisal, been provided with in-service training required to attain a higher pay point.
- iii) following any deferral, the employee is provided with the necessary training in order to advance to the next level.

- d) An employee whose incremental progression has been refused or deferred may seek to have the decision reviewed by lodging a request through the grievance / dispute procedure clause 27.

- e) An employee employed as a CSE level 2 on completion of an accredited introductory child care course shall:
 - i) immediately progress by one additional level beyond that previously determined in accordance with clause 12 b).
 - ii) Further additional steps will be determined in accordance with 12 b)
 - iii) the date of progression according to 12 a) shall for the purposes of this agreement now be regarded as the anniversary date for future level increases.

13. Higher duties

a) Higher Duties

Where an employee is appointed to act as the Manager of a Centre or Co-ordinator pursuant to the relevant child care regulations, he/she shall be paid for the whole of the period as Manager relief provided that:.

- i) Where an employee performs any duties for which a wage higher than that of his or her own grade, for less than four hours in any one-day or shift, he or she shall not receive for that day or shift the wages specified for each higher duty.
- ii) Where an Officer, whilst acting in a higher classification position and in receipt of higher classification pay commences annual or sick leave, the Officer shall receive any payment to which he is entitled pursuant to this agreement at the higher classification rate if the Officer has been engaged on the higher duties continuously for three calendar months or more immediately preceding the taking of annual or sick leave.
- iii) When an Officer, whilst acting in a higher classification position and in receipt of any higher classification pay pursuant to this clause, performs such higher classification work outside his/her ordinary working hours, he/she shall receive any overtime payment to which he/she is entitled pursuant to this agreement, based on the higher classification rate.

14. Superannuation

- a) The City of Albany shall contribute to a superannuation fund, meeting all legal and statutory requirements.
- b) Superannuation contributions may be made into any complying superannuation fund nominated by the employee. If an employee does not choose an alternative complying fund, the default superannuation fund shall be the WA Local Government Superannuation Fund.
- c) The contribution by the City of Albany is inclusive of any Superannuation Guarantee Charge payable by the Local Government in respect of the Officer.
- d) Where an Officer is a permanent employee and contributes additional payments above that statutory amount the City of Albany will match those % payments.
- e) Access to the co-contribution of superannuation is based on the table below, all staff contributions may be salary sacrificed up to 5%.
- f) The annual co-contribution increases phased in over the term of the agreement, defined below, will be adjusted each year on the anniversary of the date of lodgement.

City of Albany: Phase in of Co- contribution Superannuation				
Staff Contribution %	Commencement of Agreement to 30 June 2008	1 July 2008	1 July 2009	30 June 2010
5	2%	2%	3%	5%
4		1%	2%	4%
3		1%	2%	3%
2		1%	2%	2%
1		1%	1%	1%

PART D. – HOURS OF WORK

15. Ordinary Hours of Work:

Please note: this clause applies only to staff not covered by a Local Work Area Agreement contained at the end of this document

- a) The ordinary hours of duty for employees covered by this agreement shall not exceed 76 hours per two weekly periods. The hours will be scheduled Monday to Friday inclusive within the hours of 7.30am to 6.00pm, but not more than 10 hours not including paid rest breaks and unpaid lunch breaks of one hour, for any one day.
- b) The ordinary hours of duty will generally be worked at 7.6 hours per day.
- c) A 10 day / two weekly period working arrangement with limited flexibility ('fortnightly pay period') will be on the following basis:
 - i) The Day Care Manager shall determine hours of duty for each team. However variations to these times may be agreed upon so as to meet operational demands and to ensure the highest level of customer service is provided.
 - ii) Notwithstanding the above, with the agreement of the Manager, should it be necessary to work additional hours to meet operational demands then employees may work up to 8 hours in excess of the hours required in an fortnightly pay period at single time rates at no cost to Council, provided that time is cleared as time in lieu at ordinary rates of pay within the following fortnightly pay period unless otherwise approved by the Day Care Manager. Employees with the prior agreement of their Manager may be in deficit of hours by 8 hours in any one- fortnightly pay period, provided that the time is made up in the following fortnightly pay period.
- d) In relation to sub-clause (c) (ii) above, hours not cleared in the fortnightly pay period following the accrual shall be forfeited unless by prior approval of the Day Care Manager they may be paid as overtime (at single time rates) or carried forward into the next fortnightly pay period.
- e) In relation to sub-clause (b)(ii) above, deficit of the fortnightly pay period not made up in the next fortnightly pay period shall be deducted at the ordinary rate of pay unless by prior approval of the Day Care Manager, they may be carried forward into the next fortnightly pay period.
- f) Where a request to balance the ledger is denied, the employee will have the right of appeal through the Clause 27, Grievance/Dispute Procedure.
- g) Subject to the provisions of sub-clause (a) and (c) ii) above any time worked outside the normal work pattern as described within sub-clause (a) and (c) above, shall be treated as overtime, as per Clause 18 of this agreement.
- h) In relation to sub-clause (b) i) and vi) above, the arrangements of flexible working hours shall be made in intervals of 15 minutes.
- i) 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 hours shall be subject to the agreement of the employer and the majority of employees in the sections thereof.

j) Rest Breaks

i) A rest period of twenty minutes from the time of ceasing to the time of resumption of work shall be allowed:

- a) each morning,
- b) each afternoon,

at a time determined by the Day Centre Manager that causes minimal disruption to the service delivery. The drink breaks will be taken on site. No accrual provisions apply to this clause.

ii) Team Meetings

Where staff and management agree, team meetings will be held in the afternoon rest break on a day convenient to both parties as determined by the Day Care Centre Manager.

16. Officers Appointed to Designated Management Positions

- a) Designated management positions include Manager Day Care
- b) At the discretion of the relevant Executive Director, designated managers may take time off during their ordinary working hours, to tend to personal, family or professional appointments or events for which leave would not normally be granted and five (5) non-consecutive Executive Time Off days per annum will be provided.
- c) Where a Manager's employment offer provides a margin in addition to the wage level defined in Wage Schedule clause 43, that margin shall be maintained in addition to the wage specified in clause 12

17. Contract of Employment

a) Full Time Employment

A full-time Officer shall mean an Officer who is engaged to work the standard ordinary hours of the authority in accordance with Clause 15 (a) - Hours.

b) Part-time /Job sharing Employment

Part time / Job Sharing is according to the following

- (i) A part-time officer shall mean an Officer who works regularly for less than the standard ordinary hours in any week.
- (ii) An Officer so employed shall receive payment for salary, annual leave, sick leave and location allowance 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.
- (iii) By agreement an employer and employee may vary the agreed hours of work. In the event that an employer seeks to vary the agreed hours of work without the consent of the employee the appropriate notice as prescribed below. Provided, however, that the employer 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 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

c) Temporary Employees

- i) A temporary appointment shall mean an officer employed for a specific project which the Council indicates at the time of engagement will not be ongoing or an officer appointed to a position which the Council has reason to believe has a duration of less than twenty four (24) months.
- ii) The salary to be paid to an officer employed on the basis of a temporary appointment shall be the appropriate rate in accordance with this Agreement.
- iii) An officer employed on the basis of a temporary appointment shall be advised of his/her period of employment, hours of work, salary and classification, in writing, prior to the commencement of employment.
- iv) This clause does not apply to a Replacement Officer within the terms of Clause 23 (Parental Leave) of this agreement. However they will be paid the wage rate as stated in sub clause ii).
- v) A temporary officer may be employed on a part time basis.
- vi) Temporary appointments must be for a period in excess of 1 week.

d) Casual Employment

- i) A casual Officer shall be paid an hourly rate determined by adding a loading of 20% 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.
- ii) A casual Officer shall not be entitled to the benefits of clause 20- Annual leave, clause 21 - Personal leave, clause 22 – compassionate leave, clause 23 - Parental leave and clause 19 - Public holidays, of this award.
- iii) The services of a casual Officer 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.

iv) Caring Responsibilities – Casual Officers

- a) Subject to the evidentiary and notice requirements in 21 e) and 21 f) casual employees are entitled to not be available to attend work, or to leave work if they need to care for members of their immediate 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 an immediate family or household member.
- b) The employer 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.

- c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected

e) Fixed Term Contracts

- i) Fixed term contracts shall apply to an Officer who is engaged for a period.
- i) A fixed term contract may have a renewable clause that can be agreed between the parties.

f) Notice of Termination

- i) In order to terminate the employment of an employee, other than a casual employee, the employer 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

- ii) In addition to the notice in sub clause 17 f) (iii), 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.
- iii) Payment in lieu of the prescribed notice in sub clause 17 f) (ii) and sub clause 17 f) (iii) must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.
- iv) 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 employer 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); and
 - (b) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
 - i. any other amounts payable under the employee's contract of employment.
- v) Continuous service is defined in clause 17 j).

g) Notice of termination by an employee

- i) The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.
- ii) If an employee fails to give the notice specified in sub clause 17 f) (iii) the employer 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 17 f) (vi).

h) Job search entitlement

- i) Where an employer 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 employer.

j) Continuity of service

Continuous service shall include:

- i) any absence of the employee from duty if leave of absence has been granted by his/her employer
- ii) The absence of the employee on account of national service if by the operation of regulation four of the Local Government (Long Service Leave) Regulations, the period of absence is deemed to be included in the service of the employee for the purposes these regulations.
- iii) there being a period of time between the employee leaving the service of one employer and entering the service of another employer if the period is used for recreation leave or as travelling time and does not exceed:
 - (a) the period in respect of which payment has been made by the first mentioned employer in lieu of the employee's accrued and pro rata leave entitlements; or
 - (b) two weeks;whichever is the longer.

18 Overtime

Overtime worked by approval of Day Care Manager in accordance with Clause 15 c) ii), d) and e) shall be for the purposes of this agreement regarded as time in lieu, cleared according to clause 18 a)

a) Time-in-lieu

- i) By agreement between the City and the Officer concerned, time off during ordinary hours shall be granted instead of payment of overtime due under this clause. Such time off shall be equivalent to the amount of overtime worked multiplied by the appropriate penalty rate and may be added to annual leave or taken at a mutually convenient time.

(a) If accumulated time-in-lieu is not taken within a period of twelve months, the employer may elect to pay out the employee at the appropriate penalty rate and at the rate for the classification in which the employee worked the overtime.

ii) Should an Officer, upon termination, have time-in-lieu owing, such time shall be paid at the rate it was accrued.

b) Time in lieu accrual rates

i) Overtime shall mean all work performed in excess of the ordinary hours on any day, or outside the spread of ordinary hours on any day, or in excess of the ordinary weekly hours in accordance with clause 15 and except as hereinafter provided, time in lieu shall be accrued for at the rate of time and a half for the first two hours of overtime on any day and double time thereafter.

ii) All time worked after twelve noon on Saturday and all time worked on Sunday shall accrue as time in lieu at the rate of double time.

iii) All time worked on a Public holiday as prescribed in clause 19- Public holidays, outside ordinary hours shall accrue as time in lieu at the rate of double time and a half.

c) The provisions of this clause shall not apply to any employee who is designated as a Manager paid according to the Children Services Employee wage schedule as a Manager or relief Assistant Manager at the times they are providing relief as the manager.

e) Ten hour break

i) An Officer who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he/she has not had at least ten consecutive hours off duty between those times shall be released after the completion of such overtime until he/she has had ten hours off duty, provided that a lesser period than ten hours may be agreed between the employer and the employee.

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

g) Reasonable Overtime

i) Subject to subclause 18 g) ii) an employer may require an employee to work reasonable overtime at overtime rates.

ii) 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) the employee's personal circumstances including any family responsibilities;
- (c) the needs of the workplace or enterprise;
- (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- (e) any other relevant matter.

19. Public Holidays

- a) An employee shall be entitled to holidays on the following days:
 - i) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
 - ii) the following days, as prescribed in Western Australia: Australia Day, Anzac Day, Queen's Birthday and Labour Day; and
 - iii) Foundation Day, as prescribed in Western Australia.
- b) **Holidays in lieu**
 - i) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
 - ii) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.
 - iii) When New Year's Day, Australia Day or Anzac Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.
- c) Where in the State of Western Australia, public holidays are declared or prescribed on days other than those set out in 19 a) and 19 b) above, those days shall constitute additional holidays for the purpose of this agreement.
- d) **Substitute holidays**
 - i) An employer 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.
 - ii) Provided that the National Aboriginal and 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 employer and the employee concerned. Any dispute about the operation of this provision is to be resolved in accordance with the disputes resolution procedures provided in this agreement.
- e) When an Officer is required to be on duty on any of the holidays prescribed in 19 a), 19 b) or 19 c) hereof, the Officer shall be entitled to payment as follows:

- i) By agreement, between the employer and the Officer concerned, the Officer may be granted time off in ordinary hours equivalent to the time worked, without loss of pay, at a mutually agreed time.

PART E. - LEAVE

20. Annual Leave

a) Period and payment of leave

- i) Except as hereinafter provided, a period of four consecutive weeks' leave with payment as prescribed in 20 a) ii) of this subclause shall be allowed annually to an employee by his/her employer after a period of twelve months' continuous service with that employer. Provided that an employer and an employee may agree on alternative arrangements of the taking of such leave. The accrual of annual leave occurs every fortnight.
- ii) An employee before going on leave may be paid the ordinary salary he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on leave during the relevant period.
- iii) During a period of annual leave an employee shall receive a loading of 17-1/2% calculated on the rate of ordinary salary prescribed by this agreement. The loading prescribed by this subclause shall not apply to proportionate leave on termination.

b) Annual leave and public holidays

- i) 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.

c) Leave on termination

- i) If, after one month's continuous service an employee lawfully leaves his/her employment or his/her employment is terminated by his/her employer through no fault of the employee, the employee shall be paid 1/3rd of a week's pay, at the rate prescribed by 20 a) ii) of this clause, for each month of continuous service.

d) Absence from work

- i) Any time in respect of which an employee is absent from work, except time for which he/she is entitled to claim personal 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 his/her right to annual leave.

e) Taking of leave

- i) Annual leave shall be given and taken at such a time or at such times that are mutually convenient to the employer and the employee. Employers' agreement to leave is subject to operational requirements
- iii) In special circumstances, and with the consent of the employer, an employee may defer the taking of any accrued annual leave, or any part thereof not taken, for a period not exceeding three years after the date when the leave accrued due.

f) Annual leave and parental leave

Notwithstanding anything else contained herein, an Officer granted leave under clause 23 - Parental leave, may at the commencement of such leave utilise any pro rata leave accrued under this clause.

g) Leave in advance

- i)** In special circumstances at the discretion of the employer pro rata annual leave may be given in advance of accruing the entitlement.
- iii)** Any entitlement to leave and/or payment under 20 a) or 20 c) hereof, will be reduced by the amount of leave and payment granted under this subclause.

i) Officers exempted

This clause shall not apply to Casual Officers.

21. Personal leave

The provisions of this clause apply to full time and regular 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 17 d) iv).

a) Definitions

- i)** The term **immediate family** includes:
 - (a)** spouse or partner (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person who lives with the employee on a bona fide domestic basis; and
 - (b)** child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.
- ii) Registered Health Practitioner**
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 that State or Territory law.

b) Amount of Paid Personal Leave.

- i)** Paid personal leave is available to an employee when they are absent:
 - due to personal illness or injury; or
 - for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support (carer's leave) or who requires care due to an unexpected emergency.
- ii)** The amount of personal leave to which an employee is entitled depends on how long they have worked for the employer as indicated below

Length of time worked for the employer	Personal leave (days)
On commencement	10
On commencement of 2nd and 3rd year of continuous service	10
On commencement of 4th and subsequent years	12

(a) Accumulation of personal leave

i) First, second and third years of employment

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

- ten days less the total amount of personal leave taken during the year; or
- the balance of the year's unused personal leave.

ii) Fourth and subsequent years of employment

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

- twelve days less the total amount of personal leave taken during the year; or
- the balance of the years unused personal leave.

c) Personal leave for personal injury or sickness

- i) An employee is entitled to use a portion of their personal leave entitlement including accrued leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.

d) Personal leave to care for an immediate family or household member

- i) Subject to 21 d) ii) and iii), a full-time employee is entitled to use their personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency.
- ii) The entitlement in 21 d) i) 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.
- iii) Except as provided for in 21 d) iv), not more than 10 days of personal leave can be used in a year by an employee for the purposes set out in 21 d) i). These limits apply to the employee's total accrued personal leave, which includes any untaken personal leave from the current year's entitlement and any untaken personal leave, which has accumulated from previous years.

- iv) By agreement between an employer and an individual employee, the employee may access an additional amount of their accrued personal leave for the purposes set out in 21 d) i), beyond the relevant limit set out in 21 d) iii). In such circumstances, the employer and the employee shall agree upon the additional amount that may be accessed.

e) Notice

- i) The employee when taking personal leave for personal illness or injury or to care for an immediate family member as specified in clause 21 a) i) must notify their immediate supervisor of their absence as soon as reasonably practicable. It may be before or after the leave starts.
- ii) 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
- iii) When taking personal leave to care for an immediate family member, the notice must be to the effect that the employee requires leave to provide care or support to a member of the employee's immediate family or household as they are suffering a personal illness, injury or an unexpected emergency.

f) Evidence supporting the claim

- i) When taking leave for personal illness or injury, the employee must, if required by the employer, establish by production of:
 - a) medical certificate from a registered health practitioner **or**
 - b) if it is not reasonably practicable to provide a medical certificate, the employee may provide a statutory declaration.
 - c) The medical certificate must state that the employee was or will be unfit for work due to personal injury or illness.
- ii) When taking leave to care for members of their immediate family or household who are sick and require care and support, the employee must, if required by the employer, establish by production of:
 - a) medical certificate from a registered health practitioner **or**
 - b) if it is not reasonably practicable to provide a medical certificate, the employee may provide a statutory declaration.
 - c) The medical certificate/statutory declaration must state that a member of the employees' immediate family or household has had or will have a personal injury or illness in the period requiring care by the employee.
- iii) When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of:
 - a) medical certificate from a registered health practitioner **or**
 - b) if it is not reasonably practicable to provide a medical certificate, the employee may provide a statutory declaration.

- c) The medical certificate/statutory declaration must state the nature of the emergency and that such emergency resulted in the person concerned requiring care of the employee

g) The effect of workers' compensation

If an employee is receiving workers' compensation payments, they are not entitled to paid personal leave.

h) Personal leave during annual leave

- i) Subject to the provisions of this subclause, the provisions of this clause apply to an employee who suffers personal ill health or injury during the time when he/she is absent on annual leave and an employee may apply for and the employer shall grant paid personal leave in place of paid annual leave.
- ii) Application for replacement shall be made within seven days of resuming work and then only if the employee was confined to his/her place of residence or a hospital as a result of his/her personal ill health or injury for a period of five consecutive working days or more and he/she produces a certificate from a registered medical practitioner that he/she was so confined. Provided that the provisions of this paragraph do not relieve the employee of the obligation to advise the employer in accordance with 21 e) of this clause if he/she is unable to attend for work on the working day next following his/her annual leave.
- iii) 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 he/she proceeded on annual leave and shall not be made with respect to fractions of a day.
- iv) Where paid personal leave has been granted by the employer in accordance with 21 e) i), 21 e) ii) and 21 e) iii) of this subclause, that portion of annual leave equivalent to the paid personal leave is hereby replaced by the paid personal leave and the replaced annual leave may be taken at another time mutually agreed to by the employer and the employee or, failing agreement, shall be added to the employee's next period of annual leave or, if termination occurs before then, be paid for in accordance with the provisions applying to annual leave.
- v) Payment for replaced annual leave shall be at the rate of salary applicable at the time the leave is subsequently taken provided that the annual leave loading prescribed in clause 20 a) iii) Annual leave, shall be deemed to have been paid with respect to the replaced annual leave.

j) Unpaid personal leave

- i) Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The employer and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days of unpaid leave per occasion, provided:
 - a) Unpaid carers leave may only be taken after the employee has exhausted their other paid personal/carers leave entitlements or by agreement between employee and employer.

- b) A period of unpaid carers leave does not break an employee's continuity of service. However it doesn't count as 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.
- c) The employee meets the requirements of 21 e) & 21 f)

22. Compassionate / Bereavement leave

a) Paid leave entitlement

- i) A permanent employee may take compassionate leave when a member of the employees immediate family or household member as defined in 21 a) i) :
 - a) contracts or develops a personal injury or illness that poses a serious threat to their life, or
 - b) dies
- ii) Two days per occasion may be taken in a single unbroken period of two days or two separate periods of one day or as agreed by the employer and employee
- iii) The employee must abide by notice requirements specified in 21 e)
- iv) The employee must abide by the evidence requirements specified in 21 f)

b) Part-time employees

A part-time employee is entitled to take two days bereavement leave on the same basis as prescribed for full-time employees in 22 a) except that leave is only available where the part-time employee would normally work on either or both of the two working days following the death.

c) Travel

Where attendance, at a funeral for an immediate family member as defined in clause 21 a), is outside the Great Southern Area the Officer may, in consultation with their supervisor, take an additional two days paid leave for travelling.

23. Parental Leave

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child. The provisions of this clause apply to full time, part time and eligible casual employees, but do not apply to other casual employees.

An eligible casual employee means a casual employee:

- i) employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
- ii) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

For the purposes of this clause, 'continuous service' is work for an employer on a regular and systematic basis (including any period of authorised leave or absence).

An employer must not fail to re-engage a casual employee because:

- i) the employee or employee's spouse is pregnant; or
- ii) the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

a) Definitions

- i) For the purpose of this clause **child** means a child of the employee under school age except for adoption of a child where child means a person under school age who is placed with the employee for the purpose of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who had previously lived continuously with the employee for a period of six months or more.
- ii) Subject to 23 a) iii), in this clause, **spouse** includes a de facto or former spouse.
- iii) In relation to clause 23 k)- adoption leave, **spouse** includes a de facto spouse but does not include a former spouse.

b) Basic Entitlement

- i) After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.
- ii) Subject to 23 g), parental leave is to be available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:
 - a) for maternity and paternity leave, an unbroken period of one week at the time of the birth of the child;
 - b) for adoption leave, an unbroken period of up to three weeks at the time of the placement of the child.

iii) **Eligibility**

The employee must comply with the documentation and notice requirements within clause 23, and immediately prior to the birth of the child, have completed 12 months continuous service with her employer and she is or will be an eligible casual employee.

c) **Variation of Parental leave**

Where an employee takes leave under clause 23 b) i) or 23 d) i) b), unless otherwise agreed between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change to be notified as soon as possible but no less than four weeks prior to the commencement of the changed arrangements. Nothing in this clause detracts from the basic entitlement in clause 23 b) i) or 23 d) i) b).

d) **Right to Request**

i) An employee entitled to parental leave pursuant to the provisions of clause 24 b) may request the employer to allow the employee:

- a) to extend the period of simultaneous unpaid parental leave provided for in clauses 23 b) ii) a) and (b) up to a maximum of eight weeks;
- b) to extend the period of unpaid parental leave provided for in clause 23 b) i) by a further continuous period of leave not exceeding 12 months;
- c) to return from a period of parental leave on a part-time basis until the child reaches school age;
to assist the employee in reconciling work and parental responsibilities.

ii) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

iii) **Employees request and the employers decision to be in writing**

The employees request and the employers decision made under clauses 23 d) i) b) and 23 d) i) c) must be recorded in writing.

iv) **Request to return to work part-time**

Where an employee wishes to make a request under clause 23 d) i) c), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

e) Maternity leave

- i)** An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:

 - (a)** of the expected date of birth (included in a certificate from a registered health practitioner stating that the employee is pregnant) - at least ten weeks;
 - (b)** of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks.
- ii)** When the employee gives notice under 23 e) i)(a) the employee must also provide a statutory declaration the following:

 - a)** The first and last days of any other authorised leave to be taken (or already taken by the employee because of her pregnancy or the expected birth, this does not include provisions under clause 23 f);
 - b)** any period of paternity leave sought or taken by her spouse
 - c)** the employee intends to be the primary carer of the child at all times while on maternity leave; and
 - d)** that for the period of maternity leave the employee will not engage in any conduct inconsistent with her contract of employment;
- iii)** An employee will not be in breach of this clause if the failure to give the required notice period is because of the birth occurring earlier than the presumed date.
- iv)** Subject to 23 b) i) and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of the birth.
- v)** Where an employee continues to work within the six week period immediately prior to the expected date of birth:

 - (a)** an employer may require the employee to provide a medical certificate stating that she is fit to work in her present position, or
 - (b)** whether it is inadvisable for the employee to continue to work in their current position because of illness or risks, arising out of the pregnancy or hazards connected with the position.
 - (c)** if the employee fails to provide a medical certificate the employer can direct the employee to commence maternity leave.

f) Employee safety

- i)** In some circumstances it may be inappropriate for an employee to continue in her job while pregnant either because the work is too hazardous or resulting because of the pregnancy, the employee is ill or there are particular risks with the pregnancy, in these instances the employee may be transferred to another safe job, provided:

- (a) the employee provides a medical certificate stating that, the work is hazardous or it is inadvisable for the employee to continue in the current position because of the risk to the employee.
- (b) in these circumstances the employee is entitled to be transferred to a safe job without any other changes to the employee's terms and conditions of employment.
- (c) if the employer does not think it practicable to provide the employee with other safe employment, the employee is entitled to, or may be directed to, commence paid leave. This leave is in addition to any other paid leave the employee is entitled such as annual leave or personal leave and will be paid at the employees basic periodic rate of pay immediately before the period begins and will end at either of the following dates:
 - i) the date on the medical certificate
 - ii) the day prior to the birth of the child
 - iii) where the pregnancy does not result in the birth of a living child, the day before the pregnancy ends.
- (d) Leave of this type does not reduce the employee's entitlement to 52 weeks of unpaid leave.

g) Special maternity leave

- i) If an employee takes special maternity leave she will be required to provide her employer with as soon as reasonably practicable:
 - (a) an application for special maternity leave stating the first and last ten days of the maternity leave, and
 - (b) if the employee has a pregnancy related illness- a medical certificate confirming the illness and that the employee is unfit to work, or
 - (c) if the employees pregnancy has ended – a medical certificate and statutory declaration
- ii) the employee will be entitled to the period of special maternity leave as indicated on the medical certificate.
- iii) Where an employee is suffering from an illness not related to the direct consequences of the birth, an employee may be entitled to paid sick leave in lieu of, or in addition to, special maternity leave.
- iv) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave, as a registered health practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

h) Recommencement date

Where leave is granted under 23 e) iv), during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

i) Return to work

- i) An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- ii) An employee will be entitled to the position that they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 23 f) the employee will be entitled to return to the position they held immediately before such transfer.
- iii) Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

j) Paternity Leave

- h) Eligibility to paternity leave as specified in clause 23 b) iii)
- ii) All eligible employees including eligible casual employees have an entitlement to paternity leave up to a maximum of 52 weeks, in respect to the birth of their child if the employee is the child's primary care giver.
- iii) The period of paternity leave will be less than 52 weeks if the employee, or the employees spouse, takes any other related leave such as maternity leave.
- iv) Types of paternity leave
 - a) Short paternity leave is an unbroken period of unpaid leave up to one week starting on the day the employees spouse gives birth. Notification requirements are as specified in sub clause 23 j) v) b).
 - b) Long paternity leave is a single unbroken period of unpaid leave, other than short paternity leave, taken by a male employee after his spouse has given birth so that the employee can be the child's primary care giver. Long paternity leave cannot run concurrently with maternity leave taken by the employee's spouse. Notification requires are as specified in clause 23 j) v)
- v) Paternity leave
An employee will provide the employer at least ten weeks prior to each proposed period of paternity leave, with:
 - (a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of birth, or states the date on which the birth took place; and
 - (b) written notification of the dates on which he proposes to start and finish the period of paternity leave; and

(c) except in relation to leave taken simultaneously with the child's mother under clauses 23 b) ii) a), 23 b) ii) b) and 23 d) i) a), a statutory declaration stating:

i) he will take that period of paternity leave to become the primary care-giver of a child;

ii) particulars of any period of maternity leave sought or taken by his spouse; and

iii) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

vi) The employee will not be in breach of 23 j) v) if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

vii) Return to work conditions as specified in 23 i)

k) Adoption leave

i) Eligibility for adoption leave as specified in 23 b) iii)

ii) Types of adoption leave

a) Pre adoption leave - up to two days unpaid leave to attend interviews or examinations required to obtain approval to adopt an eligible child

b) Short adoption leave is an unbroken period of unpaid leave up to three weeks starting on the day of placement of an eligible child with the employee.

c) Long adoption leave is a single unbroken period of up to 52 weeks taken by the employee after the day of placement of an eligible child with the employee for adoption so that the employee can be the child's primary care giver.

iii) Notification requirements of intention to adopt

Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

a) the employee is seeking adoption leave to become the primary care-giver of the child;

b) the first and last days of adoption leave sought or taken by the employee,

c) the first and last days of adoption leave sought or taken by the employee's spouse,

d) the date on which the child will be placed in the employees care,

e) that the child is an eligible child,

f) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

- iv) A statement from the adoption agency outlining the date of placement of an eligible child is required prior to the commencement of the adoption leave.
- v) Application for leave
 - a) Short adoption leave 14 days before the placement of the child
 - b) Long adoption leave the employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- vi) Return to work conditions as specified in 23 i)

PART F. – OTHER CONDITIONS

24. Payment of Wages

Paid fortnightly by electronic banking.

25. Probation

- a) The employer may elect to apply a probationary period of three months or a length appropriate to the duties and responsibilities of the employment, along with a qualifying period of six months, in which case the Officer shall be informed prior to engagement.
- b) Where the procedures in this clause, are to apply to an Officer, the Officer shall be informed in writing prior to engagement. Should the procedures not apply an Officer shall be regarded as confirmed as to the type of employment upon which the Officer was engaged.
- c) An officer on probation may have a regular meeting with their direct line supervisor, as determined by the supervisor, during the probationary period where feedback on performance will be provided. Where there is a concern within the officer's performance, a written assessment will be provided.
- d) During the probationary period, an employer desiring to terminate the services of an Officer shall give to such Officer one week's notice, or in lieu thereof, the employer shall pay to the Officer one week's salary.
- e) After the successful completion of the probationary period the Officer shall be notified in writing that he/she has continuing employment status.

26. Redundancy

- a) Where an employee's position becomes redundant as a result of workplace change, unsuccessful competitive tendering, amalgamation, privatisation or closure of sections or section of the work force covered by this Agreement, or restructure, the following shall apply:
- b) The parties recognise that if an employee is redundant, then the employee shall receive the following benefits upon leaving the organisation.
 - i) 12 weeks notice with job search entitlement as specified in clause 17 h).
 - ii) an additional one week's pay or notice, if the employee is 45 years of age or over;
 - iii) severance pay based on completed years of service (including those with former Town of Albany or former Shire of Albany) as follows:
 - 2 years service or less: 2 weeks pay for each completed year of service
 - 3 years to 5 years service: 2.5 weeks pay for each completed year of service
 - 6 years and over years' service: 3 weeks pay for each completed year of serviceup to a maximum of **52** weeks severance pay.
 - iv) any employee may elect to work less than the eight weeks notice and still enjoy the benefits of subclauses (ii) and (iii) of this clause, however, such employee shall only receive payment for that much of the notice period that the employee works.
 - v) Former employees of the Town and Shire with at least five years of continuous local government service will be paid pro rata long service leave should they take redundancy.

c) This clause does not apply to:

- employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- probationary employees;
- apprentices;
- trainees;
- employees engaged for a specific period of time or for a specified task or tasks; or
- casual employees.

d) Redeployment

- i) Where an opportunity is identified by the organisation for redeployment, and it is mutually agreed, the Officer accepts that should the position be of a lower level the reclassification will apply;
- ii) to undertake training and development as determined by the staff appraisal process. However a 12 week period of grace will apply where benefits will be maintained;
- iii) During this period the Officer will assess their appropriateness for the new role and shall have the option during this 12 weeks to reclaim redundancy;
- iv) Any period spent in redeployment, after which the officer reverts to redundancy, shall count towards the 12 weeks notice period.
- v) The employee shall be provided with the opportunity.

e) Redundancy Disputes

- i) Where the City of Albany contemplates terminating an Officer's employment due to redundancy and a dispute arises, the City of Albany will provide affected employees with relevant information including:
 - The reasons for the proposed redundancy
 - The number and categories of workers likely to be affected; and
 - The period over which any proposed redundancies are intended to be carried out
- ii) Where a redundancy dispute arises and discussions occur in accordance with this clause the employer will; as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse affects of any proposed redundancies on the employees concerned.

f) Job Search Entitlement

- i) During the period of notice of termination given by the employer in accordance with clause 10 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.
- ii) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he/she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- iii) The job search entitlements under this subclause apply in lieu of the provisions in clause 17 h)

- g) For purposes of this clause continuous service is determined as set out in clause 17 j)

27. Grievance / Dispute Procedure

- a) Any grievance, complaint, claim, dispute or any matter which is likely to result in a dispute between the City and any staff team, section of team or individual shall be settled in accordance with the procedures set herein.
- i) The team or section(s) of the team concerned shall discuss the matter with their team leader.
 - ii) If the matter cannot be resolved at this level the team leader shall, within 7 days, refer the matter to the respective Executive Director.
 - iii) The Executive Director shall, if able, resolve the matter raised to the satisfaction of both parties and, if not so able, refer the matter to the Consultative Committee (as referred to in clause 11) where a solution shall be pursued.
 - iv) Should the matter remain in dispute after the above processes have been exhausted either party may refer the matter to the Chief Executive Officer who shall be allowed two weeks to resolve the dispute to the satisfaction of all parties.
 - v) Should the matter remain in dispute after the above processes have been exhausted, either party may refer the matter to a mutually agreed mediator for conciliation and/or arbitration.
 - vi) An individual employee may opt to use the procedures set out in this clause to resolve a dispute with the City, which may arise in respect to this Agreement.
 - vii) 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 an representative of their choice.
 - viii) The settlement procedures provided by this clause shall be applied to all manner of disputes referred to in this clause, and no party, or individual, or group of individuals shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party, or individual in dispute to refer the matter for resolution by a mutually agreed mediator.

28. Travel Reimbursement

- a) Where a Supervising Officer and a Council officer agrees to use their own vehicle for work purposes travel will be carried out during work hours. Council will ensure that the employees vehicle is covered with vehicular insurance (at Council's expense) whilst engaged in Council activities only and the officer will be reimbursed to the value of all necessary fuel receipts plus 23% in recognition of wear & tear on vehicle.

29. Training & Development

- a) The City is committed to providing access to training to all employees. The overall training program shall be determined by Executive Management, taking the following into account:
- Recognition of Council policies and resources
 - Identify training requirements through annual performance reviews
 - Commitment to multi-skilling
- b) Assistance with formal studies where it benefits the organisation in accordance with Council policy.

30. Salary Sacrifice & Novated leases

a) Superannuation

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.

b) Salary Sacrifice

- i) 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 Group Certificate.
- ii) Salary sacrifice shall be processed through the City's normal payroll facility and the City will absorb any administrative costs.
- iii) 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).
- iv) Once an employee has withdrawn from salary sacrifice and wishes to re-enter, they must make a new written application.
- v) Employees may only alter the level (%) of salary sacrifice twice per financial year (July 1 to June 30).
- vi) The City shall make available to all employees a copy of the 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.
- vii) It is the onus of 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.
- viii) Salary sacrifice may only be made where the item would not attract a Fringe Benefits Tax (eg laptop computer, overseas conference, superannuation contribution) payment from the City.

c) Novated leases

The City will participate with employees to secure novated leases for vehicles, where an employee wishes to arrange a novated lease, provided the lease has no financial impact upon the City other than administration costs.

31. Self Managed Work Teams

- a) Self Managed Work Teams are those which:
 - Share the responsibility for a work process, in whole or in part, which delivers a product or service to an internal or external customer;
 - Work together to improve their operations, handle day to day problems, plan and control their work and trial new initiatives.
- b) 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:
 - Safety
 - Productivity
 - Quality

- Timely service delivery
 - Resource utilisation
 - Training
 - Process improvements
 - Scheduling people
 - Work assignments
- c) Local Work Area Arrangements can apply to self managed work teams and form Annexes to this agreement. Provisions of a Local Work Area Arrangement override the provisions of this agreement.
- d) The parties are committed to undertake the necessary training and identification of resources required for the implementation of self managed work teams.
- e) The prime role of the organisation in the development of self-managed work teams is to:
- Provide vision
 - Transfer management responsibilities and authority to teams
 - Facilitate external relationships
 - Provide resources
 - Plan longer term
 - Provide training
 - Support team members' career development

32. Clearances

- a) The City of Albany will pay for clearances as required by regulation for Children Services Employees over the period of their employment being, upon commencement of employment where an individual has yet to obtain clearances as required by regulation and upon expiry of the clearances throughout the term of employment at the City of Albany's Day Care Centre.
- b) All clearances are covered under clause 32 a) except in the case of a TB clearance, as required by regulation, prior to an employee commencing employment at the Day Care Centre and after an employee travels overseas to a country nominated by the government requires a new TB clearance.

33. First aid training

- a) The City of Albany will pay for all First aid training as required by regulation for all Children Services Employees. This includes the full and refresher-training courses as required.
- b) Where that training is outside ordinary hours of work as detailed in clause 15 a) and b) Ordinary hours of work, the staff member will accrue time in lieu in accordance with clause 18 Overtime.
- c) First aid training is not included as training course in accordance with clause 34 Training.

34. Training

Where Day Care employees required to undertake two courses per financial year. If the employee completes any other training over and above two courses within a financial year, outside of work hours, time in lieu will be applicable, as provided for under clause 18 Overtime.

35. Long Service Leave

- a) Long service leave is according to the Local Government (Long Service Leave) Regulations.
- b) Second period and ongoing periods of Long Service Leave:
Staff will be entitled to 13 Weeks of Long Service Leave every 7 years of continuous service (refer clause 17 j) after the initial period of 10 years
- c) The parties recognise that this clause provides a benefit greater than which is provided for in the Local Government (Long Service Leave) Regulations and thereby the parties recognise the additional entitlement is not portable to another Local Government Authority.

36. Jury Service

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 City Management.

PART G. – CLASSIFICATION DEFINITIONS

37. Children Services Employee Level 1

Child Care 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.

Child Care Support Employees Level 1 Grade 2	
Definition	An untrained ancillary employee who is employed to undertake cooking or 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 subject to routine supervision;• Is required to exercise discretion during the course of his/her own work.
Salary	An employee at this Level is entitled to incremental progression to pay level 1.4.

38. Children Services Employee Level 2

Child Care Giver	
Definition	This is an employee 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; • 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	<p>Additional duties of an employee at this level with more than 2 years experience in the industry may include the following:</p> <ul style="list-style-type: none"> • Assist in the 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	An employee at this Level is entitled to incremental progression to pay level 2.9 based on age.

39. Children Services Employee Level 3

Child Care Giver (Cert 3, Cert 4 & Diploma)	
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; or • 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; • 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	<p>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> <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.

40. Children Services Employee Level 4

Qualified Child Care Giver	
Definition	<p>This is an employee who:</p> <ul style="list-style-type: none"> • has completed AQF Certificate IV in Children's Services or an equivalent qualification; or • 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; • 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"> • 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.
Salary	<p>Subject to this Agreement, an employee at this level is entitled to incremental progression to pay level 4.3</p>

41. Children Services Employee Level 5: Part A

Day Care Coordinator	
Definition	This is an employee who has completed an [AQF 5] Diploma in Children's Services or equivalent, and/or is appointed as either an Assistant Director of a service, or a Children's Services Coordinator:
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 Director, to the development of the centre or service's policies; • coordinate centre operations including Occupational Health and Safety, program planning, staff training; • take responsibility for the day-to-day management of the centre or service in the temporary absence of the Director and for management and compliance with licensing and all statutory and quality assurance issues; and • generally supervise all employees within the service • coordinating the activities of more than one group • supervise staff, trainees and students on placement • assist manager with administrative functions as directed by the Manager.
Salary	<p>Subject to this Agreement, an employee at this level is entitled to incremental progression to pay level 5.3.</p> <p>However:</p> <p>An employee at this level who holds a relevant Advanced Diploma (AQF 6) must be paid no less than CSE Level 5.4</p>

42. Children Services Employee Level 5: Part B

Manager Relief	
Definition	This is an employee who has completed an [AQF 5] Diploma in Children's Services or equivalent, and/or is appointed as either an Assistant Director of a service, or a Children's Services Coordinator:
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 • supervise staff, trainees and students on placement
Additional duties	<ul style="list-style-type: none"> • manager relief includes the following duties and duties mentioned above • supervise the implementation of developmentally appropriate programs for children • 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 Supervising Officer pursuant to the Community Services (Child Care) Regulations 1988 as amended
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. • Absences of two days or less will not be regarded as block leave.

43. Children Services Employee Level 6

Director Level 6	
Definition	<p>A Director 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; • develop and maintain policies and practices for the centre or service, • is appointed to act as the Supervising Officer pursuant to the Community Services (Child Care) Regulations 1988 as amended
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 skills and experience.

PART H – WAGE SCHEDULE

44. Children Services Employee: Wage Schedule

**EMPLOYEE COLLECTIVE (DAY CARE) AGREEMENT:
Wage Schedule**

	Level	Award Salary: 1 October 2007	ECA Annual Salary	ECA F/nightly Salary	ECA Hourly Rate
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Children Services Employee Level 1

Child Care Support Employee Grade One					
Cleaner	1.1	1,122.52	29,185.52	1,122.52	14.7700
Kitchen Hand	1.2	1,136.20	29,541.20	1,136.20	14.9500

Child Care Support Employee Grade Two					
	1.3	1,144.56	29,758.56	1,144.56	15.0600
	1.4	1,160.52	30,173.52	1,160.52	15.2700

Children Services Employee Level 2

Child Care Giver-Junior					
At 16 years and under	2.1	589.76	15,333.76	589.76	7.7600
At 17 years	2.2	707.71	18,400.51	707.71	9.3120
At 18 years	2.3	884.64	23,000.64	884.64	11.6400
At 19 years	2.4	1,002.59	26,067.39	1,002.59	13.1920
At 20 years	2.5	1,120.54	29,134.14	1,120.54	14.7440

Child Care Giver (Age 21 +)					
	2.6	1,122.52	29,185.52	1,122.52	14.7700
	2.7	1,141.52	29,679.52	1,141.52	15.0200
	2.8	1,160.52	30,173.52	1,160.52	15.2700
	2.9	1,179.52	30,667.52	1,179.52	15.5200

Children Services Employees Level 3

Child Care Giver (Cert. 111)					
	3.1	1,231.96	32,030.96	1,231.96	16.2100
	3.2	1,277.56	33,216.56	1,277.56	16.8100
	3.3	1,320.88	34,342.88	1,320.88	17.3800

Child Care Giver (Cert. IV)	3.4	1,356.60	35,271.60	1,356.60	17.8500
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Child Care Giver (Diploma)	3.5	1,399.16	36,378.16	1,399.16	18.4100
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Children Services Employees Level 4

Qualified Child Care Giver					
	4.1	1,457.68	37,899.68	1,457.68	19.1800
	4.2	1,491.88	38,788.88	1,491.88	19.6300
	4.3	1,504.80	39,124.80	1,504.80	19.8000

Children Services Employee Level 5					
Day Care Coordinator (Staff with Advanced Diploma AQF 6 Only)	5.1	1,529.12	39,757.12	1,529.12	20.1200
	5.2	1,552.68	40,369.68	1,552.68	20.4300
	5.3	1,576.24	40,982.24	1,576.24	20.7400
	5.4	1,582.32	41,140.32	1,582.32	20.8200

Manager Relief	5.5	1,789.80	46,534.80	1,789.80	23.5500
	5.6	1,813.36	47,147.36	1,813.36	23.8600
	5.7	1,836.92	47,759.92	1,836.92	24.1700
	5.8	1,909.12	49,637.12	1,909.12	25.1200

Children Services Employee Level 6					
Manager	6.1	1,976.00	51,376.00	1,976.00	26.0000
	6.2	1,999.56	51,988.56	1,999.56	26.3100
	6.3	2,023.12	52,601.12	2,023.12	26.6200

PART I. – DECLARATION & SIGNATORIES

46. Salary Increases

- a) According to the Perth March Quarter CPI applied annually on 1st July over the term of or until the agreement is replaced by a similar instrument.

47. Signatories

EXECUTED BY THE PARTIES:

Consultative Committee Member

Name: Aimee Condren

Dated:

Consultative Committee Member

Name: Heather Snape

Dated:

**City of Albany
Management Representative**

Name: Bill Parker

Dated:

**City of Albany
Chief Executive Officer**

Name: Andrew Hammond

Dated: