



City of Albany
Above Award Policy -
Day Care Employees

Above Award Policy – Day Care Employees
Table of Contents

Preface2

Part A – Contract of Employment2

1. Probation 2

2. Contract of Employment..... 2

3. Classification and Reclassification of Positions 4

4. Higher and Extra Duties 5

5. Allowances 6

6. Superannuation Co-Contribution..... 7

8. Salary Sacrifice and Novated Leases 7

Part B – Hours of Work.....8

9. Rostering of Hours of Work 8

10. Variable Work Arrangements 8

11. Overtime..... 9

Part C – Leave.....9

12. Annual Leave 9

13. Personal/Carer’s Leave 12

14. Bereavement Leave 12

15. Parental Leave 13

16. Family Violence Leave 14

17. Leave Without Pay..... 15

19. Purchased Leave 15

20. Cultural Leave 16

21. Long Service Leave..... 16

22. Community Services Leave..... 16

23. Study Leave..... 18

Part D – Other Conditions 19

24. Redundancy and Redeployment 19

25. Employee Assistance Program 21

26. Self-Managed Work Teams 21

27. Travel Reimbursement 22

28. Health and Safety in the Workplace..... 22

Part E – Classification Definitions 23

29. Daycare Employees 23

Part F – Wage Schedule 30

30. Day Care Employees Wage Schedule 30

Wage schedule 30

Document Approval 31

Document Control..... 31

Document Revision History 31

Preface

This Policy is to be read in conjunction with the Child Care (Subsidised Centres) Award (the Award). The intent of this policy is to preserve above-Award conditions provided to employees of the City of Albany (the City) under the City of Albany Enterprise Agreement 2019 (the Agreement) notwithstanding that the Agreement no longer applies. This Policy is applicable to all Day care Employees whose classification falls within the Award (the Employees).

Part A – Contract of Employment

1. Probation

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

2. Contract of Employment

2.1 Full Time Employment

- 2.1.1 A full-time Employee shall mean an Employee who is engaged to work the standard ordinary hours in accordance with the Ordinary Hours of Work provided under clause 7.

2.2 Part-time/Job Sharing Employment

- 2.2.1 A part-time Employee shall mean an Employee who works regularly for less than the standard ordinary hours in each week.
- 2.2.2 An Employee so employed shall receive payment for salary, annual leave and personal/carer's leave as prescribed by this Policy 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.
- 2.2.3 Requests for job sharing must be made in writing and arrangements made by mutual agreement between the job-sharing Employees and the City; subject to operational requirements.

2.3 Casual Employment

- 2.3.1 A casual Employee shall be paid an hourly rate determined by adding the appropriate "casual loading" to the ordinary hourly rate of pay for the classification of work performed in addition to any other penalty rate payable for the hours of work performed.
- 2.3.2 The casual loading shall be 25% of the ordinary hourly rate of pay for the classification of work performed.
- 2.3.3 Casual Employees shall not be entitled to the benefits of Paid Annual Leave, Personal/Carer's Leave, Parental Leave and Public Holidays provided for by this Policy. The exception is that casual Employees will be entitled to unpaid carer's leave, paid bereavement leave and unpaid parental leave in accordance with the requirements in the Minimum Conditions of Employment Act 1993 (WA).

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

2.4 Right to Request Casual Conversion

- 2.4.1 A person engaged by the City as a regular casual Employee may request that their employment be converted to full-time or part-time employment.
- 2.4.2 A regular casual Employee is a casual Employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to perform as a full-time Employee or part-time Employee under the provisions of this Policy.
- 2.4.3 A regular casual Employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- 2.4.4 A regular casual Employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- 2.4.5 Any request under this sub-clause must be in writing and provided to the City.
- 2.4.6 Where a regular casual Employee seeks to convert to full-time or part-time employment, the City may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the Employee.
- 2.4.7 Reasonable grounds for refusal include that:
- 2.4.7.1 it would require a significant adjustment to the casual Employee's hours of work in order for the Employee to be engaged as a full-time or part-time Employee in accordance with the provisions of this Policy – that is, the casual Employee is not truly a regular casual Employee as defined in sub-clause 2.4.3;
 - 2.4.7.2 it is known or reasonably foreseeable that the regular casual Employee's position will cease to exist within the next 12 months;
 - 2.4.7.3 it is known or reasonably foreseeable that the hours of work which the regular casual Employee is required to perform will be significantly reduced in the next 12 months;
 - 2.4.7.4 it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the Employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the Employee is available to work; or
 - 2.4.7.5 acceptance of the request by a local government would contravene a merit selection employment requirement contained in State or Territory legislation applicable to local governments.

- 2.4.8 For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- 2.4.9 Where the City refuses a regular casual Employee's request to convert, the City must provide the casual Employee with the City's reasons for refusal in writing within 21 days of the request being made. If the Employee does not accept the City's refusal, this will constitute a dispute that will be dealt with under the City's Dispute Settlement Procedure.
- 2.4.10 Where it is agreed that a casual Employee will have their employment converted to full-time or part-time employment as provided for in this clause, the City and Employee must discuss and record in writing:
 - 2.4.10.1 the form of employment to which the Employee will convert – that is, full-time or part-time employment; and
 - 2.4.10.2 if it is agreed that the Employee will become a part-time Employee, the regular pattern of work, specifying at least the hours worked each day, which days of the week the Employee will work and where practicable the actual starting and finishing times each day.
- 2.4.11 The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- 2.4.12 Once a casual Employee has converted to full-time or part-time employment, the Employee may only revert to casual employment with the written agreement of the City.
- 2.4.13 A casual Employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
- 2.4.14 Nothing in this clause obliges a regular casual Employee to convert to full-time or part-time employment, nor permits the City to require a regular casual Employee to so convert.
- 2.4.15 Nothing in this clause requires the City to increase the hours of a regular casual Employee seeking conversion to full-time or part-time employment.
- 2.4.16 The City must provide a casual Employee, whether a regular casual Employee or not, with a copy of the provisions of this sub-clause within the first 12 months of the Employee's first engagement to perform work.
- 2.4.17 A casual Employee's right to request to convert is not affected if the City fails to comply with the notice requirements in clause 2.4.16.

3. Classification and Reclassification of Positions

- 3.1 Positions will be classified in accordance with the level definitions provided for within Clause 27 of this Policy.
- 3.2 Positions Descriptions shall be used as the primary source of classifying positions.

- 3.3 Employees may make a written request for a position reclassification once per annum and/or at the time of the Personal Performance Development Review; provided that where there are deemed to be exceptional circumstances an application may be lodged at any time. Should an Employee be successful in their position being reclassified the date of effect shall be the date of the lodgement of the application.
- 3.4 The grounds for which a request for review may be made are, having regard to the classification definitions as specified in Clause 27 of this Policy are as follows:
 - 3.4.1 Significant and identifiable changes in the nature and work value of ongoing duties performed;
 - 3.4.2 Significant increases in responsibilities on an ongoing basis;
 - 3.4.3 Significant change in the skills, knowledge and experience required to undertake the duties; and/or
- 3.5 Within four weeks of receipt of the application, the City shall supply the Employee with a written response detailing the outcome of the application, or if the reclassification cannot be completed within that time frame a written response detailing the expected date of completion.
- 3.6 The Employee may request a representative of their choice to be party to any discussions.
- 3.7 On initial appointment of an Employee, the City shall give consideration to an Employee's previous relevant experience in order to ascertain the appropriate salary point for the position.

4. Higher and Extra Duties

- 4.1 Where an Employee is directed to perform the duties applicable to a higher graded position for a continuous period of not less than one (1) day and satisfactorily carries out the duties and responsibilities applicable at the time the relief is performed, they shall be paid the minimum salary/wage of the higher graded position during the whole time of performing such duties. Provided that this paragraph shall not apply to any Employee who in accordance with this Policy has negotiated a salary which takes into consideration the need to deputise.
- 4.2 An Employee who is required to carry out part only of the duties of the higher position shall be paid at a rate agreed between the Employee and the City.
- 4.3 Where an Employee, whilst acting in a higher classification position and in receipt of higher classification pay commences annual or personal/carers leave, the Employee shall receive any payment to which they are entitled to at the higher classification rate if the Employee has been engaged on the higher duties continuously for five (5) working days or more immediately preceding the taking of annual or personal/carers' leave.

4.4 Multifunctional Employees

4.4.1 In order to foster multi-skilling, Employees may be assigned from time to time to any one of the positions in any area, of the Day care operations. The purpose is to ensure, by mutual agreement, the most efficient and cost-effective use of human resources within the centre, having regard for commercial realities.

4.4.2 An Employee may be re-assigned from one position to another on an “as needed” basis during any shift, without notice, if that Employee is adequately trained and competent in the re-assigned position. Employees shall receive the relevant rate of pay applicable to which they may be assigned after one hour of commencing in that position, provided that it is not less than the rate of pay applicable to the position to which the Employee’s contract of employment relates, in which case the Employee will be paid at a rate of pay applicable to such position.

4.5 Any extra duties must be agreed between the City and Employee on the basis that they will not result in an unreasonable workload:

4.5.1 An Employee will not be expected to perform any additional duties unless they are confident that they are adequately qualified and experienced to competently complete the required tasks.

4.5.2 To cover any additional work that cannot be completed during normal working time, the City may authorise the working of overtime.

5. Allowances

5.1 Meal Allowance

5.1.1 Employees who work more than two hours’ overtime in a minimum of 8 hours on duty will be provided with a meal or paid a meal allowance of \$20.46.

5.1.2 Where the City requires the Employee to continue working for a further two hours of continuous overtime work, the Employee will be paid an additional meal allowance of \$20.46.

5.2 First Aid Allowance

5.2.1 Where operational needs require an on-site First Aid Officer as recognised by the City, the First Aid Officer shall be paid an allowance of \$18.04 per week.

5.2.2 Recognised on-site First Aid Officers shall be granted paid time off to establish and renew recognised first aid qualifications.

5.2.3 Fees, materials or any other reasonable costs associated with the training shall be incurred by the City.

5.2.4 Clause 5.2 does not apply where the requirement to hold a first aid qualification is a requirement of the Employee’s position.

6. Superannuation Co-Contribution

- 6.1 The City will match Employee contributions to a maximum of 6% in addition to the contributions required by the Superannuation Guarantee Contributions (SGC).
- 6.2 If the Employee voluntarily contributes an amount to superannuation, then it shall be matched by the City as follows:

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

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

7. Salary Sacrifice and Novated Leases

- 7.1 The Employee’s voluntary contributions additional to the superannuation guaranteed contribution (SGC) are, by default, salary sacrificed, and Employees will receive details of contributions on their fortnightly payslips.
- 7.2 The amount to be sacrificed will be deducted from the Employee’s gross wage prior to taxation being applied. This will reduce the Employee’s taxable income by the amount of the sacrificed component.
- 7.3 Overtime, penalty rates and loadings will be calculated and applied using the pre-sacrifice wage amount.
- 7.4 Salary sacrifice shall be processed through the City’s normal payroll facility and the City will absorb any administrative costs.
- 7.5 Employees may at any time withdraw from salary sacrifice but are required to give notice to the Payroll Officer of at least two pay periods in advance (4 weeks).
- 7.6 Once an Employee has withdrawn from salary sacrifice and wishes to re-enter, they must make a new written application.
- 7.7 Employees may only alter the level (%) of salary sacrifice twice per financial year (July 1 to June 30).
- 7.8 The City shall make available to all Employees a City policy relating to salary sacrifice and implement such an opportunity, in accordance with taxation and other relevant laws, at the written request of an Employee.

- 7.10 The onus is on the individual to make themselves aware of the conditions relating to salary sacrificing, which may vary from time to time depending on changes to legislation and complying funds as they apply.
- 7.11 Salary sacrifice may only be made where the item would not attract a Fringe Benefits Tax payment from the City subject to Fringe Benefits Tax legislation and regulations applicable at the time of entering the salary sacrifice arrangement.
- 7.12 The City of Albany supports Novated Leases as per the City of Albany Fleet Management Policy & Guideline.

Part B – Hours of Work

8. Rostering of Hours of Work

- 8.1 For all Employees, unless mutually agreed by the individual Employee and the City, the following rostering constraints shall apply:
 - 8.1.1 The minimum amount of time rostered per shift shall be three (3) hours.
 - 8.1.2 Employees shall not be rostered for split shifts on the same day.
- 8.2 All reasonable attempts will be made to establish rosters four (4) weeks in advance in consultation with Employees and in consideration of:
 - 8.2.1 Employee wellbeing and work-life balance;
 - 8.2.2 Customer expectations;
 - 8.2.3 Public safety; and
 - 8.2.4 Other organisational requirements.
- 8.3 Rosters shall be prominently displayed at the place of work in a position accessible to the Employees concerned. Rosters shall also be communicated by electronic means (e.g., email).
- 8.4 Unless otherwise agreed between the Employee and Supervisor, a minimum of 72 hours' notice on rosters or changes to rosters will apply.

9. Variable Work Arrangements

- 9.1 **Family Friendly Flexibility**
 - 9.1.1 Where Employees need access to family friendly flexibility it is encouraged these are negotiated with their Manager.
 - 9.1.2 Unless by mutual agreement, an Employee or Supervisor shall supply a minimum of one (1) months' notice if a change in the working arrangements is required.

10. Overtime

10.1 Penalties

- 10.1.1 Overtime shall mean all work performed outside the ordinary span of hours Monday to Friday, or in excess of the ordinary fortnightly hours. It shall be paid at the rate of time and a half for the first two hours of overtime and double time thereafter.

Part C – Leave

11. Annual Leave

11.1 Period and Payment of Leave

- 11.1.1 Except as hereinafter provided, a period of one hundred and fifty-two (152) hours leave with payment shall be allowed annually to a full-time Employee by the City provided that the City and an Employee may agree on alternative arrangements of the taking of such leave.
- 11.1.2 The accrual of annual leave occurs every fortnight.
- 11.1.3 An Employee before going on leave may be paid the ordinary salary the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on leave during the relevant period.
- 11.1.4 In recognition of the Employee's loss of opportunity to work overtime during a period of annual leave an Employee shall receive a loading of 17.5% calculated on the rate of ordinary salary prescribed by this Policy.
- 11.1.5 By agreement between the City and an Employee, the 17.5% loading may be cashed out and/or included as a component in the Employee's salary.

11.2 Annual Leave and Public Holidays

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

11.3 Absence from Work

- 11.3.1 Any time in respect of which an Employee is absent from work, except time for which the employee is entitled to claim personal/carer's leave or time spent on holidays or annual leave or workers compensation as prescribed by this Policy, shall not count for the purpose of determining their right to annual leave.

11.4 Taking of Leave

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

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

11.4.3 Leave will not be unreasonably denied if the Employee has sufficient accrued leave.

11.5 Annual Leave on Half Pay

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

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

11.6 Annual Leave on Double Pay

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

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

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

11.7 Leave on Termination

11.7.1 The 17.5% annual leave loading is to be applied to the unused leave paid out on termination.

11.8 Festive Leave

11.8.1 In addition to the Annual Leave and Public Holidays prescribed for in the Award, each employee shall be entitled to take up to three (3) days off pro-rata without loss of pay during the festive period between Christmas and New Year.

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

11.8.3 The provision in clause 10.8.1 does not apply to Employees who during a particular festive period are on unpaid leave.

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

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

11.9 Leave in Advance

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

11.9.2 Any entitlement to leave and/or payment under 10.1 or 10.3 hereof, will be reduced by the amount of leave and payment granted under this sub-clause.

11.10 Substitute holidays

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

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

11.10.3 When a public holiday (as prescribed in the Award) falls on a day on which an Employee is rostered off, such Employee shall be entitled to a day in lieu thereof to be taken at such time as may be mutually agreed upon by the Employee and the City.

11.10.4 When an Employee is required to be on duty on any of the public holidays prescribed in the Award, the Employee shall be entitled to payment as follows:

11.10.4.1 When an Employee is required to be on duty on any of the holidays such Employee shall be allowed payment for all time worked at the rate of double time and one half; or

11.10.4.2 By agreement, between the City and the Employee concerned, the Employee may be granted time off in ordinary hour's equivalent to the time worked, without loss of pay, at a mutually agreed time.

11.10.4.3 An Employee who works on an observed and actual public holiday will be paid the penalty rate in clause 32.2.4 for working on the observed public holiday, but not both.

12. Personal/Carer's Leave

12.1 Amount Of Paid Personal/Carer's Leave

12.1.1 The amount of personal/carer's leave to which an Employee is entitled depends on how long they have worked for the City (on a pro rata basis) as indicated below:

12.1.1.1 On commencement of 1st, 2nd, and 3rd years of continuous service 76 hours.

12.1.1.2 On commencement of 4th and subsequent years 91.20 hours.

12.2 Leave Entitlement

12.2.1 Unused portions of paid personal/carer's leave in any one year shall accumulate from year to year. Employees shall be entitled to use accumulated leave under clause 11.1.1.

12.3 Evidence Supporting the Claim

12.3.1 The Employee shall not be required to produce a certificate from a medical practitioner with respect to absences of three days or less, unless after three such absences in any year of service, the City will request that the next absences in that year, shall be accompanied by such certificate or other proof as required by the remainder of this clause. A year is defined as commencing and ending on the anniversary of the Employee's start date with the City.

12.3.2 When taking leave for personal illness or injury, the Employee must, if required by the City under clause 11.2.1, establish by production of:

12.3.2.1 A medical certificate from a Registered Health Practitioner stating that the Employee was or will be unfit for work due to personal injury or illness; or

12.3.2.2 If it is not reasonably practicable to provide a medical certificate, the Employee may provide a statutory declaration.

12.3.3 When taking 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 unexpected emergency, the Employee must, if required by the Supervisor / Line Manager, establish by production of a medical certificate from a Registered Health Practitioner or, if it is not reasonably practicable to provide a medical certificate, the Employee may provide a statutory declaration, stating 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.

13. Bereavement Leave

13.1 An Employee, other than a casual Employee, shall be entitled to be paid for up to four (4) days per occasion of bereavement leave to spend time with a significant person who contracts or develops a personal illness, or sustains a personal injury that poses a serious threat to their life, or dies.

- 13.2 For the purposes of this clause, a significant person is defined as being an immediate family or household member and also a person whom the City agrees is a close family member.
- 13.3 Under exceptional circumstances, and subject to the City's consent, a further two days paid leave may be negotiated to cover significant travel outside of the Great Southern Region. Further, accumulated RDO's or accrued time in lieu may be added to this period if necessary.
- 13.4 An Employee, including a casual Employee, shall be entitled to up to four (4) days of unpaid bereavement leave and may take further unpaid leave by agreement with the City.
- 13.5 A part-time Employee is entitled to the provisions of this clause except that paid bereavement leave is only available where the part-time Employee would normally be at work.
- 13.6 In order to be entitled to bereavement leave the Employee must advise the City as soon as reasonably practicable of their intention to take bereavement leave, and when requested provide the City with evidence to satisfy a reasonable person as to the necessity of taking such leave.
- 13.7 Where the Employee is entitled to bereavement leave, they shall be paid at the rate of wage applicable at the time the leave was taken.

14. Parental Leave

14.1 Unpaid Parental Leave

- 14.1.1 Unpaid parental leave may be taken in more than one single continuous period.

14.2 Paid Parental Leave Scheme for the Primary Care Giver

- 14.2.1 Eighteen (18) weeks paid parental leave will be available to all eligible Employees.
- 14.2.2 A maximum of six (6) of the eighteen (18) weeks can be used prior to the commencement of parental leave with the remainder of twelve (12) weeks occurring at the commencement of the parental leave.
- 14.2.3 For the paid parental leave provided by this Policy, the City will pay the total difference between the Commonwealth Government's legislated parental leave contribution and the Employee's current salary up to a maximum rate equivalent to \$70,000 per annum.
- 14.2.4 Paid parental leave will be paid on a fortnightly basis either at the ordinary rate over eighteen (18) weeks or at half pay over thirty-six (36) weeks at the election of the Employee.
- 14.2.5 Part-time Employees are entitled to the provisions of the City's paid parental leave scheme on a pro-rata basis. The payment for the leave will be determined based on the average weekly hours the Employee worked in the preceding twelve (12) months.
- 14.2.6 Employee entitlements will accrue during the period of paid parental leave only.
- 14.2.7 Casual Employees are not entitled to the provisions of the City's paid parental leave scheme.

14.3 Paid Parental Leave Scheme for the Non-Primary Care Giver

- 14.3.1 In addition to the Commonwealth Government’s legislated and funded two (2) weeks of paid Dad and Partner Pay for eligible Employees, the City will provide paid non-Primary Care Givers’ leave of one (1) week.
- 14.3.2 The additional one (1) week paid leave provided by the City is to be taken in a single continuous period.
- 14.3.3 Eligible Employees are also entitled to two (2) weeks unpaid leave.
- 14.3.4 Other leave entitlements may be accessed once the paid non-Primary Care Givers’ leave entitlements has been utilised; by agreement between the Employee and the City.

14.4 Adoption Leave

- 14.4.1 Employees eligible for Adoption leave are also entitled to the provisions of Clause 13 in addition to the entitlements provided in the Minimum Conditions of Employment Act 1993 (WA).

14.5 Variation of Parental leave

- 14.5.1 In addition to the provisions of the Minimum Conditions of Employment Act 1993 (WA), if the City agrees, the Employee may further extend the period of unpaid parental leave one or more times up to a maximum of twenty-four (24) months leave.
- 14.5.2 An application for variation of parental leave must meet the requirements under the Minimum Conditions of Employment Act 1993 (WA).

15. Family Violence Leave

- 15.1 The City of Albany recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the City of Albany is committed to providing support to staff that experience family violence.
- 15.2 An Employee experiencing family violence will have access to up to ten (10) days per year (non-accumulative) of paid special leave for medical appointments, legal proceedings and other activities related to their family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days, or as a fraction of a day, and can be taken without prior approval.
- 15.3 An Employee who supports a person experiencing family violence may take carer’s leave to accompany them to court, to hospital, or to provide care for children.
- 15.4 Employees will provide notice of the need for leave as soon as possible after becoming aware of the need for leave and will provide evidence to substantiate the need for leave. The evidence required is evidence that would satisfy a reasonable person that the leave is for the purpose for which it is being taken; specific examples including a court order, police report, hospital incident report or incident report from a social and community service organisation registered with the Women’s Council Domestic and Family Violence Services.

16. Leave Without Pay

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

17. Purchased Leave

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

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

- 17.2 Participation in the scheme is by application and, if rejected, the City shall provide the reasons for denial of the application in writing.
- 17.3 The additional leave purchased is to be taken subject to the agreement of the City and operational convenience and will be approved to be taken using the City's normal annual leave application process.
- 17.4 The purchased leave will not be accrued from year to year.
- 17.5 Each purchased leave arrangement will be reviewed on a yearly basis and workers shall apply to continue to participate in the scheme. Failure to use the previous years' purchased leave may result in a subsequent application for participation in the scheme being denied.
- 17.6 In the event that the Employee is unable to take such leave, their salary will be adjusted on the last pay period to take into account time worked during the previous year that was not included in their salary.
- 17.7 The 17.5% loading for annual leave is not applicable for any period of purchased leave.

18. Cultural Leave

- 18.1 The City, in recognising all cultures with the workforce, shall allow staff to take approved leave to attend a recognised Cultural National Day of Celebration relating to their cultural heritage. The leave is to be approved by the Employee’s Supervisor in advance and shall be in the form of an accrued Rostered Day Off, Time in Lieu or Annual Leave.
- 18.2 This clause shall also be read in conjunction with the City of Albany Aboriginal Accord and clause 10.10 of this Policy which provides Employees the opportunity to substitute a Public Holiday for the National Aboriginal and Islander Day of Celebration.

19. Long Service Leave

- 19.1 Employees shall be entitled to thirteen (13) weeks Long Service Leave after seven (7) years of continuous service, and another thirteen (13) weeks for every seven (7) years of continuous service thereafter.
- 19.2 All other conditions remain in accordance with the Western Australia (WA) Local Government (Long Service Leave) Regulations that may be varied from time to time.
- 19.3 This clause provides a benefit greater than that which is provided for in the WA Long Service Leave (Local Government) Regulations and the additional entitlement is not portable to another Local Government Authority (LGA).
- 19.4 New Employees transferring their Long Service Leave entitlement in accordance with the Local Government (Long Service Leave) Regulations from another Local Government with a 10-year accrual period, will have their entitlement converted to a 7-year accrual period as per the table below.

Table 1 – Long Service Leave

Current Years of Service at the commencement of the Collective Enterprise Agreement 2013	Remaining LSL Accrual (% of 10yrs) at the commencement of Collective Enterprise Agreement 2013	Remaining Years until entitled to 13 weeks LSL at the commencement of Collective Enterprise Agreement 2013
1	0.9	6.3
2	0.8	5.6
3	0.7	4.9
4	0.6	4.2
5	0.5	3.5
6	0.4	2.8
7	0.3	2.1
8	0.2	1.4
9	0.1	0.7
10	0	0

20. Community Services Leave

20.1 Jury Service and Employees Subject to Subpoena

- 20.1.1 The City shall release Employees subject to subpoena or for the purpose of jury service without loss of pay. Proof of subpoena or the call to participate in jury

service may be required by the City.

20.2 Definition: Voluntary Emergency Body & Activities

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

20.2.1.1 Fire Fighting;

20.2.1.2 Civil Defence;

20.2.1.3 Rescue.

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

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

20.3 Paid Voluntary Emergency Activities

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

20.3.1.1 The City will make payment for ordinary hours only, for when the community service applies.

20.3.1.2 Where an emergency occurs outside of ordinary working hours the Employee will be released from work until they have had a 10-hour break.

20.3.1.3 Where the Employee is required to have a 10-hour break as pursuant to Clause 20.3.1.2 the Employee will make every effort to contact their immediate Supervisor to advise of their expected time of arrival for normal duties.

20.4 Entitlement to be Absent

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

20.4.1.1 Time when the Employee engages in the activity;

20.4.1.2 Reasonable travelling time associated with the activity; and/or

20.4.1.3 Reasonable rest time immediately following the activity.

20.5 Notice Requirements

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

20.5.2 The notice:

20.5.2.1 Must be given to the City as soon as reasonably practicable, which may be after the absence has started.

20.5.2.2 Must advise the City of the period or expected period of the absence.

20.6 Evidence Requirements

20.6.1 An Employee who has given the City notice of an absence under sub-clause 20.5 must if required by the City:

20.6.1.1 Provide written proof that the Employee is a member of an Emergency Management body, prior to the request for leave; and

20.6.1.2 Give the City evidence that would satisfy a reasonable person that the absence is because the Employee has been engaged in, or will be engaged in, an eligible community service activity.

20.7 Community Services Leave During Annual Leave

20.7.1 Should an Employee be required to perform community service while on annual leave, such annual leave may be replaced by Community Services Leave on application, within seven days of the Employee returning to work.

20.7.2 Replacement of paid annual leave by paid Community Services Leave shall not be made with respect to fractions of a day.

20.7.3 Where paid Community Services Leave has been granted by the City, that portion of annual leave equivalent to paid Community Services Leave is replaced by the paid Community Services Leave and shall be added to the balance of accumulated leave.

20.7.4 Replaced annual leave shall exclude the 17.5% loading.

21. Study Leave

21.1 Study leave is defined as approved leave for the purposes of studying an approved Tertiary (University or TAFE) course where an examination is required to complete the course requirements.

21.2 Study leave applications require the approval of the City.

21.3 Each application will be assessed on its merits, based on the benefits to the Employee and the City. It is expected that the annual performance appraisal process will identify and approve relevant courses of study for budgeting purposes.

21.4 Study leave is available to all permanent staff and excludes casual staff.

21.5 Study leave grants up to 2 days paid leave in addition to all other leave provisions for each examination up to a maximum of six (6) days, or three (3) examinations, per year.

21.5.1 Study Leave is to be taken for the day of the examination and the day preceding the examination.

21.5.2 Should the examination fall on a day after a weekend or public holiday, no allocation of a paid study leave day will be allocated to the day preceding the examination day, unless rostered to work on the Sunday or public holiday preceding the examination.

21.6 Study leave will not be granted for re-submissions or supplementary examinations.

21.7 The Employee shall commit the necessary personal time to complete the course of study.

21.8 Should more leave be required, application should be made to the Employee's relevant Executive Director.

Part D – Other Conditions

22. Redundancy and Redeployment

22.1 Redundancy

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

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

22.1.2 If an Employee's position is made redundant, then the Employee shall receive the following benefits upon leaving the organisation:

22.1.2.1 12 weeks' notice, with 7.6 hours per week paid leave to seek other employment. The City only provides this during the notice period of termination. The 7.6 hours per week need not be consecutive.

22.1.2.2 An additional one week's pay or notice, if the Employee is 45 years of age or over.

22.1.2.3 Redundancy pay based on completed years of service with the City as follows:

Employees with 12 months service but less than 2 years' service are entitled to a redundancy payment equivalent to four (4) weeks' pay plus all unused leave entitlements and any accrued long service leave entitlements that may be able to be paid out under the Local Government (Long Service Leave) Regulations.

Employees who have served more than 2 years are entitled to three (3) weeks' pay for each completed year of service up to a maximum of 52 weeks plus all unused leave entitlements.

22.1.3 The Employee may elect to work less than the twelve (12) weeks' notice and still enjoy the benefits of sub-clause 22.1.2.1 and 22.1.2.2 of this clause however, Employee's shall only receive payment for that much of the notice period that the Employee works.

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

22.2 Redeployment

- 22.2.1 Where an opportunity is identified by the organisation for redeployment at a lower level and the Employee accepts the position, the reclassification at the lower level will apply, however a 12- week period of grace will apply where benefits will be maintained.
- 22.2.2 During this period the Employee will assess their appropriateness for the new role and shall have the option during these 12 weeks to claim redundancy.
- 22.2.3 Any period spent in redeployment, after which the Employee reverts to redundancy, shall count towards the 12 weeks' notice period.
- 22.2.4 The Employee shall be provided with the opportunity to undertake training and development as determined by the staff appraisal process.

22.3 Transmission of Business

- 22.3.1 The provisions of this clause are not applicable where a business is before or after the date of this policy, transmitted from an employer (in this sub-clause called the transmittor) to another employer (in this sub-clause call the transmittee), in any of the following circumstances:
 - 22.3.1.1 Where the Employee accepts employment with the transmittee which recognises the period of continuous service which the Employee had with the transmittor and any prior transmittor to be continuous service of the Employee with the transmittee; or
 - 22.3.1.2 Where the Employee rejects an offer of employment with the transmittee:
 - (i) In which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the Employee at the time of ceasing employment with the transmittor; and*
 - (ii) Which recognises the period of continuous service which the Employee had with the transmittor, and any prior transmittor, to be continuous service of the Employee with the transmittee.*

22.4 Exemptions

- 22.4.1 Redundancy and Redeployment as specified in clause 21 do not apply to:
 - 22.4.1.1 Employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
 - 22.4.1.2 Probationary Employees;
 - 22.4.1.3 Apprentices;
 - 22.4.1.4 Trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement;
 - 22.4.1.5 Employees engaged for a specific period of time or for a specified task or tasks; or
 - 22.4.1.6 Casual Employees.

23. Employee Assistance Program

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

23.2 Employees are reminded that problems primarily stemming from issues within or from the workplace should be resolved appropriate formal grievance procedures in the workplace.

24. Self-Managed Work Teams

24.1 Self-Managed Work Teams are those which:

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

24.1.2 Work together to improve their operations, handle day to day problems, plan and control their work and trial new initiatives.

24.2 The City 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:

24.2.1 Safety;

24.2.2 Productivity;

24.2.3 Quality;

24.2.4 Timely service delivery;

24.2.5 Resource utilisation;

24.2.6 Training;

24.2.7 Process improvements;

24.2.8 Scheduling people; and

24.2.9 Work assignments.

24.3 The City is committed to undertake the necessary training and identification of resources required for the implementation of self-managed work teams.

24.4 The primary role of the organisation in the development of self-managed work teams is to:

24.4.1 Provide vision;

24.4.2 Transfer management responsibilities and authority to teams;

24.4.3 Facilitate external relationships;

24.4.4 Provided resources;

24.4.5 Plan longer term;

24.4.6 Provide training; and

24.4.7 Support team members' career development.

25. Travel Reimbursement

25.1 An Employee who is required to travel on official City of Albany business shall use a motor vehicle from the City vehicle pool. If a vehicle is unavailable and the Employee, at the request of the City, agrees to use their own vehicle for work purposes then the Employee shall be reimbursed all expenses incurred in accordance with the minimum rate set out in Table 2 below, to be indexed annually to Perth CPI for Western Australia. Where the Child Care (Subsidised Centres) Award provides for a greater reimbursement, then that rate shall be used.

Table 2 – Motor Vehicle

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

25.2 An Employee who agrees to use their four-wheel drive vehicle because of the nature of the terrain to be traversed and/or weather conditions shall be paid an allowance in addition to the allowance prescribed in 25.1. The amount of such allowance shall be fixed by agreement between the City and the Employee in the light of the particular circumstances calling for the use of a four-wheel drive vehicle.

25.3 The City may require an Employee to record full details of all such official travel requirements in a logbook and all reimbursements must be submitted on a monthly basis, if they are not submitted monthly, they may not be approved unless there are extenuating circumstances.

25.4 Employees who utilise their own private vehicle for business purposes without prior approval from their Line Manager shall not be entitled to reimbursement for travel costs in accordance with this clause.

26. Health and Safety in the Workplace

26.1 The City shall supply all Personal Protective Equipment (PPE) in accordance with the Work Health and Safety Act 2020 (WA).

26.2 The Work Safety and Health Representatives employed by the City shall have input into the selection of PPE.

26.3 The City is a smoke free workplace and Employees are not permitted to smoke in or around the City's buildings or vehicles.

Part E – Classification Definitions

27. Daycare Employees

Daycare Employee Level 1

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

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

Daycare Employee Level 2

Assistant Educator	
Definition	<p>This is an Employee who:</p> <ul style="list-style-type: none"> • Has completed or is completing AQF Certificate III: and • Is working under routine supervision, engaged to assist in the supervision and care of children and generally to assist in the functioning of the centre
Responsibilities	<ul style="list-style-type: none"> • Maintain a clean, hygienic environment; • Develop awareness of and assist in maintenance of the health and safety of the children in care; • Maintain and attend to own personal hygiene; • Assist in providing for the nutritional needs of the children; • Respond to child’s apparent ill health under guidance of Supervisor; • Respond to accident, emergency, or threat; • Interact positively and appropriately with children; • Assist in the implementation of children’s programs under supervision; • Assist to prepare an environment based on programme requirements; • Assist in the implementation of daily care routines; • Contribute to team approach; • Seek to further professional development; • Liaise effectively with parents with guidance from their Supervisor; • Uphold the Centre’s philosophy; • Develop awareness of and assist in the maintenance and care of buildings and equipment
Additional duties	<ul style="list-style-type: none"> • Additional duties of an Employee at this level with more than 1 years’ experience in the industry may include the following: • Assist in the development and facilitation of programmes suited to the needs of individual children and groups; • Provide input to trained staff by observations of individual children and groups; • Work under direction with individual children with special needs.
Salary	<ul style="list-style-type: none"> • An Employee at this Level is entitled to incremental progression to pay level 2.9 based on age

Daycare Employee Level 3

Assistant Educator (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; and • Possesses, in the opinion of the employer, sufficient knowledge or experience to perform the duties at this level.
Responsibilities	<ul style="list-style-type: none"> • Maintain a clean, hygienic environment; • Maintain and attend to personal hygiene of children; • Maintain and attend to own personal hygiene; • Attend to nutritional needs of children; • Respond to child’s apparent ill-health; • Respond to accident, emergency, or threat; • Implement routines which enhance well-being; • Interact positively and appropriately with children; • Participate in the planning and preparation of programmes; • Assist to prepare an environment based on programme requirements; • Assist in the implementation of programmes; • Contribute to team approach; • Seek to further professional development; • Liaise effectively with parents; • Uphold the Centre’s philosophy; • Participate in appropriate administrative processes; • Contribute to maintenance and care of buildings and equipment; • Implement Centre policies and procedures.
Additional duties	<ul style="list-style-type: none"> • Assist in the preparation, implementation, and evaluation of developmentally appropriate programs for individual children or groups; • Responsible for recording observations of individual children or groups for program planning purposes for qualified staff; • Under direction, work with individual children with particular needs; • Assist in the direction of untrained staff; • Undertake and implement the requirements of quality assurance; and • Work in accordance with food safety regulations.
Salary	<ul style="list-style-type: none"> • Subject to this Policy, an Employee at this level who holds the AQF Certificate III is entitled to incremental progression to pay level 3.3. <p>However:</p> <ul style="list-style-type: none"> • An Employee at this level who holds a relevant AQF Certificate IV or equivalent and who exercises skills and competencies beyond those required for AQF Certificate III in the ongoing performance of their work must be paid no less than the rate prescribed for pay Level 3.4; • An Employee at this level who has completed an AQF Diploma in Children’s Services or equivalent, and who applies skills and knowledge acquired beyond the competencies required for AQF Certificate III in the on-going performance of their work, must be paid no less than the rate prescribed for pay Level 3.5.

Daycare Employee Level 4

Qualified Educator	
Definition	<p>This is an Employee who:</p> <ul style="list-style-type: none"> • Has completed AQF Diploma in Children’s Services or an equivalent qualification; and • Possesses, in the opinion of the employer, sufficient knowledge or experience to perform the duties at this level.
Responsibilities	<ul style="list-style-type: none"> • Maintain a clean, hygienic environment; • Maintain and attend to personal hygiene of children; • Maintain and attend to own personal hygiene; • Attend to nutritional needs of children; • Respond to child’s apparent ill-health; • Respond to accident, emergency, or threat; • Implement routines which enhance well-being; • Interact positively and appropriately with children; • Participate in the planning and preparation of programmes; • 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. • A person working as a Qualified Educator may be appointed to act as a Certified Supervisor and Responsible Person pursuant to the Education and Care Services National Law (WA) Act 2012 and the Education and Care Services National Regulations 2012.
Salary	<ul style="list-style-type: none"> • Subject to this Policy, an Employee at this level is entitled to incremental progression to pay level 4.3

Daycare Employee Level 5: Part A

Manager Relief	
Definition	<ul style="list-style-type: none"> This is an Employee who has completed an [AQF 5] Diploma in Children’s Services or equivalent, and/or appointed as either a relief Manager of a service:
Responsibilities	<ul style="list-style-type: none"> Maintain a clean, hygienic environment; Maintain and attend to personal hygiene of children; Maintain and attend to own personal hygiene; Attend to nutritional needs of children; Respond to child’s apparent ill-health; Respond to accident, emergency, or threat; Implement routines which enhance well-being; Interact positively and appropriately with children; Participate in the planning and preparation of programmes; Assist to prepare an environment based on programme requirements; Assist in the implementation of programmes; Contribute to team approach; Seek to further professional development; Liaise effectively with parents; Uphold the Centre’s philosophy; Participate in appropriate administrative processes; Contribute to maintenance and care of buildings and equipment; Implement Centre policies and procedures.
Additional duties	<ul style="list-style-type: none"> Co-ordinate and direct the activities of Employees engaged in the implementation and evaluation of developmentally appropriate programs; Contribute, through the Manager, to the development of the centre or service’s policies; Coordinate centre operations including Occupational Health and Safety, program planning, staff training; Take responsibility for the day-to-day management of the centre or service in the temporary absence of the Manager and for management and compliance with licensing and all statutory and quality assurance issues; and Generally, supervise all Employee within the service; Coordinating the activities of more than one group; Supervise staff, trainees, and students on placement; Assist with administrative functions as directed by the Manager.
Salary	<ul style="list-style-type: none"> Subject to this Policy, an Employee at this level is entitled to incremental progression to pay level 5.3. <p>However:</p> <ul style="list-style-type: none"> An Employee at this level who holds a relevant AQF Advanced Diploma must be paid no less than CSE Level 5.4

Daycare Employee Level 5: Part B

Manager Relief	
Definition	<ul style="list-style-type: none"> • This is an Employee who has completed an AQF Diploma in Children’s Services or equivalent, and/or is appointed as either a relief Manager of a service:
Responsibilities	<ul style="list-style-type: none"> • Respond to accident, Emergency or threat; • Contribute to team approach; • Seek to further professional development; • Liaise effectively with parents; • Uphold the Centre’s philosophy; • Participate in appropriate administrative processes; • Contribute to maintenance and care of buildings and equipment; • Implement Centre policies and procedures • Contribute, through the Manager, to the development of the centre or service’s policies; • Coordinate centre operations including Occupational Health and Safety, program planning, staff training; • Generally supervise all Employees within the service; • Coordinating the activities of more than one group.
Additional duties	<p>Manager relief includes the following duties and duties mentioned above:</p> <ul style="list-style-type: none"> • Supervise the implementation of developmentally appropriate programs for children; • Maintain day-to-day accounts and handle all administrative matters; • Ensure that the centre or service adheres to all relevant regulations and statutory requirements; • Ensure that the centre or service meets or exceeds quality assurance requirements; • Liaise with families and outside agencies; • Provide professional leadership and development to staff; • Maintain policies and practices for the centre or service, • Is appointed to act as the Certified Supervisor and Responsible Person pursuant to the Education and Care Services National Law (WA) Act 2012 and the Education and Care Service National Regulations
Salary	<ul style="list-style-type: none"> • Staff acting as relief managers who provide block relief for Managers on leave will be paid at manager relief Level 5.5 to 5.8. • The Day Care Manager based on AQF certification, demonstrated skills, abilities and years of experience determines relief manager salary levels. Automatic incremental progression is not a guaranteed right for Employees acting as relief managers.

Daycare Services Employee Level 6

Manager Level 6	
Definition	<p>A Manager is an employee who holds:</p> <ul style="list-style-type: none"> • A relevant Degree, or • An AQF Advanced Diploma, or • A Diploma in Children’s Services, or • A Diploma in Out of Hours Care, or • Is a person possessing such experience, or holding such qualifications deemed by the employer to be appropriate to the position.
Responsibilities	<ul style="list-style-type: none"> • Supervise the implementation of developmentally appropriate programs for children; • Recruit staff in accordance with relevant regulations; • Maintain day-to-day accounts and handle all administrative matters; • Ensure that the centre or service adheres to all relevant regulations and statutory requirements; • Ensure that the centre or service meets or exceeds quality assurance requirements; • Liaise with families and outside agencies; • Formulate and evaluate annual budgets; • Liaise with management committees; • Provide professional leadership and development to staff; • Develop and maintain policies and practices for the centre or service, • Is appointed to act as the nominated Supervisor and Responsible Person pursuant to the Education and Care Services National Law (WA) Act 2012 and the Education and Care Services National Regulations 2012.
Salary	<ul style="list-style-type: none"> • A Manager is an Employee appointed as the manager of Albany Day Care service licensed for 60 or more children and paid at the Level 6.1 to 6.3 salary range depending on skills and experience.

Part F – Wage Schedule

28. Day Care Employees Wage Schedule

Wage schedule

Description	Hourly \$	Annual \$
DL 1.1	24.93	49,252.14
DL1.2	25.23	49,851.43
DL1.3	25.41	50,218.26
DL 1.4	25.77	50,919.25
DL2.1 ≤16yrs	13.10	25,876.05
DL2.2 - 17yrs	15.71	31,051.71
DL2.3 - 18yrs	19.64	38,815.05
DL2.4 - 19yrs	22.26	43,989.87
DL2.5 - 20yrs	24.88	49,164.69
DL2.6 - 21yrs	24.93	49,252.14
DL2.7	25.35	50,085.28
DL2.8	25.77	50,919.25
DL2.9	26.19	51,752.66
DL3.1	27.36	54,053.70
DL3.2	28.37	56,054.11
DL3.3	29.33	57,954.51
DL3.4	30.12	59,522.15
DL3.5	31.07	61,389.58
DL4.1	32.37	63,957.43
DL4.2	33.13	65,457.75
DL4.3	33.41	66,024.90
DL5.1	33.95	67,091.88
DL5.2	34.48	68,125.06
DL5.3	35.00	69,159.07
DL5.4	35.13	69,425.61
Relief Manager DL5.5	39.74	78,529.18
Relief Manager DL5.6	40.26	79,562.91
Relief Manager DL5.7	40.79	80,596.37
Relief Manager DL5.8	42.39	83,764.62
Manager DL6.1	43.88	86,698.75
Manager DL6.2	44.40	87,732.49
Manager DL6.3	44.92	88,766.50

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