CITY OF ALBANY INDUSTRIAL AGREEMENT 2026

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

PARTIES	CITY OF ALBANY **APPLICANT** **-v-** WESTERN AUSTRALIAN MUNICIPAL, ADMINISTRATIVE, CLERICAL AND SERVICES (WASU) **FIRST RESPONDENT** THE LOCAL GOVERNMENT, RACING AND CEMETERIES EMPLOYEES UNION (WA) **SECOND RESPONDENT**
CORAM	SENIOR COMMISSIONER R COSENTINO
DATE	MONDAY, 5 OCTOBER 2026
FILE NO/S	APPL 63 OF 2026
CITATION NO.	2026 WAIRC 00916

Result	Agreement varied
Representation	
Applicant	City of Albany
First Respondent	Western Australian Municipal, Administrative, Clerical and Services Union of Employees
Second Respondent	Local Government, Racing and Cemeteries Employees Union (WA)

Order

WHEREAS on 9 September 2026 the City of Albany filed an application seeking to vary the *City of Albany Industrial **Agreement** 2026* pursuant to s 43 of the *Industrial Relations **Act** 1979* (WA);

AND WHEREAS the application sought to vary the Agreement to reflect the agreement reached by the parties;

AND WHEREAS the application complies with Regulation 55 and Regulation 57 of the *Industrial Relations Commission Regulations 2005* (WA);

AND WHEREAS all parties to the Agreement consent to this application for the variation of an industrial agreement being determined on the papers;

AND WHEREAS all the parties to the Agreement consent to its variation in accordance with the City of Albany's application;

NOW THEREFORE the Commission, pursuant to the powers conferred under the *Industrial Relations Act 1979* (WA) hereby orders –

> THAT the *City of Albany Industrial Agreement 2026* be varied by substituting the agreement attached hereto, with effect from the date of this order.

L.S. **(Sgd.) R. COSENTINO**

SENIOR COMMISSIONER R COSENTINO

City of Albany

Industrial Agreement 2026

City of Albany Industrial Agreement 2026

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Part A– Formalities & Operation

1. Title

This Agreement shall be known as the City of Albany Industrial Agreement 2026.

2. Definitions

"ALAC" means Albany Leisure and Aquatic Centre.

"Base Wage" means the Employee's applicable Wage rate for ordinary hours of work as outlined (as applicable) in Schedule H excluding casual loading and exclusive of overtime, penalty rates, allowances, additional rates for ordinary hours, special rates, fares, bonuses and any other ancillary payment of a like nature.

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

"**Casual Group Fitness Instructor"** means a Casual Employee employed by the City to specially perform group fitness instructor classes at the ALAC or other location determined by the City. It does not include Health and Fitness Officers.

"CCSC Award" means the Child Care (Subsidised Centres) Award.

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

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

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

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

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

"Continuous Shift Worker" for the purpose of the entitlement to an additional week of annual leave in clause 30.1.6 means an Employee who:

a) works a rotating Shift Work roster and who, over the roster cycle, may be rostered to work an ordinary shift on any seven days of the week: and

b) is regularly rostered to work 24 weekends per year.

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

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

"ECC" means the Employee Consultative Committee.

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

"Flexible Work Option" refers to an arrangement between the City and Employee made under clause 26.

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

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

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

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

“Library Employees” refers to those Employees who work at the Albany Public Library or in Library Services.

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

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

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

“Mechanical Trades Employees” means employees engaged to work in the City’s mechanical workshop and any associated mechanical, maintenance, or operational tasks as directed by the City.

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

a) spouse or former spouse;

b) de facto partner or former de facto partner;

c) child;

d) parent;

e) grandparent;

f) grandchild;

g) sibling; or

h) child, parent, grandparent, grandchild or sibling of the Employee's spouse or de facto partner (or former spouse or de facto partner).

This definition includes Employee’s step-relations (e.g. step-parents and step-children) as well as adoptive relations, any other person who lives with the Employee as a member of the Employee’s household and a person whom the City agrees is a close family member or significant person.

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

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

a) Waste Facility Services (excluding Coordinators and Waste Sustainability Officers);

b) Street Sweepers

c) Construction and Maintenance (excluding Coordinators,);

d) Trades;

e) Reserves (excluding Coordinators, and Reserves Officers);

f) Workshop (excluding Coordinators).

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

"Rangers and Emergency Services" means Employees of the teams whose primary role is to respond to and enforce aspects of community safety, including emergency management, in accordance with the state and local laws for which delegated authority has been assigned, and to engage with and educate the community to enhance its understanding of community safety.

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

"RDO" means Rostered Day Off as outlined in an Employee's applicable roster but does not include non-work days.

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

"Shift Work" means an Employee rostered to regularly work on Afternoon shift and/or Night shift, even if the employee also works on Day shift in accordance with Part I of this Agreement.

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

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

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

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

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

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

"Union" means the Western Australian Municipal, Administrative, Clerical and Services Union of Employees **- (WASU)** and / or the Local Government, Racing and Cemetries Employees Union (WA) - **(LGRCEU)**.

"WAIRC" means the Western Australian Industrial Relations Commission.

"Waste Facility Services" means services in the following work functions: recycling, waste collection, waste disposal including at tips, landfills and waste transfer stations including mechanical services in connection with these work functions.

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

3. Incidence and Parties Bound

3.1 The Parties to this Agreement are:

3.1.1 The City of Albany;

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

3.1.3 The Local Government, Racing and Cemetries Employees Union (WA).

3.2 The conditions of the Agreement apply to:

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

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

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

3.4 The estimated number of Employees this Agreement applies to is 520.

4. Relationship to Awards

4.1 This Agreement excludes the following awards:

4.1.1 CCSC Award;

4.1.2 LGO Award; and

4.1.3 ME Award.

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

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

5. Date and Period of Operation

5.1 This Agreement shall operate from whichever date is later of the registration of the Agreement by the WAIRC or 1 July 2026. The Agreement shall have a nominal expiry date of 30 June 2029.

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

6. Employee Consultative Committee

6.1 The ECC is a conduit for sharing information and is a forum for discussion between employees and the City, directly relating to issues over the implementation and monitoring of this Agreement, and consultation over change and managing change within the workplace.

6.2 The ECC is not a decision-making body however can provide input on a variety of areas including but not limited to:

6.2.1 This Agreement;

6.2.2 Policies and procedures;

6.2.3 Communication and consultation;

6.2.4 General organisational issues;

6.2.5 Other matters as required from time to time.

6.3 In the event that the City plans to outsource additional services or a team, then this shall be undertaken in consultation with the ECC.

6.4 Committee Representation and Structure

6.4.1 Nominations for the ECC will be opened by People and Culture in February of each year.

6.4.2 Employees shall consult with their line supervisor or manager prior to lodging a nomination.

6.4.3 The Committee may comprise of up to two (2) employee representatives from each team.

6.4.4 A quorum of 6 is required at each meeting.

a) If the quorum is not met, the Committee must reconvene the meeting on another date.

6.4.5 The Committee will elect a Chair and Secretary following the appointment of members each year.

6.4.6 Within reason, any Employee may request to attend an ECC meeting as a Guest for the purpose of raising an issue or providing information on a matter affecting the Employee.

6.4.7 Where an Employee's team is not represented by an existing Committee member, the Committee may, where reasonable, invite an Employee to attend a meeting as a Guest for the purpose of providing information on a matter affecting the team.

6.4.8 Employees attending as a Guest of the Committee shall provide their supervisor with reasonable notice relating to operational requirements of their attendance.

6.4.9 Managers may be invited by the Committee to attend as a Guest to discuss a specific agenda item raised by an Employee, where the Manager is suitably qualified or experienced to provide advice on; and

6.4.10 The Manager's guest attendance and advice shall be tabled in the meeting minutes.

6.5 **Committee Communication**

6.5.1 ECC members may use a reasonable amount of paid time to engage with other staff regarding Committee matters subject to the City's approval.

6.5.2 Minutes of ECC meetings shall be made available to all City employees within two weeks.

6.5.3 The Committee Chair or appointed representative shall have the opportunity to attend the City's Executive Management Team (EMT) meetings to discuss items raised by the Committee.

7. Communications and Introduction of Change

7.1 The City and Employees will work together in a cooperative manner in an environment of honesty and mutual respect, where Employees are recognised as a valuable resource.

7.2 Employees are expected to participate in making decisions and solving problems within their area of expertise.

7.3 Open communication is our way of doing things. Employees are to be kept fully informed and updated on issues affecting their work areas, and Employee knowledge is recognised and regularly sought as an essential contribution to decision making. This open communication allows for Employees to ask questions and express concerns about changes and issues.

7.4 There is an acknowledgement that change will be an ongoing process for the City and that any change affecting staff and the workplace will be undertaken through close consultation between the City and affected Employees.

7.5 All Employees shall positively support the development and implementation of a continuous improvement model.

7.6 There is a commitment on the part of the City that any change will be adequately resourced and implemented through a spirit of goodwill.

7.7 The Parties agree that communication is crucial to the ongoing success of the workplace reform process.

7.8 The City is committed to maintaining regular communication to ensure good communication practices.

8. Consultation

8.1 Consultation About Major Workplace Change

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

a) give notice of the changes to all Employees who may be affected by them and their representatives (if any); and

b) discuss with affected Employees and their representatives (if any):

i. the introduction of the changes; and

ii. their likely effect on Employees; and

iii. measures to avoid or reduce the adverse effects of the changes on Employees; and

c) commence discussions as soon as practicable after a definite decision has been made.

8.1.2 For the purposes of the discussion under clause 8.1.1b), the City must give in writing to the affected Employees and their representatives (if any) all relevant information about the changes including:

a) their nature; and

b) their expected effect on Employees; and

c) any other matters likely to affect Employees.

8.1.3 Clause 8.1.2 does not require the City to disclose any confidential information if its disclosure would seriously harm the City's business undertaking; or the City's interests in carrying on, or disposition, of the business undertaking.

8.1.4 The City must promptly consider any matters raised by the Employees or their representatives about the changes in the course of the discussion under clause 8.1.1b).

8.1.5 In clause 8.1:

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

a) termination of employment; or

b) major changes in the composition, operation or size of the City's workforce or in the skills required; or

c) loss of, or reduction in, job or promotion opportunities; or

d) loss of, or reduction in, job tenure; or

e) alteration of hours of work; or

f) the need for Employees to be retrained or transferred to other work or locations; or

g) job restructuring.

8.1.6 Where this Agreement makes provision for alteration of any of the matters defined at clause 8.1.5, such alteration is taken not to have significant effect.

8.2 Consultation About Changes to Rosters or Hours of Work

8.2.1 Clause 8.2 applies if the City proposes to change the regular roster or ordinary hours of work of an Employee, other than an Employee whose working hours are irregular, sporadic or unpredictable.

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

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

a) provide to the Employees and representatives mentioned in clause 8.2.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and

b) invite the Employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

8.2.4 The City must consider any views given under clause 8.2.3b).

8.2.5 Clause 8.2 is to be read in conjunction with any other provisions of this Agreement concerning the scheduling of work or the giving of notice.

9. Dispute Settlement Procedure

9.1 The following procedure shall be followed to facilitate the resolution of a grievance, complaint, claim or dispute between the City and an Employee or group of Employees. Whilst timeframes are stipulated in this clause, responses should be endeavoured to be provided at each level, as soon as reasonably practical.

9.1.1 The Employee(s) in the first instance shall discuss the matter with their immediate Supervisor, Leading Hand or Senior Employee. The immediate Supervisor, Leading Hand or Senior Employee must make a genuine attempt to promptly resolve the matter. Where the matter cannot be satisfactorily resolved the

Supervisor, Leading Hand or Senior Employee shall within ten (10) working days refer the matter to a Manager or Coordinator with the Employee(s) being advised accordingly.

9.1.2 If the dispute directly involves the Employee(s)' immediate Supervisor, Leading Hand or Senior Employee then this procedure shall be initiated at clause 9.1.3.

9.1.3 The Manager or Coordinator will answer the matter raised within ten (10) working days of it being referred to them. If the Manager or Coordinator is unable to resolve the matter they shall refer the matter to the appropriate Executive Director and advise the Employee(s) and their nominated representative accordingly.

9.1.4 If the dispute directly involves the Employee(s)' Manager or Coordinator then this procedure shall be initiated at sub-clause 9.1.5.

9.1.5 The Executive Director will answer the matter raised within ten (10) working days of it being referred to them. If the Executive Director is unable to resolve the matter they shall refer the matter to the Chief Executive Officer and advise the Employee(s) and their nominated representative accordingly.

9.1.6 If the dispute directly involves the Employee(s)' Executive Director then this procedure shall be initiated at sub-clause 9.1.7.

9.1.7 The Chief Executive Officer shall consider the matter and advise the Employee(s) and/or their nominated representative within ten (10) working days of the matter being referred to the Chief Executive Officer.

9.1.8 If the dispute directly involves the Chief Executive Officer, then the procedure shall be initiated at sub-clause 9.1.11.

9.1.9 During the period of the dispute, from the time when the matter first arises until the time of its resolution, normal work shall continue, unless the performance of normal work would place at risk the health and safety of the Employee(s) concerned. No party shall suffer any prejudice as to the resolution of the matter by reason only that normal work continues as required by this process.

9.1.10 Should the matter remain in dispute after the above processes have been exhausted, either party may refer the matter to a mediator for conciliation and/or arbitration.

9.1.11 Either party may refer the dispute to WAIRC for resolution by mediation and/or conciliation and, where the matter in dispute remains unresolved, arbitration.

9.1.12 If a party has referred the dispute to the WAIRC and arbitration is necessary the WAIRC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.

9.1.13 The decision of the WAIRC will bind the Parties, subject to either party exercising a right to appeal against the decision to a Full Bench.

9.1.14 Nothing in this clause shall limit the right of an individual Employee or any group of Employees at any time, to seek advice from, or be represented by a representative.

9.1.15 If a dispute is deemed as a major dispute the time frames outlined in this clause may not be applicable and may be agreed between the Parties.

10. Fair Treatment at Work

10.1 The City is committed to maintaining a safe and healthy workplace, free from harassment and bullying, where all employees are treated with respect and courtesy. The City of Albany will not tolerate behaviour which is offensive, intimidating, humiliating, malicious, insulting or embarrassing.

10.2 Everybody has a responsibility to act with integrity to ensure that the workplace is free from harassment and bullying, including but not limited to, the following specific responsibilities;

10.2.1 Senior Employees and Supervisors must ensure Employees are not subjected to inappropriate behaviours and will take corrective action if they become aware of such behaviours.

10.2.2 All Employees are responsible for ensuring they comply with appropriate workplace behaviour.

10.2.3 An Employee who is subject to inappropriate workplace behaviour can make a complaint to have the matter properly dealt with by their Supervisor; via the City's internal grievance process or the Dispute Settlement Procedure (clause 9).

10.2.4 Whether making or receiving a complaint, Employees should only communicate information to other people in the organisation who have a role in the resolution of the complaint.

10.2.5 City of Albany will not tolerate victimisation or discrimination against an Employee who;

a) lodges a complaint;

b) is supporting someone else acting on their rights; and/or

c) is required to provide evidence during any resolution process.

Part B – Contract of Employment

11. Probation

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

12. Contract of Employment

12.1 Full-Time Employment

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

12.2 Part-time/Job Sharing Employment

12.2.1 A part-time Employee shall mean an Employee who works regularly for less than 76 ordinary hours per fortnight.

12.2.2 An Employee so employed shall receive payment for salary, annual leave and personal leave as prescribed by this Agreement on a pro-rata basis in the same proportion as the number of hours usually worked each week bears to the standard ordinary hours prescribed for the classification of work performed.

12.2.3 By agreement the City and an Employee may vary the agreed hours of work. In the event that the City seeks to vary the agreed hours of work without the consent of the Employee the appropriate notice shall be provided as prescribed below. The City and the Employee may agree to a lesser period of notice.

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

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

12.3 Temporary and Fixed Term Employees

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

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

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

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

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

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

12.4 Casual Employment

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

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

12.4.3 Casual Employees shall not be entitled to the benefits of paid Annual Leave, Personal Leave, Parental Leave and Public Holidays provided for by this Agreement. The exception is that casual Employees are entitled to unpaid personal leave, in accordance with 33.8.1c) and may be entitled to unpaid parental leave in accordance with the requirements in the MCE Act and clause 12.6..

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

12.5 Right to Request Casual Conversion

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

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

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

12.5.4 A regular casual Employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.

12.5.5 Any request under this sub-clause must be in writing and provided to the City.

12.5.6 Where a regular casual Employee seeks to convert to full-time or part-time employment, the City may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the Employee.

12.5.7 Reasonable grounds for refusal include that:

a) it would require a significant adjustment to the casual Employee's hours of work in order for the Employee to be engaged as a full-time or part-time Employee in accordance with the provisions of this Agreement – that is, the casual Employee is not truly a regular casual Employee as defined in clause 12.5.2; or

b) it is known or reasonably foreseeable that the regular casual Employee's position will cease to exist within the next 12 months; or

c) it is known or reasonably foreseeable that the hours of work which the regular casual Employee is required to perform will be significantly reduced in the next 12 months; or

d) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the Employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the Employee is available to work; or

e) acceptance of the request by the City would contravene a merit selection employment requirement contained in Western Australian legislation applicable to local governments.

12.5.8 For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.

12.5.9 Where the City refuses a regular casual Employee's request to convert, the City must provide the casual Employee with the City's reasons for refusal in writing within 21 days of the request being made. If the Employee does not accept the City's refusal, this will constitute a dispute that will be dealt with under the Dispute Settlement Procedure in clause 9. Under that procedure, the Employee or the City may refer the matter to the WAIRC if the dispute cannot be resolved at the workplace level.

12.5.10 Where it is agreed that a casual Employee will have their employment converted to full-time or part-time employment as provided for in this clause, the City and Employee must discuss and record in writing:

a) the form of employment to which the Employee will convert – that is, full-time or part-time employment; and

b) if it is agreed that the Employee will become a part-time Employee, the regular pattern of work, specifying at least the hours worked each day, which days of the week the Employee will work and where practicable the actual starting and finishing times each day.

12.5.11 The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.

12.5.12 Once a casual Employee has converted to full-time or part-time employment, the Employee may only revert to casual employment with the written agreement of the City.

12.5.13 A casual Employee must not be disengaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.

12.5.14 Nothing in this clause obliges a regular casual Employee to convert to full-time or part-time employment, nor permits the City to require a regular casual Employee to so convert.

12.5.15 Nothing in this clause requires the City to increase the hours of a regular casual Employee seeking conversion to full-time or part-time employment.

12.5.16 The City must provide a casual Employee, whether a regular casual Employee or not, with a copy of the provisions of this sub-clause within the first 12 months of the Employee's first engagement to perform work.

12.5.17 A casual Employee's right to request to convert is not affected if the City fails to comply with the notice requirements in clause 12.5.16.

12.6 Carer's Leave and Parental Leave – Casual Employees

Carer's Leave

12.6.1 Subject to the evidentiary and notice requirements provided for in the Personal Leave provisions of this Agreement, casual Employees are entitled to not be available to attend work, or to leave work if they need to care for a Member of the Employee's family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child or upon the death of a member of the Employee's family or household.

12.6.2 The City and the Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual Employee is not entitled to any payment for the period of non-attendance.

Parental Leave

12.6.3 A casual employee is entitled to unpaid parental leave in accordance with the NES if the casual employee:

a) has been employed by the City on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months:

i. before the birth or expected birth of the child; or

ii. before the day of placement or the expected day of placement of an adopted child; and

b) has a reasonable expectation of continuing employment by the City on a regular and systematic basis.

12.7 Apprentice Wage Schedule

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

4 Year Apprenticeship:

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

3 Year Apprenticeship:

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

Adult Apprentice:

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

12.8 Supported Wage System

12.8.1 Supported Wage System or SWS means the scheme known by that name established by the Commonwealth Government to enable the assessment of whether, and the extent to which, a person's productive capacity is reduced because of a disability.

12.8.2 Employees covered by clause 12.8 will be those who are unable to perform the range of duties to the competence level required within the class of work for which the Employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

12.8.3 Clause 12.8 does not apply to any existing Employee who has a claim against the City which is subject to the provisions of workers compensation legislation or any provision of this Agreement relating to the rehabilitation of Employees who are injured in the course of their employment.

12.8.4 Supported Wage Rates

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

Assessed Capacity %	% of relevant Agreement wage rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

b) The minimum amount payable must not be less than $109 per week. Where an Employee's assessed capacity is 10% they must receive a high degree of assistance and support from the City

when performing their duties. The minimum rate will be no less that the state minimum wage general order.

Assessment of Capacity

12.8.5 For the purpose of establishing the percentage of the relevant Agreement wage rate, the productive capacity of the Employee will be assessed in accordance with the SWS by an approved assessor, having consulted the City and Employee and, if the Employee so desires, the WASU or the LGRCEU.

12.8.6 All assessments made under clause 12.8.5 must be documented as an SWS wage assessment agreement, and retained by the City as an employment record in accordance with section 49D of the Industrial Relations Act 1979 (WA)

12.8.7 The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the SWS.

12.9 Trainees Wage Schedule

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

12.10 Notice of Termination

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

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

12.10.2 In addition to the notice provided above, Employees over 45 years of age at the time of the giving of the notice with not less than two years' continuous service are entitled to an additional week's notice.

12.10.3 Payment in lieu of the notice periods prescribed above must be made if the appropriate notice period is not required to be worked; provided that employment may be terminated by the Employee working part of the required period of notice and by the City making payment for the remainder of the period of notice.

12.10.4 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the Employee's employment had continued until the end of the required period of notice, the City would have become liable to pay to the Employee because of the employment continuing during that period. That total must be calculated on the basis of:

a) the Employee's ordinary hours of work (even if not standard hours);

b) the amounts ordinarily payable to the Employee in respect of those hours, including (for example) allowances, loading and penalties; and

c) any other amounts payable under the Employee's contract of employment.

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

a) in the case of dismissal for serious misconduct; or

b) to Employees engaged for a specific period of time or for a specific task or tasks, where their contract ends on its expiry date; or

c) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement, where their contract ends on its expiry date.

12.11 Notice of Termination by an Employee

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

12.11.2 If an Employee fails to give the notice specified in clause 12.10.1 the City has the right to withhold monies due to the Employee to a maximum amount equal to the amount the Employee would have received under clause 12.10.4.

12.12 Job Search Entitlement

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

12.13 Transmission of Business

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

13. Personal Performance Development Reviews

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

13.1.1 The Employee's performance over the previous 12-months and their achievement of their key performance indicators/goals.

13.1.2 The Employee's training and professional development requests.

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

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

14. Classification and Reclassification of Positions

14.1 Positions will be classified in accordance with the level definitions provided for within clauses 49, 50 and 51 of this Agreement.

14.2 Positions Descriptions shall be used as the primary source of classifying positions.

14.3 On initial appointment of an Employee, the City shall give consideration to the Employee's previous relevant experience in order to ascertain the appropriate starting salary point for the position.

14.4 An Employee may submit a written request for reclassification once per annum using the prescribed application form, including all required supporting documentation.

14.4.1 For Employees classified under clauses 49 and 50, the application must demonstrate how the position meets the reclassification grounds outlined in clause 14.7.1.

14.4.2 For Outside Employees, reclassification applications must be assessed in accordance with clause 51 (Outside Employees Level Matrix Tool) and must demonstrate that the Employee meets the prescribed criteria for progression.

14.4.3 The Manager will, within a reasonable period (and no later than 3 weeks) of receiving the application:

a) confirm their support for the application and submit the completed application to People and Culture; or advise the Employee in writing that the application is not supported, including a brief explanation of the reasons.

14.5 The City will provide the Employee with a written outcome within four weeks of receiving the application. Where this timeframe cannot be met, the Employee will be advised in writing of the expected timeframe for completion.

14.6 Where a reclassification is approved, the effective date will be the date the completed application is lodged with People and Culture by the relevant Manager.

14.7 A request for reclassification may be made on the following basis:

14.7.1 For Employees classified under clauses 49 and 50, having regard to the classification definitions, on the following grounds:

a) Significant and identifiable changes in the nature and value of ongoing duties performed; and/or

b) Significant and ongoing increases in responsibilities; and/or

c) Significant changes in the skills, knowledge or experience required to perform the role;

14.7.2 For Outside Employees only, reclassification must be in accordance with clause 51 (Outside Employees Level Matrix Tool) and is dependent on the Employee meeting the prescribed criteria for progression (where applicable – noting some levels are by appointment only).

14.7.3 For clarity, Employees covered by clause 51 are not eligible for reclassification under clause 14.7.1.

14.8 The Employee may request a representative of their choice to be party to any discussions.

15. Training and Development

15.1 The City is committed to providing access to training and assistance with formal studies where it benefits the organisation in accordance with City policy.

15.2 Training and professional development opportunities will be identified through participation in the Employee's Personal Performance Development Review and/or a Training Needs Analysis to select the most appropriate training to enhance the effectiveness and productivity of the organisation.

15.3 Time for travelling to and from accredited training programs/seminars shall be paid at single time or, as mutually agreed.

Part C– Remuneration

16. Wage Increases

16.1 The Base Wage rates set out in Part H – Wage Scheule are inclusive of the following pay increases:

Relevant Employees	Year 1	Year 2	Year 3
General Employees	1 July 2026 – by 4%	1 July 2027 – by 4% (All Employees)	1 July 2028 – by 4% (All Employees)
Outside Employees	1 July 2026 – by 5.5%		
Day Care Employees	1 July 2026 – by 6%		

16.2 Wages are to be paid fortnightly by electronic banking.

17. Incremental Progression

17.1 Each Employee appointed as a General Employee or Daycare Employee shall be employed by the City on a specific classification that is a combination of a "Level" as detailed in clauses 49 and 50 of this Agreement and an increment or "Step" within that Level.

17.2 Each Employee appointed as an Outside Employee:

17.2.1 Will be assessed against the Outside Employees – Level Matrix Tool in clause 51 to determine if the Employee meets the criteria of the level or increment.

17.2.2 The proficiencies contained in the Outside Employees – Level Matrix Tool in clause 51 may be updated from time to time to meet changes in operational requirements. Changes are to be approved by the relevant Executive Director in consultation with the Employee Consultative Committee, WASU and LGRCEU.

17.3 At the conclusion of each twelve-month period following appointment to their classification (i.e. Employment anniversary date) or entry into a new classification (i.e. Reclassification anniversary date), an Employee shall be eligible for incremental progression to the next step if:

17.3.1 The Employee and their Supervisor complete a PPDR in writing via the City's performance review system; and

17.3.2 The Employee has given satisfactory continuous service over the preceding twelve months; and

17.3.3 The Employee has met their required goals for the previous 12-months, and this has been certified in writing following, and as part of, the assessment process.

17.3.4 In cases where the review is delayed the anniversary date shall not be changed and the incremental increase, if any, will be paid retrospectively to the anniversary date.

17.3.5 In cases where the Employee is a General Employee employed on Level 1 and has a birthday, the Employee shall progress to the appropriate age step and receive an incremental increase payable from the Employee's birth date.

17.3.6 Movement to a higher "Level" shall only occur by way of promotion or reclassification unless the position is subject to a split-level classification where the higher level can be progressed to as a part of Incremental Progression under this clause.

18. Higher and Extra Duties

18.1 Where an Employee is directed to perform the duties applicable to a higher graded position for a continuous period of not less than one (1) day and satisfactorily carries out the duties and responsibilities applicable at the time the relief is performed, they shall be paid the minimum Base Wage of the higher graded position during the whole time of performing such duties. This paragraph shall not apply to any Employee who in accordance with this Agreement has negotiated a salary which takes into consideration the need to deputise.

18.2 If such an Employee is directed to perform the duties applicable to the higher graded position on any subsequent occasion within 12 months, the Employee shall only have to perform those duties for one working day or more in order to become entitled to the minimum Base Wage of the higher graded position. This paragraph shall not apply to any Employee who in accordance with this agreement has negotiated a Base Wage which takes into consideration the need to deputise.

18.3 An Employee who is required to carry out part only of the duties of the higher position shall be paid at a rate agreed between the Employee and the City.

18.4 Where an Employee, whilst acting in a higher classification position and in receipt of higher classification Base Wage commences on Annual Leave, Personal Leave, a Public Holiday, Festive Leave, Bereavement Leave, Family & Domestic Violence Leave, Community Services Leave or Study Leave , the Employee shall receive any payment to which they are entitled to at the higher classification Base Wage rate if the Employee has been engaged on the higher duties continuously for five (5) working days or more immediately preceding the taking of such leave.

18.5 When an Employee, whilst acting in a higher classification position and in receipt of any higher classification pay, performs such higher classification work outside ordinary hours, the Employee shall receive any overtime payment based on the higher classification rate.

18.6 Multifunctional Employees – ALAC and Daycare Employees Only:

18.6.1 In order to foster multi-skilling, the Parties to the agreement agree to and acknowledge the necessity for individual Employees to be assigned from time to time to any one of the positions in any area, of the Albany Regional Day Care and ALAC operations. The purpose is to ensure, by mutual agreement, the most efficient and cost-effective use of human resources within the centre, having regard for commercial realities.

18.6.2 An Employee may be re-assigned to another position during a shift, without notice, on an as-needed basis, provided they are appropriately trained and competent. Where an Employee performs duties of the re-assigned position for more than one hour, they will be paid the applicable rate for that position, or their substantive rate of pay, whichever is higher.

18.7 Extra Duties

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

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

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

19. Allowances

19.1 The allowances contained in clauses 19.4.2, 19.4.3,19.5.1, 19.5.2, 19.6.1, 19.7.1, 19.8.1, 19.9.5, 19.10.1 and 19.14.1 of this Agreement contain a 3% increase effective on 1 July 2026 (a greater increase has been applied to the Outside Employees Waste Allowance) and shall be further increased by:

19.1.1 1 July 2027 – 3%; and

19.1.2 1 July 2028 – 3%.

Noting the Aviation fuel handling allowance is a new allowance and will only be adjusted further on 1 July 2027 and 2028, and the Waste Allowance has received a higher increase for 2026.

19.2 Allowances under this clause 19 (with the exception of 19.7) are not payable during periods of leave and are flat allowances.

19.3 Albany Visitor Centre Staff

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

19.4 On-Call Allowance

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

19.4.2 An Employee shall be paid $78.21 per rostered shift Monday to Friday and $130.35 per rostered shift Saturday to Sunday and Public Holidays when 'on-call'. Employees working a split shift may only claim this allowance once for the split shift. The on-call allowance will be paid based on the day of the week the on-call period commences. Furthermore, when Christmas Eve and New Year's Eve occur on a weekday, an Employee shall be paid $130.35 instead of $78.21 per rostered shift.

19.4.3 The Senior Employee within the Team shall be paid an allowance of $276 per fortnight in lieu of the payment described in 19.4.2 except when on periods of annual leave, purchased leave, long service leave, periods of personal leave (greater than 1 week) or workers compensation. The Senior Employee is generally not rostered for on-call shifts but is expected to, within reason, remain on-call. If the Senior Employee is rostered for an on-call shift, then an extra on-call allowance payment of $41.41 per day will apply for each day when on-call.

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

19.4.5 Where an Employee rostered for on-Call is called upon to work, the time spent travelling to and from the place at which duty is to be performed, shall be included with actual duty for the purposes of overtime payment.

19.4.6 Employees on-Call shall be provided with a City vehicle and mobile phone for the purposes of on-call duty.

19.5 Meal Allowance

19.5.1 Employees who are requested by the City to work more than two hours' overtime in a minimum of 10 hours on duty will be paid a meal allowance of $24.03.

19.5.2 Where the City requires the Employee to continue working for a further four hours of continuous overtime work, the Employee will be paid an additional meal allowance of $24.03.

19.5.3 A meal allowance is not payable:

a) where the Employee has been notified at least 24 hours in advance of the requirement to work overtime; or

b) where the Employee is only required to work less than the time prescribed; or

c) where a meal is provided by the City.

19.6 First Aid Allowance

19.6.1 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 $42.00 per fortnight (paid pro-rata for part-time and casual Employees).

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

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

19.6.4 Clause 19.6.1 does not apply where the requirement to hold a first aid qualification is a requirement of the Employee's position.

19.7 Building Trades Team Tool Allowance

19.7.1 An Allowance of $50.38 per fortnight applies to Employees in the City's building trades team for the purpose of purchasing their own hand tools (paid pro-rata for part-time and casual Employees).

19.7.2 The City shall provide the following tools when they are required on the job: dogs with clamps of all descriptions, bars of all descriptions, augers of all sizes, bits not ordinarily used in a brace, all hammers (except claw hammers), glue pots and brushes, dowel plates, trammels, hand and thumb screws, soldering irons, spanners from 19mm upwards and all power driven tools and machines on construction jobs.

19.8 Waste Allowance

19.8.1 An Allowance of $160 per fortnight (paid pro-rata for part-time and casual Employees), is payable to the following Outside Employees:

a) Waste Facilities Employees who are engaged to work at the City's waste facilities (including waste transfer stations); or

b) Mechanics, but only in circumstances as outlined in clause 19.8.2.

19.8.2 Where a Mechanic is required to attend a City waste facility (including waste transfer stations) to perform mechanical repairs on machinery at that site, the Mechanic will be paid the Waste Allowance on a pro-rata hourly basis for the rostered ordinary hours worked on that entire day. The allowance is not payable at any other time.

19.9 Deceased Animal Removal Allowance

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

19.9.2 An allowance shall apply to Infrastructure, Development and Environment Outside Employees, Rangers and Airport Employees when, and only when, directed by their Supervisor to remove and dispose of deceased animal(s) during the course of their duties.

19.9.3 The allowance is payable in respect of each separate instance/location at which an employee is required to remove and dispose of deceased animal(s).

19.9.4 For the purposes of this clause, where one or more deceased animals are removed from the same location as part of a single task, the allowance shall be payable once only for that location, irrespective of the number of animals handled. Where the employee is subsequently required to attend a different location to remove and dispose of one or more deceased animals, a further allowance shall be payable.

19.9.5 The allowance payable per instance/location shall be determined by the size of the largest animal removed at that location, in accordance with the following scale:

a) Large animal (e.g. horses, cattle, pigs or animals of similar size): $30.00

b) Medium animal (e.g. kangaroos, sheep, cats, dogs or animals of similar size): $22.50

c) Small animal (e.g. fish, rabbits, birds or animals of similar size): $10.00

d) Other significant items (e.g. whales, bulk animal deaths): Amount determined by the City

19.9.6 Photographic evidence may be requested by the City and must be provided to the employee's Supervisor to assist in the verification and approval of the allowance claim when submitted on the employee's timesheet.

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

19.10 Hazardous Machinery Allowance

19.10.1 An allowance of $54.48 per fortnight applies to Mechanical Trades Employees (paid pro-rata for part-time and casual Employees). Employees engaged to work on the street sweeper will also be eligible for this allowance, paid on a pro-rata basis according to the number of days in the fortnight they operate the street sweeper.

19.11 Compulsory Uniform

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

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

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

19.11.4 Replacement uniform articles shall be provided when such items become unserviceable or faded.

19.12 Non-Compulsory Uniforms

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

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

19.13 Telephone Allowance

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

19.14 Aviation Fuel Handling Allowance

19.14.1 Airport Employees who are trained and authorised by the City to undertake fuel handling activities will be paid an allowance of $1.45 per hour, on all ordinary hours, in recognition of the specialised hazards, regulatory obligations, and operational risks associated with performing those duties. This allowance is not payable where an Employee is no longer authorised by the City to perform such work.

20. Superannuation

20.1 The City will make superannuation contributions in accordance with the Superannuation Guarantee Contribution (Administration) Act 1992 (Cth).

20.2 The City will notify Employees of the entitlement to nominate a complying superannuation fund or scheme.

20.3 An Employee will have freedom of choice over the complying superannuation fund or scheme into which the City will make Superannuation Guarantee Contributions (SGC). The City and the Employee will be bound by the Employee's nomination unless the Employee and the City agree to change the fund or scheme.

20.4 If the Employee has not nominated a complying superannuation fund, then the City will make superannuation contributions to the City's default fund - Aware Super.

20.5 If the Employee nominates a different complying superannuation fund at any time in their employment, then the City must make superannuation contributions to that nominated complying superannuation fund.

20.6 Co-Contribution

20.6.1 In addition to the SGC, a superannuation co-contribution scheme is accessible by all part-time and full-time Employees.

20.6.2 The City will match Employee contributions to a maximum of 6% in addition to the SGC.

20.6.3 If the Employee voluntarily contributes an amount to superannuation through a payroll-facilitated contribution arrangement, then it shall be matched by the City as follows:

Employee Superannuation Contribution (Percentage of Base Wage)	**City Superannuation Co-Contribution (Percentage of Base Wage)**	**Total (not inclusive of SGC)** *See note below
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: The additional City superannuation co-contributions made under this clause are capped at a maximum contribution per financial year of:

a) $4,500 per Employee from 1 July 2026;

b) $5,000 per Employee from 1 July2027; and

c) $5,500 per Employee from 1 July 2028.

20.6.4 Employees may only alter the level (%) of co-contribution twice per financial year (July 1 to June 30).

21. Salary Sacrifice and Novated Leases

21.1 The Employee's voluntary co-contributions to the Superannuation Guaranteed Contribution (SGC) are, by default, salary sacrificed and Employees will receive details of contributions on their fortnightly payslips.

21.2 The amount to be sacrificed will be deducted from the Employee's gross wage prior to taxation being applied. This will reduce the Employee's taxable income by the amount of the sacrificed component.

21.3 Overtime, penalty rates and loadings will be calculated and applied using the pre-sacrifice wage amount.

21.4 Salary sacrifice shall be processed through the City's normal payroll facility and the City will absorb any administrative costs.

21.5 Employees may at any time withdraw from salary sacrifice but are required to give notice to the Payroll Officer of at least two pay periods in advance (4 weeks).

21.6 Once an Employee has withdrawn from salary sacrifice and wishes to re-enter, they must make a new written application.

21.7 The onus is on the individual to make themselves aware of the conditions relating to salary sacrificing, which may vary from time to time depending on changes to legislation and complying funds as they apply.

21.8 Salary sacrifice may only be made where the item would not attract a Fringe Benefits Tax payment from the City subject to Fringe Benefits Tax legislation and regulations applicable at the time of entering the salary sacrifice arrangement.

21.9 The City supports Novated Leases as a salary sacrifice option as per the City of Albany Fleet Management Policy & Guideline.

Part D – Hours of Work

22. Ordinary Hours of Work

22.1 Ordinary Hours

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

22.1.2 The ordinary hours of work shall not exceed ten (10) hours on any day; provided that in any arrangement of ordinary working hours, where such ordinary hours are to exceed eight hours on any day, the arrangement of hours shall be subject to agreement between the City and the majority of Employees in the section or sections concerned.

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

22.1.4 The ordinary hours of work for Shift Workers are outlined in Part I.

22.1.5 Spread of Ordinary Hours:

a) The spread of ordinary hours of work, unless otherwise provided for in this Agreement, are between Monday to Friday from 6.00am to 6.00pm.

b) The spread of ordinary hours of work for Employees under this Agreement may be altered by agreement between the City and the Employees.

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

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

a) Engaged at the Vancouver Arts Centre;

b) Engaged at the National ANZAC Centre and Albany Heritage Park; and

c) Any other Employees engaged in Community Services including Community Development Employees and Events Employees based at the North Road Administration Centre.

22.2.2 Penalty rates are applicable as follows:

a) For work on a Saturday: 125% (time and a quarter);

b) For work on a Sunday: 150% (time and a half); and

c) For work on a Public Holiday: 250% (double time and a half).

22.3 Albany Visitor Centre and Tourism Services Employees

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

22.3.2 Penalty rates are applicable as follows:

a) For work on a Saturday: 125% (time and a quarter);

b) For work on a Sunday: 150% (time and a half); and

c) For work on a Public Holiday: 250% (double time and a half).

22.4 Harry Riggs Albany Regional Airport

22.4.1 The spread of ordinary hours of work for Employees engaged at the Harry Riggs Albany Regional Airport or any other airport owned and operated by the City, are between Monday to Sunday from 5.00am to 8.00pm.

22.4.2 Employees who are employed by the City as Airport Reporting Officers who work at the Harry Riggs Albany Regional Airport will also receive a 12.5% all purpose loading based on their applicable Base Wage hourly

rate. For the purpose of this Agreement the loading will form part of an Airport Reporting Officers Base Wage.

22.4.3 Ordinary hours penalty rates are applicable as follows (rate relative to Base Wage hourly rate):

a) For work on a Monday to Friday which occurs outside of the span of 6am to 6pm: 115%

b) For work on a Saturday: 150% (time and a half);

c) For work on a Sunday: 175% (time and three quarters); and

d) For work on a Public Holiday: 250% (double time and a half).

22.4.4 Clauses 22.4.2 and 22.4.3 have been included into this Agreement to allow for the spread of hours broadening at the commencement date of this Agreement.

22.5 Waste Facility Services Employees

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

22.5.2 Ordinary hours penalty rates are applicable as follows (rate relative to Base Wage hourly rate):

a) For work on a Saturday: 150% (time and a half);

b) For work on a Sunday: 175% (time and three quarters); and

c) For work on a Public Holiday: 250% (double time and a half).

22.6 Caretakers

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

22.6.2 The spread of ordinary hours of work for Caretakers is between Monday to Sunday from 5.00am to 10.00pm.

22.6.3 Ordinary hours penalty rates for Caretakers are applicable as follows (rate relative to Base Wage hourly rate):

a) For work on a Saturday: 125% (time and a quarter);

b) For work on a Sunday: 150% (time and a half); and

c) For work on a Public Holiday: 250% (double time and a half).

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

22.7 Rangers and Emergency Services

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

22.7.2 Ordinary hours penalty rates are as follows (rate relative to Base Wage hourly rate):

a) For work on a Saturday: 125% (time and a quarter);

b) For work on a Sunday: 150% (time and a half); and

c) For work on a Public Holiday: 250% (double time and a half).

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

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

22.8 ALAC

22.8.1 The spread of ordinary hours of work are between the hours of 5.30am to 9.00pm from Monday to Sunday.

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

22.8.3 Ordinary hours penalty rates are as follows (rate relative to Base Wage hourly rate):

a) For work on a Saturday: 125% (time and a quarter);

b) For work on a Sunday: 150% (time and a half); and

c) For work on a Public Holiday: 250% (double time and a half).

22.9 Library Employees

22.9.1 The spread of ordinary hours of work for Library Employees shall be Monday to Friday, 7.00am to 6.00pm and shall not exceed 152 hours per 4 week cycle.

22.9.2 The spread of non-ordinary hours of work for Library Employees shall be Monday – Friday 6.00pm to 9.00pm and Saturdays 7.00am to 1.00pm.

22.9.3 Loading for 'Non-Ordinary Hours':

a) **Definitions**

i. **Library Officers and Library Technicians** are staff involved in all front of house customer service and library processing and general operations.

ii. **Library Employees** are staff involved in Library administration and resource management.

iii. **Fixed Rosters** apply where Library Employees have regular rostered hours outside the ordinary hours of operation as part of their employment contract.

iv. **Occasional Rosters** apply where Library Employees not on fixed rosters are required to work hours outside ordinary hours of duty.

b) **Fixed Rosters**

i. Fixed rosters for Library Officers and Library Technicians. Library Officers and Technicians who are regularly rostered to work non-ordinary hours will be paid an additional 10% loading on their appropriate rate of pay for all hours worked.

ii. Fixed rosters for other Library Employees. Library Employees not considered Library Officers or Technicians who are regularly rostered to work non-ordinary hours will be paid

a percentage loading on their appropriate rate of pay for all hours worked, as per the following schedule:

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

c) **Occasional Rosters**

Occasional rosters for all Library Employees working non-ordinary hours on an irregular basis. The following loadings will apply to Library Employees who do not receive the 10% loading on their annual salary:

i. 15% loading for hours worked Monday to Friday 6.00pm to 9.00pm.

ii. 50% loading for hours worked Saturday 7.00am to 1.00pm.

Library staff receiving the 10% loading will vary their rosters to enable coverage of non-ordinary hours during staff absences.

22.10 Employees with a Flexible Work Option

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

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

22.10.3 Where an Employee has a Flexible Work Option which permits flexible hours under clause 26.3a), the Employee will be paid their ordinary rates prescribed by this Agreement for any ordinary hours worked during the applicable spread of hours in clause 22.10.1 above.

22.11 Ordinary hours penalty rates contained within this clause 22 only are to be applied to ordinary hours worked as outlined and will not apply when Overtime is worked.

23. Rostering of Hours of Work

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

23.1.1 The minimum amount of time rostered per shift shall be three (3) hours, except for Employees of the Albany Leisure and Aquatic Centre and Day Care, for whom the minimum amount of time rostered per shift shall be one and a half (1.5) hours.

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

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

23.1.4 Where the City seeks for Waste Services Employees to introduce a new roster which requires different arrangement of shifts (work more than five (5) days out of seven (7)), this can be introduced by either individual agreement with an employee, and / or with the majority agreement of employees impacted.

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

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

23.2.1 Employee wellbeing and work-life balance;

23.2.2 Customer expectations;

23.2.3 Public safety; and

23.2.4 Other organisational requirements.

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

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

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

24. Work Arrangements – General and Daycare Employees

24.1 Roster Arrangements

24.1.1 All full-time Employees must work 76 hours per two-week pay cycle in accordance with predetermined team-based rosters that ensure core service hours are covered and operational requirements are met.

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

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

24.1.4 Adequate staffing levels within each team must be maintained during the core service hours of 9.00am to 4.30pm to meet operational and customer service requirements.

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

24.2 Rostered Days Off (RDOs)

24.2.1 This clause does not apply to part-time or casual Employees.

24.2.2 Except for Employees working standard roster arrangements that cannot be adjusted for operational reasons, or Employees serving a probationary period, an Employee may apply to their Supervisor or Manager to participate in an RDO arrangement. Approval will be determined by mutual agreement having regard to operational requirements.

24.2.3 Such approval will not be unreasonably withheld and will depend on operational requirements, including internal and external customer service requirements.

24.2.4 If the Supervisor or Manager approves the RDO arrangement, a letter will be sent to the Employee confirming the approval.

24.2.5 Unless otherwise agreed, an Employee or the Supervisor shall provide a minimum of one (1) month's notice where a change to the roster is required.

24.2.6 RDOs will be taken as determined by the City and, where possible, on a regular basis. RDOs within Teams shall be scheduled by the Team's Supervisor such that safety, productivity, cost, or internal and external customer service are not compromised, while, where possible, taking account of the Employee's preference.

24.2.7 On occasion, RDOs may be rescheduled to meet operational needs, and Employees are expected to be flexible where this is required. RDOs may also be rescheduled by agreement at the Employee's request, but not where the request arises due to the Employee being ill whilst on an RDO.

24.2.8 An RDO will be rescheduled where it falls on a Public Holiday or Festive Leave day.

24.2.9 Employees within a Team may swap or rearrange RDOs between themselves, subject to the approval of the Supervisor.

24.2.10 Employees will have the choice of the following working arrangement options calculated within the applicable roster cycle:

a) 8 day / 2 week cycle – 8 days @ 9.5 hours;

b) 9 day / 2 week cycle – 8 days @ 8.5 hours and 1 day @ 8 hours;

c) 19 day / 4 week cycle – 19 days @ 8.0 hours; or

d) 20 day / 4 week cycle – 20 days @ 7.6 hours.

24.3 Time Off In Lieu (TOIL)

24.3.1 In order to meet the needs of the City, permanent and temporary Employees may, with prior approval from their Supervisor, accrue hours beyond those they are contracted to work. Such hours will be recorded on the Employee's timesheet as Time Off In Lieu (TOIL).

24.3.2 Subject to this clause, Employees may accrue up to two (2) Standard Days of TOIL within a four-week roster cycle at single time rates, provided that:

a) TOIL is cleared within the following roster period at ordinary rates of pay and arrangements are made to maintain core customer service hours through the Team roster.

b) TOIL not cleared within the four-week cycle following accrual requires prior approval from the Supervisor to either be paid at single time rates or carried forward into the next four-week cycle.

c) Where an Employee is unable to clear their TOIL within the following four-week cycle due to operational requirements, the TOIL shall be carried forward into the next four-week cycle.

d) TOIL in excess of two (2) Standard Days worked within a four-week cycle must first be approved by the Line Manager and the maximum accrual of TOIL shall be five (5) Standard Days at any time.

24.3.3 The maximum hours an Employee shall work in a week is 50 hours and the maximum hours worked in a four-week cycle shall not exceed 170 hours, with all TOIL arrangements made in intervals of 15 minutes.

24.3.4 TOIL should be taken at a time that safety, productivity, cost, or customer service are not compromised, while, where possible, taking account of the Employee's preference and in accordance with the Team roster.

24.3.5 Where an Employee wishes to take TOIL during rostered customer service periods, it is the responsibility of that Employee to negotiate with Team members to arrange suitable cover.

24.3.6 Supervisors will not unreasonably withhold approval for an Employee to use accrued TOIL.

24.3.7 Should an Employee have accrued TOIL upon termination of employment, such TOIL shall be paid at single time rates.

25. Work Arrangements – Outside Employees

25.1 Rostered Days Off (RDOs)

25.1.1 A standard roster arrangement for taking RDOs so that Outside Employees may work a nine-day or eight-day fortnight will be determined for each work group, having regard to the hours worked and operational requirements of that work area.

25.1.2 An RDO arrangement will operate on the following basis:

a) The system will be introduced following consultation with Employees in the relevant work area and a minimum of two (2) weeks' notice.

b) An Employee's RDO will generally remain the same each fortnight. RDOs may be changed by mutual agreement between the Employee and the City, provided operational requirements are met, or following consultation with the work Team.

c) In the case of a nine-day fortnight, hours will generally be worked as 8.5 hours on eight (8) days, 8 hours on one day and one RDO in the fortnightly pay period.

25.2 Time Off In Lieu (TOIL)

25.2.1 An Employee may accrue TOIL up to the equivalent of five (5) Standard Days. Any time worked in excess of this limit shall be paid at the applicable overtime rate.

25.2.2 TOIL shall accrue in intervals of 15 minutes.

25.2.3 When working additional hours or on an RDO, an Employee may elect to accrue TOIL at single time rates or be paid at the applicable overtime rate.

25.2.4 TOIL shall be taken at a mutually agreed time having regard to operational requirements.

25.2.5 Should an Employee have approved TOIL upon termination of employment, such TOIL shall be paid at single time rates.

26. Flexible Work Options – All Employees

26.1 The City may allow an Employee to access a Flexible Work Option where the Employee makes a request in accordance with this clause 26. A Flexible Work Option permits the City and an Employee to make arrangements on the matters contemplated in clause 26 but does not permit agreement to vary, or affect the operation of, any clause of this Agreement.

26.2 Approval of a Flexible Work Option by the City will be based on the operational requirements of the City.

26.3 The City and an Employee can make arrangements related to one or more of the following matters under a Flexible Work Option:

a) Flexible start and finish times for ordinary hours within the ordinary span of hours outlined in clause 22.10;

b) Reduced working hours including moving from full-time hours (being 76 hours per fortnight) to part-time hours (being less than 76 hours per fortnight);

c) Working ordinary hours at the workplace and/or from the Employee's place of residence where the City deems the Employee's position may accommodate this.

26.4 A Flexible Work Option may be implemented on a temporary or permanent basis.

26.5 An Employee may request a revision or temporary postponement of their Flexible Work Option subject to complying with clause 26.3. Any change is subject to the City's approval.

26.6 The City reserves the right to require a revision, temporary postponement or cancellation of a Flexible Work Option with 1 weeks' notice.

26.7 An Employee may cancel a Flexible Work Option with 1 weeks' notice.

26.8 Casual Employees are not eligible for a Flexible Work Option.

27. Meal Breaks – All Employees

27.1 General and Daycare Employees

27.1.1 An Employee is to take an unpaid meal break of no less than 30 minutes and no longer than two (2) hours commencing between the hours of 11.30am and 2.00pm.

27.2 Outside Employees

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

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

27.2.3 When an Employee is required to work during their usual meal break and their meal break is thereby postponed for more than half an hour, the Employee shall be paid at overtime rates until the Employee receives their meal break.

28. Rest Breaks

28.1 Outside Employees

28.1.1 Outside Employees are entitled to a paid break not exceeding 10 minutes during the morning and afternoon.

28.1.2 Breaks will be taken as close as practicable to 10.00am and 3.00pm respectively, at a time that causes minimal disruption to works.

28.1.3 Breaks will be taken at the current work location.

28.2 Daycare Employees

28.2.1 Daycare Employees are entitled to one paid rest break of 10 minutes.

28.2.2 Rest break times will be detailed within Team rosters.

28.2.3 Rest breaks will be scheduled by the Day Care Centre Manager at a time that causes minimal disruption to service delivery and will be taken on site. No accrual provisions apply.

28.3 ALAC Employees

28.3.1 ALAC Employees are entitled to a paid break not exceeding 10 minutes during the morning and afternoon.

28.3.2 Breaks will be taken at a time that causes minimal disruption and with the approval of the Supervisor. This is not an entitlement during periods of short staffing or events and approval may not always be granted.

28.4 Albany Visitor Centre Employees

28.4.1 Albany Visitor Centre Employees are entitled to a paid break not exceeding 10 minutes for any shift of four hours or more.

28.4.2 Breaks will be taken at a time that causes minimal disruption and with the approval of the shift Supervisor.

29. Overtime

29.1 Definition

29.1.1 Overtime shall mean all work performed outside the ordinary spread of hours for the Employee's work area on any day, in excess of 10 hours on any day, or in excess of 76 hours in a fortnight in accordance with clause 22 – Ordinary Hours of Work.

29.2 Authorisation

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

29.3 Penalties

29.3.1 Overtime shall be paid at the rate of 150% (time and a half) for the first two hours of overtime and 200% (double time) thereafter unless otherwise provided for in this Agreement.

29.3.2 All time worked after twelve noon on Saturday, and all time worked on Sunday shall be paid for at the rate of 200% (double time).

29.3.3 All time worked on a Public Holiday as prescribed in clause 32 – Public Holidays shall be paid for at the rate of 250% (double time and a half).

29.4 Rostered Days Off

29.4.1 When working a Rostered Day Off (approved by the City) an Employee can choose (by notation on the time sheet) either to:

a) Accrue time off in lieu at single time rates; or

b) To be paid at the applicable penalty rates in accordance with clause 29.1.

29.5 Travelling Time

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

29.6 Recall

29.6.1 Payment

a) An Employee recalled to work overtime, whether notified before or after the employee leaves the City's premises, shall be paid for a minimum of three hours work at the appropriate rate for each

time the employee is so recalled, provided that the Employee shall not be required to work the period for which the employee is entitled to be paid pursuant to this sub-clause if the work the employee is recalled to perform is completed in a shorter period. This sub-clause shall not apply when the overtime worked is continuous with the commencement or completion of ordinary working hours or for rostered overtime.

b) Further, where an Employee is called out to work more than once within the period of three hours from the start of the initial call-out to work, the Employee shall not be entitled to any further payment for time worked within that period of three hours.

c) Where the recall overtime worked extends beyond the minimum period of three hours, payment shall be made for the actual time worked at overtime rates.

29.6.2 Meal Break

The Employee will be entitled to a paid meal break of 30 minutes duration after 5 hours of continuous work from the time of recall.

29.6.3 Travel

In respect of travel to and from the worksite in the case of a call out, it is acknowledged and agreed that the City will pay the time associated with travel from the place of residence to the workplace and return.

29.7 Rostered Overtime

29.7.1 Rostered overtime shall mean a particular type of work the City requires to be done on a regular basis that necessitates one or more persons being put on a roster to perform work in excess of ordinary hours.

29.7.2 Where Employees are required to carry out rostered overtime such rosters shall be displayed at the place of work in a position accessible to the Employees concerned. Employees shall be provided with a least 72 hours' notice of any change to the roster. A lesser period of notice can be agreed between the Employee and the City.

29.8 Meetings

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

29.9 Ten Hour Break

29.9.1 Where an Employee works overtime between the end of their ordinary hours on one day and the commencement of their ordinary hours on the following day and, as a result, does not receive at least ten (10) consecutive hours off duty, the Employee must be released from duty after completing such overtime until ten (10) consecutive hours off duty have been taken, or such lesser period as may be agreed between the City and the Employee, without loss of pay for ordinary working time occurring during that period.

29.9.2 Where an Employee is instructed to resume or continue work without having taken the required rest period under clause 29.9.1, the Employee will be paid at double ordinary rates until released from duty and will then be entitled to be absent until the required rest period has been taken, without loss of pay for ordinary working time occurring during that absence.

29.10 Reasonable Overtime

29.10.1 Subject to clause 29.10.3 the City may require an Employee to work reasonable overtime paid at overtime rates or to be banked to be taken as time in lieu (at single rates). Any agreement to bank the overtime hours as time in lieu (at single rates) is to be reached between the City and the Employee prior to working such overtime.

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

29.10.3 An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:

a) Any risk to Employee health and safety;

b) Employee's personal circumstances including any family responsibilities;

c) The needs of the workplace or enterprise;

d) The notice (if any) given by the City of the overtime and by the Employee of their intention to refuse it; and

e) Any other relevant matter.

29.10.4 Any Employee in doubt over what is reasonable or unreasonable overtime, whether paid or banked, should utilise the Dispute Settlement Procedure in this Agreement (clause 9) as the best way to resolve the matter.

Part E– Leave

30. Annual Leave

30.1 Period and Payment of Leave

30.1.1 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 and pro-rata for a part-time Employee by the City.

30.1.2 An Employee will accrue annual leave in accordance with the MCE Act.

30.1.3 Payment for annual leave will be calculated on the basis of the Employee's Base Wage for the ordinary hours of work during the period of annual leave.

30.1.4 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 applicable Base Wage prescribed by this Agreement.

30.1.5 In addition to any other leave entitlements, an Environmental Health Officer, Coordinator Health Services, Ranger and a Senior Ranger are entitled to one additional week's paid leave (38 hours for full-time and pro-rata for a part-time Employee) for each twelve-month period of continuous service with the City, as compensation for other circumstances of employment.

Where an Employee works part of a qualifying twelve-month period, the additional leave entitlement under this clause will accrue on a pro-rata basis, increasing by one-twelfth (1/12) of a week for each completed month of continuous service.

30.1.6 Continuous Shift Worker as defined in clause 2 – Definitions, shall be entitled to one week's additional leave each year. This does not apply to an Environmental Health Officer, Coordinator Health Services, Ranger and a Senior Ranger who are already in receipt of an additional week of annual leave under this Agreement.

30.2 Annual Leave and Public Holidays

30.2.1 If a Public Holiday falls during an Employee's period of annual leave, and that Public Holiday is on a day that would normally have been an ordinary working day for the Employee, the Employee will be credited with an additional day of annual leave for each such Public Holiday.

30.3 Leave on Termination

30.3.1 Accrued and unused annual leave is paid out on termination.

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

30.4 Absence from Work

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

30.5 Taking of Leave

30.5.1 Annual leave shall be granted and taken at a time (or times) mutually agreed between the City and the Employee.

30.5.2 The Employee must have sufficient leave accrued and give at least two weeks' notice of their request, unless a shorter notice period is mutually agreed.

30.5.3 The City's approval of Annual Leave is subject to operational requirements and in compliance with the MCE Act.

30.5.4 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.

30.6 Annual Leave on Half Pay

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

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

30.6.3 Utilising this type of leave may affect the accrual of other leave entitlements. Employees should discuss their individual circumstances with People and Culture or Payroll when considering this type of annual leave.

30.7 Annual Leave on Double Pay

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

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

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

30.8 Annual Leave and Parental Leave

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

30.9 Leave in Advance

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

30.9.2 Any entitlement to leave and/or payment under clause 30.1 or 30.3 hereof, will be reduced by the amount of leave and payment granted under this sub-clause.

30.10 Cashing out of Annual Leave

30.10.1 Employees may request by separate written agreement to cash out an amount of annual leave which they have accrued providing it is authorised and approved by the City.

30.10.2 Employees may cash out no more than two (2) weeks annual leave per year of service (or 2.5 weeks for an Employee accruing 5 weeks annual leave).

30.10.3 Any annual leave cashed out will be calculated on the Base Wage and will not include any allowances, penalties, or loadings, however subject to other provisions of this clause 30, will include leave loading.

30.11 The provisions of clause 30 do not apply to Casual Employees.

31. Festive Leave

31.1.1 In addition to the Annual Leave provided for in clause 30.1 and the Public Holidays provided for in clause 32, each full-time Employee shall be entitled to take up to three (3) days off without loss of pay during the festive period between Christmas and New Year.

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

31.1.3 The provision in clause 31.1.1 does not apply to Employees who during a particular festive period are on unpaid leave.

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

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

31.1.6 The provisions of clause 29.6 Recall will apply to Employees recalled to work on a Festive Leave day.

32. Public Holidays

32.1 Recognised Public Holidays

An Employee (other than a casual Employee) is entitled to be absent on any public holiday, without loss of pay if rostered to work ordinary hours on the day the public holiday falls, unless required to work by the City, noting the City may request an Employee to work a public holiday in accordance with applicable legislation. If the Employee does not have rostered ordinary hours of work on the public holiday, no payment will be made.

For the purposes of this clause 32 'without loss of pay' means the Employee is to be paid their Base Wage for ordinary hours of work.

32.1.1 Public Holidays are, New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, ANZAC Day, Christmas Day and Boxing Day.

32.1.2 When New Year's Day, Australia Day, ANZAC Day or Christmas Day falls on a Saturday or Sunday, the next Monday following New Year's Day, Australia Day, ANZAC Day or Christmas Day (as applicable) is also a Public Holiday.

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

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

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

32.2 Public Holidays on Rostered Days Off

32.2.1 When a Public Holiday mentioned in clause 32.1 falls on a day on which a Full time Employee is on an RDO as outlined in their applicable roster, such Employee shall be entitled to a day in lieu thereof to be taken at such time as may be mutually agreed upon by the Employee and the City.

32.3 Working on Public Holidays

32.3.1 When an Employee is required to work on any of the Public Holidays prescribed in clause 32.1 the Employee shall be entitled to payment as follows:

a) The Employee shall be paid for all time worked at the rate of 250% (double time and one half); or

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

32.4 Substitute Holidays

32.4.1 The City and an Employee may mutually agree to substitute another day for any prescribed Public Holiday in this clause. Any such agreement shall be recorded in writing and be available to the affected Employee.

33. Personal Leave

33.1 Eligibility

The provisions of this clause apply to full-time and part-time Employees (on a pro-rata basis) but do not apply to casual Employees with the exception of clauses 33.8.2 and 33.9.2.

33.2 Amount of Paid Personal Leave

33.2.1 Paid personal leave is available to an Employee when they are absent:

a) Due to personal illness or injury (sick leave); or

b) To care for a member of the Employee's family or household due to personal illness or injury; or

c) Due to an unexpected emergency affecting a member of the Employees family or household.

33.2.2 During a period of paid personal leave, the City must pay the Employee at the Employee's Base Wage.

33.2.3 The entitlement in clause 33.2.1b) is subject to the Employee being responsible for the care and support of the person concerned. In normal circumstances an Employee is not entitled to take leave for this purpose where another person has taken leave to care for the same person.

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

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

33.3 Accumulation of Personal Leave

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

a) Seventy six (76) hours less the total amount of personal leave taken during the year; or

b) The balance of the year's unused personal leave.

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

a) Ninety one point two (91.20) hours less the total amount of personal leave taken during the year; or

b) The balance of the years unused personal leave.

33.4 Giving of Notice

33.4.1 The Employee, when taking personal leave for personal illness or injury, or to care for a member of the Employee's family or household as specified in clause 33.2 must notify their immediate Supervisor of their absence before the start of their work day or if this is not possible, as soon as reasonably practicable.

33.4.2 When taking personal leave for personal illness or injury, the notice must indicate that the Employee requires leave because of personal illness or injury to the Employee.

33.4.3 When taking personal leave to care for a member of the Employee's family or household, the notice must be to the effect that the Employee requires leave to provide care or support to a member of the Employee's family or household as they are suffering either a personal illness, injury or an unexpected emergency.

33.5 Evidence Supporting the Claim

33.5.1 The Employee is not required to provide a medical certificate from a health practitioner for any absences of three days or less. However, if the Employee has three such absences within the same year of service, the City may require that any further absences within that year, be supported by a medical certificate or evidence as required as specified in this clause. For this purpose, a "year" means the 12-month period beginning on the Employee's anniversary date with the City.

33.5.2 When taking leave for personal illness or injury, the Employee must, if required by the City under clause 33.5.1, establish by production of:

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

b) If it is not reasonably practicable to provide a medical certificate, the Employee may provide a statutory declaration; or

c) Other evidence that would satisfy a reasonable person of the need to take personal leave.

33.5.3 When taking leave to care for a member of the Employee's family or household who are sick and require care and support or who require care due to an unexpected emergency, the Employee must, if required by the City under clause 33.5.1, establish by production of:

a) A medical certificate from a Registered Health Practitioner stating that a member of the Employee's family or household has had or will have a personal injury or illness in the period requiring care by the Employee; or

b) If it is not reasonably practicable to provide a medical certificate, the Employee may provide a statutory declaration; or

c) other evidence that would satisfy a reasonable person of the need to take personal leave.

33.6 The Effect of Workers' Compensation

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

33.7 Personal Leave During Annual Leave

33.7.1 The provisions of this clause apply to an Employee who;

a) suffers personal ill health or injury; or

b) needs to care for a member of the Employee's family or household who are sick and require care and support or who require care due to unexpected emergency

during the time when the employee is absent on annual leave.

The Employee may apply for, and the City shall grant paid personal leave in place of paid annual leave if evidence is provided in accordance with clause 33.5.

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

33.7.3 Where such paid personal leave has been granted then:

a) The Employee's personal leave shall be reduced by the approved number of hours (in whole days); and

b) The Employee's annual leave shall be increased by the same number of hours (in whole days).

33.8 Unpaid Carer's Leave

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

a) A period of unpaid carer's leave does not break an Employee's continuity of service. However, it doesn't count as continuous service, except where expressly provided for by:

i. A term or condition of the Employees employment

ii. A law or instrument under a Commonwealth or State law.

b) The Employee meets the requirements of clauses 33.4 and 33.5.

33.8.2 Casual Employees are entitled to take unpaid carer's leave as per the requirements of clauses 33.4 and 33.5.

33.9 Unpaid Sick Leave

33.9.1 Where an Employee has exhausted all paid personal leave entitlements, they may, by exception, be able to take unpaid sick leave. Where the Employee requests such leave it will be subject to the City's approval. Where the City approves such leave, the City and the Employee shall agree on the period of days of unpaid leave, provided:

a) A period of unpaid sick leave does not break an Employee's continuity of service. However, it doesn't count as continuous service, except where expressly provided for by:

i. A term or condition of the Employees employment

ii. A law or instrument under a Commonwealth or State. law.

b) The Employee has an annual leave balance under 200 hours.

c) The Employee meets the requirements of clauses 33.4 and 33.5.

33.9.2 Casual Employees are entitled to take unpaid personal (sick) leave as per the requirements of clauses 33.4 and 33.5.

33.10 Interaction of Paid Personal Leave and Public Holidays

33.10.1 Should a Public Holiday fall during a period of paid personal leave then the Employee taking such leave will not be taken to be on paid personal leave on the day on which the Public Holiday falls.

34. Bereavement Leave

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

34.2 For the purposes of this clause, a significant person is defined as a Member of the Employee's family or household or a person whom the City agrees is a close family member.

34.3 Under exceptional circumstances, and subject to the City's consent, a further two days paid leave may be negotiated to cover travel outside of the Great Southern Region. Further, accumulated RDO's or accrued time in lieu may be added to this period if necessary.

34.4 An Employee, including a casual Employee, shall be entitled to up to four (4) days of unpaid bereavement leave and may take further unpaid leave by agreement with the City.

34.5 A part-time Employee is entitled to the provisions of this clause except that paid bereavement leave is only available for the time the Employee would normally be at work.

34.6 In order to be entitled to bereavement leave the Employee must advise the City as soon as reasonably practicable of their intention to take bereavement leave, and when requested provide the City with evidence to satisfy a reasonable person as to the necessity of taking such leave.

34.7 Where the Employee is entitled to bereavement leave, they shall be paid at the rate applicable at the time the leave was taken.

34.8 Casual Employees may be entitled to two paid (2) days of Bereavement leave, subject to and in accordance with the MCE Act.

35. Parental Leave

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

35.1 Unpaid Parental Leave

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

35.2 Paid Parental Leave Scheme

35.2.1 Paid parental leave will be available to all Employees who are eligible for parental leave payments under the Federal Governments Paid Parental Leave Act 2010 (Cth). The period of paid parental leave will be the period legislated under the Paid Parental Leave Act 2010 (Cth). At the commencement of this Agreement coming into effect that will be 26 weeks and will continue to be so unless a longer period of paid parental leave is legislated under the Paid Parental Leave Act 2010 (Cth).

35.2.2 This leave can be used prior to the commencement of unpaid parental leave subject to complying with the requirements under the Paid Parental Leave Act 2010 (Cth).

35.2.3 For the paid parental leave provided by this Agreement, the City will pay the total difference between the Commonwealth Government's legislated parental leave contribution and the Employee's current salary up to a maximum rate equivalent to a General Employee Level 5.2 Base Wage per annum. This arrangement is only available to Employees who have completed at least 12 months continuous service with the City.

35.2.4 Paid parental leave will be paid on a fortnightly basis either at the ordinary rate over twenty six (26) weeks or at half pay over fifty two (52) weeks at the election of the Employee (where an Employee can access the full amount of leave).

35.2.5 For part-time Employees the 26 weeks leave outlined in clause 35.2.1 will be paid out based on their applicable weekly part-time hours in compliance with the Paid Parental Leave Act 2010 (Cth).

35.2.6 Employee entitlements will accrue during the period of paid parental leave only.

35.2.7 Casual Employees are not entitled to the provisions of the City's Paid Parental Leave Scheme.

35.3 Additional Paid Parental Leave for Partners

35.3.1 Where an Employee is the spouse or de facto partner of an eligible person (under the Paid Parental Leave Act 2010 (Cth) then the Employee is entitled to take 1 week of paid leave at the same time the eligible person is taking parental leave.

35.3.2 The week of leave must be taken in one single continuous period.

35.3.3 Other leave entitlements may be accessed once the paid week of leave has been exhausted by Employee by agreement with the City.

35.4 Adoption Leave

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

35.5 Variation of Parental leave

35.5.1 In addition to the provisions of the NES, if the City agrees, the Employee may further extend the period of unpaid parental leave one or more times up to a maximum of twenty four (24) months leave.

35.5.2 An application for variation of parental leave must be in writing and must be given to the City at least four (4) weeks before the end of the available parental leave period.

35.6 Return to Work

35.6.1 An Employee (except for those on Paid Parental Leave for Partners) will notify of their intention to return to work after a period of parental leave at least four (4) weeks prior to the expiration of the leave.

36. Family & Domestic Violence Leave

36.1 The City of Albany recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the City of Albany is committed to providing support to staff that experience family and domestic violence or abuse.

36.2 An Employee experiencing family violence or abuse will have access to up to ten (10) days per year (non-accumulative) of paid special leave for medical appointments, legal proceedings and other activities related to their family and domestic violence or abuse. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days, or as a fraction of a day, and can be taken without prior approval.

36.3 An Employee who supports a person experiencing family and domestic violence or abuse may take carer's leave to accompany them to court, to hospital, or to provide care for children.

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

37. Leave Without Pay

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

38. Purchased Leave

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

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

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

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

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

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

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

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

39. Cultural Leave

39.1 The City, in recognising all cultures within the workforce, shall allow staff to take approved leave to attend a recognised Cultural National Day of Celebration relating to their cultural heritage. The leave is to be approved by the Employee's Supervisor in advance and shall be in the form of an accrued Rostered Day Off, Time in Lieu or Annual Leave.

39.2 This clause shall also be read in conjunction with the City of Albany Reconciliation Action Plan (RAP) (which does not form part of this Agreement) and clause 32.4 of this Agreement which provides Employees the opportunity to request to substitute a public holiday with another day subject to City agreement.

40. Long Service Leave

40.1 Employees shall be entitled to thirteen (13) weeks Long Service Leave after seven (7) years of continuous service, and another thirteen (13) weeks for every seven (7) years of continuous service thereafter.

40.2 All other conditions remain in accordance with the Local Government (Long Service Leave) Regulations 2024 (WA) that may be varied from time to time.

40.3 The Parties recognise that this clause provides a benefit greater than that which is provided for in the Local Government (Long Service Leave) Regulations 2024 (WA) and thereby the Parties recognise the additional entitlement is not portable to another Local Government Authority (LGA).

40.4 New Employees transferring their Long Service Leave entitlement in accordance with the Local Government (Long Service Leave) Regulations 2024 (WA) from another Local Government with a 10-year accrual period, will have their entitlement converted to a 7-year accrual period as per the table below.

LONG SERVICE LEAVE

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

41. Community Services Leave

41.1 Jury Service and Employees Subject to Subpoena

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

41.2 Emergency Body & Volunteer Activities

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

a) Fire Fighting; or

b) Civil Defence; or

c) Rescue.

41.2.2 Voluntary Emergency Activities are those undertaken for the purpose of:

a) securing the safety of persons, animals, and/or protecting property in an emergency or natural disaster or responding to an emergency or natural disaster; or

b) civil defence training or activities as required.

41.2.3 Paid Voluntary Emergency Activities

A City Employee as a member of an Emergency Management Body will be released to respond to an emergency situation with no loss of pay according to the following:

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

b) Where an emergency occurs outside of ordinary working hours the Employee will be released from work until they have had a 10 hour break according to the provision in sub-clause 29.9.

c) Where the Employee is required to have a 10 hour break pursuant to b), the Employee will make every effort to contact their immediate Supervisor to advise of their expected time of arrival for normal duties.

41.3 Entitlement to be Absent

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

a) Time when the Employee engages in the activity;

b) Reasonable travelling time associated with the activity; and/or

c) Reasonable rest time immediately following the activity.

41.4 Notice Requirements

41.4.1 An Employee who wants an absence from work for an eligible Community Service Activity must give notice of the absence.

The notice:

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

b) Must advise the City of the period or expected period of absence.

41.5 Evidence Requirements

41.5.1 An Employee who has given the City notice of an absence under sub-clause 41.4 must if required by the City:

a) 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; and

b) Provide written proof that the Employee is a member of an Emergency Management Body, prior to the request for leave.

41.6 Community Services Leave During Annual Leave

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

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

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

41.6.4 Replaced annual leave shall exclude the 17.5% loading.

42. Study Leave

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

42.2 Study leave applications require the approval of the City.

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

42.4 Study leave is available to all permanent Employees and excludes casual Employees.

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

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

42.7 Should the examination fall on a day after a weekend or Public Holiday, no allocation of a paid study leave day will be allocated to the day preceding the examination day, unless the Employee is rostered to work on the Sunday or Public Holiday preceding the examination.

42.8 Study Leave will not be granted for re-submissions or supplementary examinations.

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

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

Part F – Other Conditions

43. Redundancy and Redeployment

43.1 Redundancy

43.1.1 Where an Employee's position becomes redundant as a result of workplace change, unsuccessful competitive tendering, restructure, amalgamation, privatisation or closure of sections or section of the work force covered by this Agreement, the City will comply with the requirements of this clause 43.

a) Where an Employees is advised of redundancy, the City will provide as soon as reasonably practicable a redundancy estimate which outlines all entitlements payable on termination, including accrued unused leave entitlements owed on termination.

b) Where the Employee is offered a redundancy, the City must provide the Employee with detailed calculations of all entitlements payable upon termination, including accrued entitlements, before the Employee decides whether to accept the redundancy.

43.1.2 The Parties recognise that if an Employee's position is made redundant and their employment is terminated by the City for redundancy, then the Employee shall receive the following benefits:

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

b) An additional one (1) week's pay or termination notice, if the Employee is 45 years of age or over.

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

i. Employees with 12 months service but less than 2 years' service are entitled to a redundancy payment equivalent to four (4) weeks' pay plus all unused leave entitlements and any accrued long service leave entitlements that may be able to be paid out under the Local Government (Long Service Leave) Regulations 2024 (WA).

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

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

43.1.4 The termination notice outlined in this clause 43 is made in lieu of those outlined in clause 12.10. The redundancy pay and termination notice outlined in this clause is inclusive of any statutory redundancy pay obligations.

43.2 Redeployment

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

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

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

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

43.3 Transmission of Business

43.3.1 The provisions of 43.3 are not applicable where a business is transmitted from the City (in this sub-clause called the transmittor) to another employer (in this sub-clause call the transmittee), in any of the following circumstances:

a) Where the Employee accepts employment with the transmittee which recognises the period of continuous service which the Employee had with the transmittor and any prior transmittor to be continuous service of the Employee with the transmittee; or

b) Where the Employee rejects an offer of employment with the transmittee:

i. In which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the Employee at the time of ceasing employment with the transmittor; and

ii. Which recognises the period of continuous service which the Employee had with the transmittor, and any prior transmittor, to be continuous service of the Employee with the transmittee.

43.4 Exemptions

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

a) Employees terminated as a consequence of serious misconduct that justifies dismissal without notice;

b) Probationary Employees;

c) Apprentices;

d) Trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement;

e) Employees engaged for a specific period of time or for a specified task or tasks; or

f) Casual Employees.

44. Employee Assistance Program

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

44.2 Employees are reminded that problems primarily stemming from issues within or from the workplace should be resolved through the use of the Dispute Settlement Procedure in clause 9 of this Agreement, or other appropriate formal grievance procedures in the workplace.

45. Self-Managed Work Teams

45.1 Self-Managed Work Teams are those which:

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

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

45.2 The Parties will promote the principle of empowerment by allowing Employees more scope in planning and decision making in relation to performance in areas such as, but not limited to:

45.2.1 Safety;

45.2.2 Productivity;

45.2.3 Quality;

45.2.4 Timely service delivery;

45.2.5 Resource utilisation;

45.2.6 Training;

45.2.7 Process improvements;

45.2.8 Scheduling people; and

45.2.9 Work assignments.

45.3 The Parties are committed to undertake the necessary training and identification of resources required for the implementation of self-managed work teams.

45.4 The primary role of the City in the development of self-managed work teams is to:

45.4.1 Provide vision;

45.4.2 Transfer management responsibilities and authority to teams;

45.4.3 Facilitate external relationships;

45.4.4 Provide resources;

45.4.5 Plan longer term;

45.4.6 Provide training; and

45.4.7 Support team members' career development.

46. Travel Reimbursement

46.1 An Employee who is required to travel on official City of Albany business shall use a motor vehicle from the City vehicle pool. If a vehicle is unavailable and the Employee, at the request of the City, agrees to use their own vehicle for work purposes then the Employee shall be reimbursed in accordance with the cents per kilometre method as set out by the Australian Taxation Office and as adjusted from time to time.

46.2 An Employee who agrees to use their four-wheel drive vehicle because of the nature of the terrain to be traversed and/or weather conditions shall be paid an allowance in addition to the allowance prescribed in clause 46.1. The amount of such allowance shall be fixed by agreement between the City and the Employee in the light of the particular circumstances calling for the use of a four-wheel drive vehicle.

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

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

47. Health and Safety in the Workplace

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

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

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

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

48.1 Union Information

48.1.1 The City agrees to provide by email to accredited WASU and LGRCEU delegates, on a monthly basis, a list of new Employees appropriate to their coverage who have commenced employment at the City.

48.1.2 WASU and LGRCEU delegates will have an opportunity to approach new Employees under their coverage, post induction, with the purpose of providing information about joining the WASU or LGRCEU.

48.1.3 A copy of the current Industrial Agreement will be provided to each new Employee at the point of engagement either in hardcopy or in electronic form via a link.

48.2 Workplace Delegates

48.2.1 Accredited representatives shall be:

a) Treated with respect, fairness and have the right to perform their role as a Workplace Delegate without any adverse effect upon their employment;

b) Recognised by the City as speaking on behalf of WASU or LGRCEU members in the workplace;

c) Able to bargain collectively on behalf of those they represent, including access to reasonable paid time to prepare and participate in industrial agreement negotiations;

d) Consulted and be provided access to reasonable information about the workplace, the business and any proposed changes;

e) Provided with access to reasonable paid time to represent the interests of members to the City and at the WAIRC;

f) Provided with access to reasonable paid time during normal working hours to consult with members, other Workplace Delegates and WASU or LGRCEU Officers/Employees, however this will not interfere with the operations or performance of their position with the City;

g) Provided access to new Employees under their coverage as the WASU or LGRCEU Workplace Delegate at the time that they commence employment;

h) Provided reasonable access to telephone, photocopying, internet and e-mail facilities for the purpose of carrying out their role as a Workplace Delegate and communicating with their workplace colleagues and the WASU or LGRCEU Officers;

i) Provided the opportunity to place WASU or LGRCEU information on a designated Union notice board in a prominent location within the workplace;

j) Provided the opportunity to take a paid secondment to work with the Union where this is agreed by the City; and

48.2.2 The amount of "reasonable paid time" referred to within this clause will be agreed between the Workplace Delegate and their Line Supervisor.

48.3 Paid Meetings

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

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

48.4 Settlement of Dispute – Training Leave

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

a) The scope, content and level of the courses are directed to the enhancement of the operation of the settlement of dispute/dispute resolution procedure;

b) Reasonable notice (30 days) is given by the Workplace Delegate;

c) The taking of leave is arranged having regard to the operational requirements of the City;

d) The Workplace Delegate taking such leave shall be paid all ordinary time earnings which normally become due and payable during the period of leave; and

e) Leave of absence granted pursuant to this clause shall count as service for all purposes of the Agreement.

Part G – Classification Definitions

49. General Employees

General Employee Level 1

Characteristics of the level

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

- At this level, Employees work under close direction and undertake routine activities that require the practical application of basic skills and techniques in a support role.
- General features at this level consist of performing clearly defined activities. Employees' duties at this level will be closely monitored with instruction and assistance always available.
- Freedom to act is limited by standards and procedures.
- Positions at this level will involve Employees in extensive on the job training including familiarisation with the goals and objectives of the team.
- Age from fifteen to twenty and to include any special circumstances.
- The entry point for adults with minimal skills and knowledge in local government or minimal relevant experience will be Level 1 (GL1 – Adult). Progression to Level 2 for such Employees will be automatic on the completion of twelve months satisfactory service.
- Supervision of other Employees is not a feature at this level.

Requirements of the Job

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

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

Responsibilities

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

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

Organisational Relationships

- works under direct supervision.

Extent of Authority

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

General Employee Level 2

Characteristics of the Level

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

Requirements of the Job

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

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

Responsibilities

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

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

Organisational Relationships

- works under direct supervision.

Extent of Authority

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

General Employee Level 3

Characteristics of the Level

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

Requirements of the Job

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

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

Responsibilities

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

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

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

Organisational Relationships

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

Extent of Authority

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

General Employee Level 4

Characteristics of the Level

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

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

Requirements of the Job

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

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

Responsibilities

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

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

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

Organisational Relationships

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

Extent of Authority

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

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

General Employee Level 5

Characteristics of the Level

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

Requirements of the Job

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

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

Responsibilities

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

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

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

Organisational Relationships

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

Extent of Authority

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

General Employee Level 6

Characteristics of the Level

- At this level Employees are subject to general direction from senior Employees. Employees undertake a range of functions requiring the application of a high level of knowledge and skills to achieve results in line with departmental and/or the employer's goals.

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

Requirements of the Job

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

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

Responsibilities

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

- responsible for a range of functions within the team and/or department requiring a high level of knowledge and skills;
- undertake responsibility for a moderately complex project;
- undertake a minor phase of a broader or more complex professional assignment;
- assist with the preparation or prepare departmental or team budgets;
- set priorities and monitor workflow in areas of responsibility;
- provide expert advice to lower classified Employees;
- exercise judgement and initiative where procedures not clearly defined;
- operate as a specialist Employee in the relevant discipline where decisions made and taken rest with the Employee with no reference to a senior Employee;
- plan, coordinate and administer the operation of a multi-purpose complex including financial management and reporting;

- undertake analysis/design for the development and maintenance of projects and/or undertake programming in specialist areas: may exercise responsibility for a specialised area of the employer's operation;
- understanding all areas of equipment operation to enable the provision of advice and assistance when non- standard procedures/processes are required;
- undertake publicity assignments within the framework of the employer's publicity and promotions programme. Such assignments would be of limited scope and complexity but would involve the coordination of facets of the total programme including media liaison, design and layout of publications/displays and editing;
- where the prime responsibility lies in a professional field, Employees at this level, would undertake at least some of the following:
    - under general direction undertake tasks of a specialised and/or detailed nature;
    - provide reports on progress of project activities including recommendations;
    - exercise professional judgement within prescribed areas that may include supervision of the function;
    - carry out planning studies for particular projects including aspects of design, formulation of policy, implementation procedures and presentation;
    - exercise a high level of interpersonal skills in dealing with the public and other organisations;
    - plan, develop and operate a community service programme of a moderately complex nature;
    - exercise responsibilities for various functions within a work area including compliance with regulations, codes and procedures;
- where prime responsibility is to supervise Outside Employees, Employees at this level:
    - exercise operational responsibility for works programmes;
    - exercise judgement and initiative where procedures not clearly defined;
    - establish work programmes in small local government;
- where prime responsibility lies in a technical field:
    - leads teams on moderately complex technical projects;
    - exercise significant initiative and judgement in the selection and application of established principles, techniques;
    - supervise the work of other Employees;
    - provide reports to management and/or recommendations on technical suitability of equipment procedures, processes and results.

Organisational Relationships

- works under general direction;
- supervise other Employees.

Extent of Authority

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

General Employee Level 7

Characteristics of the Level

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

Requirements of the Job

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

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

Responsibilities

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

- undertake significant projects and/or functions involving the use of analytical skills;
- provide advice on matters of complexity within the work area and/or discipline;

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

Organisational Relationships

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

Extent of Authority

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

General Employee Level 8

Characteristics of the Level

- At this level, Employees operate under limited direction and exercise managerial responsibility for various functions within the department and/or local government or operate as a specialist, a member of a specialised professional team, or independently.

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

Requirements of the Job

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

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

Responsibilities

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

- undertake managerial or specialised functions under a wide range of conditions to achieve results in line with divisional/corporate goals;
- exercise managerial control, involving the planning, direction, control and evaluation of operations that include providing analysis and interpretation for either a major single discipline or multi discipline operation;
- develop work practices and procedures for various projects;
- establish work area outcomes;
- prepare budget submissions for senior Employees and/or the employer;
- develop and implement significant operational procedures;
- review operations to determine their effectiveness;
- develop appropriate methodology and apply proven techniques in providing specialised services;

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

Organisational Relationships

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

Extent of Authority

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

General Employee Level 9

Characteristics of the level

- At this level, Employees are subject to broad direction from senior Employees and exercise managerial responsibility for a department/local government's relevant activity. In addition, Employees may operate as a senior specialist providing multi-functional advice to either various departments or directly to the employer.
- General features of this level require the Employees' involvement in the initiation and formulation of extensive projects/programmes that impact on the employer's goals and objectives. Employees are involved in the identification of current and future options and the development of strategies to achieve desired outcomes.
- Additional features include providing financial, specialised, technical and professional and/or administrative advice on policy matters within the department and/or the local government.
- In addition Employees will be required to develop and implement techniques, work practices and procedures in all facets of the work area to achieve corporate goals.
- Employees at this level require a high level of proficiency in the application of theoretical or scientific approaches in the search of optimal solutions to new problems and opportunities that may be outside of the original field of specialisation.
- Positions at this level will demand responsibility for decision making within the constraints of divisional/corporate policy and require the Employee to provide advice and support to other areas of the local government. Employees at this level will have significant impact upon the employer's policies and

programmes and will be required to provide initiative, the ability to formulate, implement, monitor and evaluate projects and/or programmes.

- Positions at this level may be identified by the significant independence of action within the constraints of departmental or corporate policy.

Requirements of the Job

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

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

Responsibility

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

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

- where prime responsibility lies in the technical field, Employees at this level:
    - conduct technical support programmes and sub-programmes within the framework of the employer's operating programme;
    - offer consultancy service;
    - ongoing evaluation and the development/revision and methodology/techniques and/or the application of a high level of analytical skills in the attainment and satisfying of technical objectives.

Organisational Relationships

- works under broad direction.

Extent of Authority

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

50. Daycare Employees

Daycare Employee Level 1

Daycare Support Employees Level 1 **Grade 1**	
Definition	An untrained ancillary Employee employed to clean or work as a kitchen hand.
Responsibilities	• 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	• 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	• An Employee at this level is entitled to incremental progression to pay level 1.4.

Daycare Employee Level 2

Assistant Educator	
Definition	This is an Employee who: • Has completed or is completing Certificate III in Early Childhood Education and Care: 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	• 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;

Daycare Employee Level 2

	• 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	• 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	• 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	This is an Employee who: • Has completed Certificate III in Early Childhood Education and Care or an equivalent qualification that is acknowledged by ACECQA Australian Children's Education & Care Quality Authority; and • Possesses, in the opinion of the employer, sufficient knowledge or experience to perform the duties at this level.
Responsibilities	• 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;

Daycare Employee Level 3

	• 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	• 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	• Subject to this Agreement, an Employee at this level who holds Certificate III in Early Childhood Education and Care is entitled to incremental progression to pay level 3.5. **However:** • An Employee at this level who holds a relevant Certificate IV in Early Childhood Education and Care or equivalent and who exercises skills and competencies beyond those required for Certificate III in Early Childhood Education and Carein 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 a Diploma in Early Childhood Education and Care or equivalent, that is acknowledged by ACECQA Australian Children's Education & Care Quality Authority and who applies skills and knowledge acquired beyond the competencies required for Certificate III in Early Childhood Education and Care 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

Daycare Employee Level 4

Definition	This is an Employee who: • Has completed a Diploma in Early Childhood Education and Care or an equivalent qualification that is acknowledged by ACECQA Australian Children's Education & Care Quality Authority; and • Possesses, in the opinion of the employer, sufficient knowledge or experience to perform the duties at this level.
Responsibilities	• 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	• Responsible, in consultation with the Manager / Team Leader 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 Level 3; • Responsible to the Manager / Team Leader 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.

Daycare Employee Level 4

	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	• Subject to this Agreement, an Employee at this level is entitled to incremental progression to pay level 4.3

Daycare Employee Level 5

Qualified Educator and Administration duties	
Definition	• This is an Employee who has completed a Diploma in Early Childhood Education and Care or equivalent qualification that is acknowledged by ACECQA Australian Children's Education & Care Quality Authority , and performs administrative duties.
Responsibilities	• 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; • Support 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, providing customer service including enrolments and tours; • Support monitoring and ordering of stock for operational needs; • 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	• Support Team Leader and Educational Leader with administration tasks to implement and evaluate developmentally appropriate programs;

Daycare Employee Level 5

	• Contribute, through the Manager or Team Leader, to the development of the centre or service's policies; • Support coordination of centre operations including Work Health and Safety, program planning, staff training; • Coordinating the activities of more than one group; • Assist and supervise staff, trainees and students on placement; • Carry out all relevant tasks with the centre's software and Child Care Subsidy requirements, including but not limited to, fees, bookings and reporting. • Follow and refer to Regulations, National Quality Standards and Early Years Learning Framework. • Assist with administrative functions as directed by the Manager / Team Leader.
Salary	• Subject to this Agreement, an Employee at this level is entitled to incremental progression to pay level 5.8. •

51. Outside Employees

51.1 Level Matrix Tool

Employees progress through levels by demonstrating the experience, qualifications and competencies listed for each level in their work area. New employees may be assessed against any level on commencement based on prior experience and verified competence. All criteria within a level must be met before progression to the next level is approved. Reference should also be made to the relevant role position description for full details.

LEVEL	PAY STEPS	CIVIL WORKS	WASTE MANAGEMENT	RESERVES	TRADES	ADDITIONAL COMMENTS / SPECIALIST NOTES
		Roads • Drainage • Paths • Signs	*Receivals • Transfer • Weighbridge • Landfill*	*Gardens • Turf • Trees • Reticulation • Parks • Bushland*	*Mechanical • Building*	*Specialist roles & training obligations*
LEVEL 3						**Notes & Specialist Roles**
3	**3.1** **3.2**	• No prior civil works experience required. • Must hold a current White Card. • Willing to undertake Cert III in Civil Construction (mandatory for all new non-experienced Civil recruits). • Ablilty to follow verbal and written instructions and work safely as part of a team. • No licence requirement at this level.	• No prior waste or landfill experience required. • Must hold a current White Card. • Ability to follow site safety rules and safe work method statements. • Willing to learn receivals, transfer area operations and fossicker area duties under supervision. • No licence requirement at this level.	• No prior parks/reserves experience required. • Must hold a current White Card. • Willing to undertake Cert III in Horticulture or CAEM • Ability to follow verbal and written instructions and work safely as part of a team. • No licence requirement at this level.	Not Applicable	• New Civil recruits must agree in writing to undertake Cert III in Civil Construction. • Workplace Proficiency checklist to be completed by supervisor for classification at this level. • All licence and ticket requirements must be verified before classification is confirmed. • Probation review at 3 months to confirm suitability.
LEVEL 4						**Notes & Specialist Roles**
4	**4.1** **4.2** **4.3**	• Minimum 12 months relevant civil construction experience. • Current basic traffic control ticket • Demonstrated ability to perform traffic management duties on road works. • Basic competency in operating at least one item of plant (e.g. compactor, plate vibrator). • Able to read and follow basic work plans and work orders.	• Minimum 12 months relevant waste/landfill experience. • Demonstrated proficiency in receivals, transfer area operations, and fossickers area. • Basic understanding of waste sorting, recycling streams and contamination avoidance. • Follows all site safety and environmental procedures.	• Certificate III in Conservation & Land Management or Certificate III Horticulture (or equivalent), Demonstrated equivalent competency through a minimum of 12 months' practical experience. • Basic competency in at least 2 of Reserves Workplace Proficiencies • Awareness of chemical handling requirements (Chem Cert desirable). • Ability to operate grounds maintenance equipment safely. • Current basic traffic control ticket.	Not Applicable	• Workplace Proficiency checklist to be completed by supervisor for classification at this level. • All licence and ticket requirements must be verified before classification is confirmed.

LEVEL 5						Notes & Specialist Roles
5	5.1 5.2 5.3	• Minimum 2 years' relevant/verified civil construction experience. • Current HR licence, • Basic competency in any 3 of the following: skid steer, roller, loader, excavator, Flocon, or Multipatcher. • Ability to work with limited supervision on routine civil tasks. • Understands site safety, traffic management and basic quality requirements.	• Minimum 2 years' relevant waste/landfill experience. • Current HR truck licence with demonstrated hooklift operation, OR Demonstrated basic competency in any of the following: forklift, loader, excavator or compactor, OR Proficiency in receivals, transfer operations or fossicker area, and basic weighbridge operations. • Awareness of environmental and site compliance obligations.	• Certificate IV in Conservation & Land Management or Certificate IV Horticulture (or equivalent qualification), and minimum of 12 months' experience in a Reserves role with verified competency in at least 3 of the Reserves Workplace Proficiencies, OR Certificate III and a minimum 2 years' experience with verified competency in at least 3 of the Reserves Workplace Proficiencies.	Not Applicable	• Workplace Proficiency checklist to be completed by supervisor for classification at this level. • All licence and ticket requirements must be verified before classification is confirmed.
LEVEL 6						**Notes & Specialist Roles**
6	6.1 6.2 6.3	• Minimum 3 years' relevant/verified civil construction experience. • Current HR licence minimum. • Verified intermediate competency in at least 4 of: loader, skid steer, excavator, sweeper, grader, Flocon, or Multipatcher OR • HC licence with demonstrated experience operating truck & trailer / semi / low loader. • Able to work independently on a range of civil construction and maintenance tasks. • Demonstrates awareness of quality standards and compliance obligations.	• Minimum 3 years' relevant waste/landfill experience. • Current HR truck licence with demonstrated hooklift operations. • Verified intermediate competency in at least 3 of: loader, excavator, forklift, compactor, OR Demonstrated proficiency on weighbridge functions, and receivals, transfer and fossickers. • Certificate III in Waste Management (or equivalent), OR demonstrated equivalent operational experience. • Understands and applies waste compliance and environmental obligations.	• Certificate IV in Conservation & Land Management or Certificate IV Horticulture (or equivalent qualification), minimum 3 years' experience in a Reserves role and verified competency in at least 4 of the Reserves Workplace Proficiencies, OR Certificate III and minimum 5 years' experience with verified competency in at least 4 of the Reserves Workplace Proficiencies. • Able to mentor and guide less experienced Reserves staff on routine tasks.	Not Applicable	• Workplace Proficiency checklist to be completed by supervisor for classification at this level. • All licence and ticket requirements must be verified before classification is confirmed.
LEVEL 7						**Notes & Specialist Roles**
7	7.1 7.2 7.3	• Minimum 3 years' verified experience operating one of the following specialist plant: – Grader (precision grading), – Specialist drainage construction - Capable of operating to design specifications without direct supervision. – Specialist Multipatcher – Specialist Sweeper – MC Truck Operator • Demonstrates ability to train other staff on specialist equipment to RTO-assessable standard.	• Minimum 3 years' verified experience operating as one of the following specialists: - Waste Compactor independently, to engineered fill levels and slope requirements, - Weighbridge Systems, - MC Truck Operator • Demonstrates ability to train other staff to RTO-assessable standard.	• Certificate IV / Trade Certificate in Horticulture (or equivalent), • Minimum 3 years' full-time experience in at least one of: irrigation/reticulation systems, arboriculture, or intensive turf management. • Demonstrates ability to train other staff to RTO-assessable standard in specialist area. • Recognised as a technical specialist within the Reserves team.	Not Applicable	Specialist Position Only • Workplace Proficiency checklist to be completed by supervisor for classification at this level. • All licence and ticket requirements must be verified before classification is confirmed. .

LEVEL 8						Notes & Specialist Roles
8	8.1 8.2 8.3	LEADING HAND – CIVIL WORKS: • Meets all criteria for Level 6 or above in Civil Works. • Currently holds, or is formally enrolled to undertake, Certificate IV in Leadership & Management or Certificate IV in Civil Supervision (or equivalent qualification). • Demonstrated ability to direct and supervise a work crew (as defined in clause 2 – Leading Hand). • Plans and coordinates daily work activities, allocates tasks and monitors quality. • Able to complete basic written records: timesheets, work orders, incident reports.	LEADING HAND – WASTE: • Meets all criteria for Level 6 or above in Waste Management. • Currently holds, or is formally enrolled to undertake, Certificate IV in Leadership & Management or Certificate IV in Waste Management (or equivalent qualification). • Demonstrated ability to direct and supervise a work crew. • Oversees daily site logistics and safety, induction and training of staff/contractors, and undertake compliance checks. • Able to complete basic written records: timesheets, work orders, incident reports.	LEADING HAND – RESERVES: • Meets all criteria for Level 6 or above in Reserves. • Currently holds, or is formally enrolled to undertake, Certificate IV in Leadership & Management or Certificate IV in Reserves Supervision (or equivalent qualification). • Demonstrated ability to direct and supervise a work crew. • Plans and coordinates daily reserves activities, allocates tasks and monitors quality. • Able to complete basic written records: timesheets, work orders, incident reports.	Not Applicable	FORMAL APPOINTMENT ONLY: Classification as Leading Hand requires formal appointment by the City. Self-identification as a leading hand is not applicable for classification purposes. LEADING HAND ROLES: • Works: Leading Hand • Reserves: Leading Hand • Waste: Leading Hand Note: The 'enrolled to undertake' provision does not allow indefinite deferral. Failure to progress in study without reasonable cause may be grounds for classification review.
LEVEL 9						**Notes & Specialist Roles**
9	9.1 9.2 9.3	TECHNICAL SPECIALIST – CIVIL WORKS: • Trade certificate or equivalent qualification relevant to civil construction (e.g. Certificate III/IV Civil, Drainage), OR • Minimum 3 years' demonstrated experience in a supervisory or leading hand role within a similar environment. • Demonstrated equivalent competency through substantial practical experience at a technical/specialist level. • Recognised within the team as a technical subject matter expert in a specific civil discipline (e.g. drainage construction, road design application). • Provides technical advice and guidance to other Employees.	TECHNICAL LEADING HAND - WASTE: • Minimum 3 years' demonstrated experience in a supervisory or leading hand role within a Waste or similar environment. • Ability to provide technical oversight of licensing, environmental compliance beyond standard leading hand duties. • Ability to oversee landfill cell operations, waste acceptance controls, cover, leachate/gas awareness, environmental inspections and licence-condition implementation. • Requires Cert IV Waste or equivalent leadership qualification or equivalent demonstrated competence.	TECHNICAL LEADING HAND – RESERVES: • Completion of Certificate IV in Leadership & Management (or equivalent qualification), AND • Minimum 3 years' demonstrated experience in a supervisory or leading hand role within a Reserves or similar outdoor environment. • Recognised specialist expertise in one or more of: Reticulation, Horticulture, Conservation, Arboriculture, or Turf Management. • Provides technical mentorship and leads a specialist team or programme.	QUALIFIED TRADESPERSON: • Holds a recognised Trade Certificate (or equivalent) in the relevant trade (e.g. Carpentry, Electrical, Mechanical, Plumbing). • Independently performs the full range of duties within the relevant trade. • Possesses appropriate and relevant experience at a technical level consistent with a qualified tradesperson.	FORMAL APPOINTMENT ONLY SPECIALIST ROLES AT LEVEL 9: • Works: Technical Specialist – Construction • Reserves: Technical Leading Hand (Reticulation, Horticulture, Conservation, Arboriculture, Turf Management) • Trades: Qualified Tradesperson • Waste: Technical Leading Hand Trade certificates must be sighted and photocopied into the personnel file before classification is confirmed.

LEVEL 10						Notes & Specialist Roles
10	**10.1** **10.2** **10.3**	SPECIALIST – LEADING HAND, CIVIL WORKS: • Meets all criteria for Level 9 (Technical Specialist) in Civil Works, • Currently holds, or is formally enrolled to undertake, Certificate IV in Leadership & Management (or equivalent leadership qualification). • Demonstrated ability to direct and supervise a work crew as a Leading Hand. • Provides technical specialist advice and team leadership concurrently. • Manages quality assurance on specialist civil works.	SPECIALIST - LEADING HAND, WASTE: • Minimum 5 years' demonstrated experience in a supervisory or leading hand role within a Waste or similar environment. • Currently holds, or is formally enrolled to undertake, Certificate IV in Leadership & Management (or equivalent leadership qualification). • Provides advanced technical leadership and accountability for site wide operational compliance outcomes, audit readiness, environmental controls and technical guidance to staff. • May act as senior operational interface for DWER licence obligations and internal compliance reporting. • Requires Cert IV Waste qualification or equivalent demonstrated competence	SPECIALIST – LEADING HAND, RESERVES: • Completion of Certificate IV in Leadership & Management (or equivalent qualification), • Minimum 5 years' demonstrated experience in a supervisory or leading hand role within a Reserves or similar outdoor environment. • Meets all criteria for Level 9 (Technical Leading Hand) in Reserves. • Leads and coordinates a specialist team in one or more of: Reticulation, Turf Management, or Arboriculture. • Accountable for quality, safety and programme delivery in specialist area.	QUALIFIED TRADESPERSON – LEADING HAND: • Holds a recognised Trade Certificate (as per Level 9). • Meets the definition of Leading Hand as defined in clause 2 of the Agreement (i.e. formally appointed to direct or supervise the work of others). • Currently holds, or is formally enrolled to undertake, Certificate IV in Leadership & Management (or equivalent leadership qualification). • Manages day-to-day work allocation, quality checking and safety compliance for the trades team.	FORMAL APPOINTMENT ONLY: Classification as Leading Hand requires formal appointment by the City. Self-identification as a leading hand is not applicable for classification purposes. LEADING HAND ROLES AT LEVEL 10: • Works: Specialist – Leading Hand • Reserves: Specialist – Leading Hand (Reticulation / Turf Management / Arboriculture) • Trades: Qualified Tradesperson – Leading Hand • Waste: Specialist – Leading Hand
LEVEL 11						**Notes & Specialist Roles**
11	**11.1** **11.2** **11.3** **11.4**	SUPERVISOR: PREREQUISITE TECHNICAL REQUIREMENTS: • Holds relevant qualifications and extensive operational experience; • Minimum 2 years demonstrated experience in a supervisory capacity. LEADERSHIP & MANAGEMENT REQUIREMENTS: • Completed Certificate IV in Leadership & Management (or equivalent qualification) • Supervises multiple crews across one or more streams. • Plans and coordinates work programmes across sections: scheduling, resource allocation and quality monitoring.	SUPERVISOR: PREREQUISITE TECHNICAL REQUIREMENTS: • Meets all criteria for Level 8 (Leading Hand), OR • Holds relevant qualifications and extensive operational experience; • Minimum 2 years demonstrated experience in a supervisory capacity. LEADERSHIP & MANAGEMENT REQUIREMENTS: • Completed Certificate IV in Leadership & Management (or equivalent qualification) • Supervises multiple Leading Hands (Level 8 and/or 10) and their crews across one or more streams. • Plans and coordinates work	SUPERVISOR: PREREQUISITE TECHNICAL REQUIREMENTS: • Meets all criteria for Level 8 (Leading Hand), OR • Holds relevant qualifications and extensive operational experience; • Minimum 2 years demonstrated experience in a supervisory capacity. LEADERSHIP & MANAGEMENT REQUIREMENTS: • Completed Certificate IV in Leadership & Management (or equivalent qualification) • Supervises multiple Leading Hands (Level 8 and/or 10) and their crews across one or more streams. • Plans and coordinates work	SUPERVISOR: PREREQUISITE TECHNICAL REQUIREMENTS: • Meets all criteria for Level 9, OR • Holds relevant qualifications and extensive operational experience; AND • Minimum 2 years demonstrated experience in a supervisory capacity. LEADERSHIP & MANAGEMENT REQUIREMENTS: • Completed Certificate IV in Leadership & Management (or equivalent qualification) • Supervises crews across one or more streams. • Plans and coordinates work programmes across sections:	FORMAL APPOINTMENT ONLY: Classification as Supervisor requires formal appointment by the City. Self-identification as a Supervisor is not applicable for classification purposes. QUALIFICATION: Completed Cert IV in Leadership & Management (or equivalent qualification)

		• Contributes to section-level budget planning; monitors expenditure within approved budgets. • Implements and monitors WHS requirements and compliance obligations across area of responsibility. • Conducts PPDRs and provides documented performance feedback for employees in their section (clause 13). • Completes administrative records: timesheets, work orders, incident reports, compliance and contractor induction records. • Provides guidance and mentoring to Leading Hands on technical and operational matters. • Liaises with internal stakeholders (Coordinators, Managers) other teams and external parties (contractors, regulators) as required.	programmes across sections: scheduling, resource allocation and quality monitoring. • Contributes to section-level budget planning; monitors expenditure within approved budgets. • Implements and monitors WHS requirements and compliance obligations across area of responsibility. • Conducts PPDRs and provides documented performance feedback for employees in their section (clause 13). • Completes administrative records: timesheets, work orders, incident reports, compliance and contractor induction records. • Provides guidance and mentoring to Leading Hands on technical and operational matters. • Liaises with internal stakeholders (Coordinators, Managers) other teams and external parties (contractors, regulators) as required.	programmes across sections: scheduling, resource allocation and quality monitoring. • Contributes to section-level budget planning; monitors expenditure within approved budgets. • Implements and monitors WHS requirements and compliance obligations across area of responsibility. • Conducts PPDRs and provides documented performance feedback for employees in their section (clause 13). • Completes administrative records: timesheets, work orders, incident reports, compliance and contractor induction records. • Provides guidance and mentoring to Leading Hands on technical and operational matters. • Liaises with internal stakeholders (Coordinators, Managers) other teams and external parties (contractors, regulators) as required.	scheduling, resource allocation and quality monitoring. • Contributes to section-level budget planning; monitors expenditure within approved budgets. • Implements and monitors WHS requirements and compliance obligations across area of responsibility. • Conducts PPDRs and provides documented performance feedback for employees in their section (clause 13). • Completes administrative records: timesheets, work orders, incident reports, compliance and contractor induction records. • Provides guidance and mentoring to Leading Hands on technical and operational matters. • Liaises with internal stakeholders (Coordinators, Managers) other teams and external parties (contractors, regulators) as required.	
LEVEL 12						**Notes & Specialist Roles**
12	**12.1** **12.2** **12.3** **12.4**	SENIOR SUPERVISOR – PREREQUISITE REQUIREMENTS: • Meets ALL criteria for Level 11 (Supervisor) – • Minimum 4 years demonstrated experience at Level 11 (Supervisor) or equivalent. • Strong working knowledge of operational requirements, compliance obligations and work programme management across one or more outdoor streams. LEADERSHIP & MANAGEMENT REQUIREMENTS: • Completed Certificate IV in Leadership & Management (or equivalent qualification). Diploma of Management highly desirable.	SENIOR SUPERVISOR – PREREQUISITE REQUIREMENTS: • Meets ALL criteria for Level 11 (Supervisor) – • Minimum 4 years demonstrated experience at Level 11 (Supervisor) or equivalent. • Strong working knowledge of operational requirements, compliance obligations and work programme management across one or more outdoor streams. LEADERSHIP & MANAGEMENT REQUIREMENTS: • Completed Certificate IV in Leadership & Management (or equivalent qualification). Diploma of Management highly desirable.	SENIOR SUPERVISOR – PREREQUISITE REQUIREMENTS: • Meets ALL criteria for Level 11 (Supervisor) – • Minimum 4 years demonstrated experience at Level 11 (Supervisor) or equivalent. • Strong working knowledge of operational requirements, compliance obligations and work programme management across one or more outdoor streams. LEADERSHIP & MANAGEMENT REQUIREMENTS: • Completed Certificate IV in Leadership & Management (or equivalent qualification). Diploma of Management highly desirable.	SENIOR SUPERVISOR – PREREQUISITE REQUIREMENTS: • Meets ALL criteria for Level 11 (Supervisor) – • Minimum 4 years demonstrated experience at Level 11 (Supervisor) or equivalent; • Strong working knowledge of operational requirements, compliance obligations and work programme management across one or more outdoor streams. LEADERSHIP & MANAGEMENT REQUIREMENTS: • Completed Certificate IV in Leadership & Management (or equivalent qualification). Diploma of Management highly desirable.	FORMAL APPOINTMENT ONLY: Classification as Senior Supervisor requires formal appointment by the City. Self-identification as a Senior Supervisor is not applicable for classification purposes. QUALIFICATION: Completed Cert IV in Leadership & Management (or equivalent qualification)

		• Formally appointed by the City to a Senior Supervisor position. • Exercises managerial responsibility for a significant work area or multi-section work programme encompassing multiple outdoor streams. • Prepares and manages section/area budgets including forecasting, expenditure monitoring and variance reporting to Coordinator/Manager. • Exercises autonomy in establishing and adapting work programmes and operational methods in response to changing requirements. • Manages a combination of direct employees and contractors engaged by the City. • Contributes to the development of policies, procedures and work practices relevant to the area of responsibility. • Provides expert operational advice to Coordinators and Managers on matters relating to their work area. • Manages significant operational risk including WHS, environmental compliance and contractor management across area. • Reports directly to the relevant Coordinator, Manager or Executive Director.	• Formally appointed by the City to a Senior Supervisor position. • Exercises managerial responsibility for a significant work area or multi-section work programme encompassing multiple outdoor streams. • Prepares and manages section/area budgets including forecasting, expenditure monitoring and variance reporting to Coordinator/Manager. • Exercises autonomy in establishing and adapting work programmes and operational methods in response to changing requirements. • Manages a combination of direct employees and contractors engaged by the City. • Contributes to the development of policies, procedures and work practices relevant to the area of responsibility. • Provides expert operational advice to Coordinators and Managers on matters relating to their work area. • Manages significant operational risk including WHS, environmental compliance and contractor management across area. • Reports directly to the relevant Coordinator, Manager or Executive Director.	• Formally appointed by the City to a Senior Supervisor position. • Exercises managerial responsibility for a significant work area or multi-section work programme encompassing multiple outdoor streams. • Prepares and manages section/area budgets including forecasting, expenditure monitoring and variance reporting to Coordinator/Manager. • Exercises autonomy in establishing and adapting work programmes and operational methods in response to changing requirements. • Manages a combination of direct employees and contractors engaged by the City. • Contributes to the development of policies, procedures and work practices relevant to the area of responsibility. • Provides expert operational advice to Coordinators and Managers on matters relating to their work area. • Manages significant operational risk including WHS, environmental compliance and contractor management across area. • Reports directly to the relevant Coordinator, Manager or Executive Director.	• Formally appointed by the City to a Senior Supervisor position. • Exercises managerial responsibility for a significant work area. • Prepares and manages section/area budgets including forecasting, expenditure monitoring and variance reporting to Coordinator/Manager. • Exercises autonomy in establishing and adapting work programmes and operational methods in response to changing requirements. • Manages a combination of direct employees and contractors engaged by the City. • Contributes to the development of policies, procedures and work practices relevant to the area of responsibility. • Provides expert operational advice to Coordinators and Managers on matters relating to their work area. • Manages significant operational risk including WHS, environmental compliance and contractor management across area. • Reports directly to the relevant Coordinator, Manager or Executive Director.	

51.2 Proficiencies

RESERVES		CIVIL WORKS	
Workplace Operations	**Plant Types / Licences**	**Workplace Operations**	**Plant Types / Licences**
Garden Maintenance	ATV – Spraying Pathways	Concreting, Paving & Kerbing	Skid Steer
Mowing	Chainsaw	Drainage – Construction	Excavator
Playground Maintenance	Crusher / Chipper	Open Drainage	Flocon
Power-Line Pruning	EWP (Elevated Work Platform)	Drainage Infrastructure Maintenance	Loader & Telehandler
Chemical Spraying	Loader & Telehandler	Road Construction	Rollers (Construction) – Multi Tyre, Steel Drum
Reticulation	Mini Digger (Kanga)	Maintenance – Road Furniture	Grader
Trails & Camp Maintenance	Reach Mower	Sealed Road Maintenance	MR Licence
Tree Felling	Tractor	Signage	HR Licence
Tree Pruning	Truck	Line-marking	HC Licence – Truck & Pig; Semi & Float
Turf Maintenance	Bobcat (beach maintenance)	Sweeper	Mini-Excavator
		Mulcher / Reachmower	Multi-Patcher
WASTE MANAGEMENT		**TRADES**	
Workplace Operations	**Plant Types / Licences**	**Workplace Operations**	**Plant Types / Licences**
Waste Receivals	Loader	Banner Installation	Chainsaw
Tip Shop	Compactor	Bridge Maintenance	EWP (Same as Reserves)
Transfer Area	Hook-lift Truck	Building Maintenance	Timber Milling
Weighbridge	Excavator	Marquee Installation	Forklift
	Forklift	Scaffolding	Loader & Telehandler

Part H – Base Wage Schedules

52. General Employees Wage Schedule

Base Wage schedule as per clause 16 Wage Increase.

Description	Effective from 1 July 2026		Effective from 1 July 2027		Effective from 1 July 2028	
	Hourly $	Annual $	Hourly $	Annual $	Hourly $	Annual $
GL1 ≤ 16yrs	21.7932	43,063.36	22.6649	44,785.90	23.5715	46,577.33
GL1 - 17yrs	23.2619	45,965.57	24.1924	47,804.19	25.1601	49,716.36
GL1 - 18yrs	25.3599	50,111.07	26.3742	52,115.51	27.4292	54,200.13
GL1 - 19yrs	27.4576	54,256.30	28.5559	56,426.55	29.6982	58,683.61
GL1 - 20yrs	29.5553	58,401.26	30.7375	60,737.31	31.9670	63,166.81
GL1 - Adult	31.0937	61,441.10	32.3374	63,898.74	33.6309	66,454.69
GL2.1	32.3760	63,975.02	33.6711	66,534.02	35.0179	69,195.38
GL2.2	33.1679	65,539.82	34.4946	68,161.42	35.8744	70,887.87
GL2.3	34.3097	67,796.04	35.6821	70,507.88	37.1094	73,328.20
GL2.4	35.4755	70,099.58	36.8945	72,903.56	38.3703	75,819.70
GL3.1	36.6642	72,448.54	38.1308	75,346.48	39.6560	78,360.34
GL3.2	37.3168	73,738.08	38.8095	76,687.60	40.3619	79,755.11
GL3.3	37.9933	75,074.67	39.5130	78,077.65	41.0935	81,200.76
GL3.4	38.9487	76,962.60	40.5066	80,041.10	42.1269	83,242.75
GL4.1	40.2069	79,448.93	41.8152	82,626.89	43.4878	85,931.96
GL4.2	40.6499	80,324.21	42.2759	83,537.18	43.9669	86,878.67
GL4.3	41.3026	81,614.02	42.9547	84,878.58	44.6729	88,273.72
GL4.4	42.2583	83,502.49	43.9487	86,842.59	45.7066	90,316.30
GL5.1	44.2163	87,371.38	45.9849	90,866.23	47.8243	94,500.88
GL5.2	44.9157	88,753.39	46.7123	92,303.53	48.5808	95,995.67
GL5.3	45.4745	89,857.71	47.2935	93,452.01	49.1853	97,190.09
GL5.4	46.4071	91,700.48	48.2634	95,368.50	50.1939	99,183.24
GL6.1	47.8757	94,602.41	49.7907	98,386.51	51.7824	102,321.97
GL6.2	49.0411	96,905.14	51.0027	100,781.35	53.0428	104,812.60
GL6.3	49.9267	98,655.17	51.9238	102,601.38	54.0007	106,705.43
GL6.4	50.9292	100,636.12	52.9664	104,661.56	55.0850	108,848.03
GL7.1	52.3511	103,445.85	54.4452	107,583.68	56.6230	111,887.03
GL7.2	53.4929	105,702.06	55.6327	109,930.15	57.8580	114,327.35
GL7.3	54.4255	107,544.84	56.6025	111,846.63	58.8666	116,320.50
GL7.4	55.0779	108,833.84	57.2810	113,187.19	59.5722	117,714.68
GL8.1	56.7562	112,150.29	59.0265	116,636.30	61.3875	121,301.76
GL8.2	57.6888	113,993.07	59.9964	118,552.79	62.3962	123,294.90
GL8.3	58.6208	115,834.76	60.9657	120,468.15	63.4043	125,286.88
GL8.4	59.5534	117,677.54	61.9355	122,384.64	64.4130	127,280.03
GL9.1	61.9542	122,421.44	64.4323	127,318.29	67.0096	132,411.03
GL9.2	63.0031	124,494.05	65.5232	129,473.81	68.1441	134,652.77
GL9.3	64.1917	126,842.75	66.7593	131,916.46	69.4297	137,193.12
GL9.4	65.4272	129,284.19	68.0443	134,455.56	70.7661	139,833.78

Note: Base Wage Annual rates listed above are full time equivalent indicative figures only.

52.1 General Employees - Casual Group Fitness Instructor – Sessional Rates

52.1.1 The following sessional rates apply to only Casual Group Fitness Instructor Employees. These rates will be paid in lieu of the above General Employees Wage Schedule for these Employees.

Casual Group Fitness Instructors will be paid as follows for each class performed, as required by the City (minimum 1.5 hours has been factored into rates and rates are inclusive of casual loading):

	On Agreement commencement	Effective from 1 July 2027	Effective from 1 July 2028
Description	**Rate for each sessional class performed (30 - 60 minute class performed) $**		
Casual Group Fitness Instructor	68.75	71.50	74.36

53. Outside Employees Base Wage Schedule

Base Wage schedule as per Clause 16 Wage Increase.

Description	Effective from 1 July 2026		Effective from 1 July 2027		Effective from 1 July 2028	
	Hourly $	Annual $	Hourly $	Annual $	Hourly $	Annual $
OL3.1	34.9620	69,084.92	36.3605	71,848.32	37.8149	74,722.25
OL3.2	35.7596	70,661.05	37.1900	73,487.49	38.6776	76,426.99
OL4.1	36.5574	72,237.45	38.0197	75,126.95	39.5405	78,132.03
OL4.2	36.9644	73,041.70	38.4430	75,963.37	39.9807	79,001.90
OL4.3	37.3705	73,844.03	38.8653	76,797.79	40.4199	79,869.70
OL5.1	37.7772	74,647.73	39.2883	77,633.64	40.8598	80,738.98
OL5.2	38.1799	75,443.47	39.7071	78,461.21	41.2954	81,599.66
OL5.3	38.5829	76,239.76	40.1262	79,289.36	41.7312	82,460.93
OL6.1	38.9854	77,035.23	40.5449	80,116.64	42.1667	83,321.31
OL6.2	39.4516	77,956.33	41.0296	81,074.59	42.6708	84,317.57
OL6.3	39.7911	78,627.27	41.3828	81,772.36	43.0381	85,043.26
OL7.1	40.1938	79,423.02	41.8016	82,599.94	43.4737	85,903.93
OL7.2	40.6541	80,332.60	42.2803	83,545.90	43.9715	86,887.73
OL7.3	41.1145	81,242.17	42.7590	84,491.86	44.4694	87,871.54
OL8.1	41.5749	82,152.03	43.2379	85,438.11	44.9674	88,855.63
OL8.2	41.9966	82,985.35	43.6765	86,304.76	45.4236	89,756.96
OL8.3	42.4186	83,819.22	44.1154	87,171.99	45.8800	90,658.87
OL9.1	45.2183	89,351.30	47.0270	92,925.36	48.9081	96,642.37
OL9.2	45.6410	90,186.55	47.4666	93,794.01	49.3653	97,545.77
OL9.3	46.0634	91,021.24	47.9059	94,662.09	49.8222	98,448.58
OL10.1	46.9089	92,692.00	48.7853	96,399.68	50.7367	100,255.67
OL10.2	47.3316	93,527.25	49.2249	97,268.34	51.1939	101,159.07
OL10.3	47.7546	94,363.04	49.6648	98,137.56	51.6513	102,063.06
OL11.1*	48.5662	95,966.87	50.5089	99,805.55	52.5292	103,797.77
OL11.2*	49.7484	98,302.81	51.7383	102,234.92	53.8079	106,324.32
OL11.3*	50.6468	100,078.08	52.6727	104,081.20	54.7796	108,244.45
OL11.4*	51.6638	102,087.60	53.7303	106,171.11	55.8795	110,417.95
OL12.1*	53.1062	104,937.85	55.2304	109,135.37	57.4397	113,500.78
OL12.2*	54.2645	107,226.61	56.4351	111,515.68	58.6925	115,976.30
OL12.3*	55.2105	109,095.97	57.4189	113,459.81	59.7157	117,998.20
OL12.4*	55.8722	110,403.56	58.1071	114,819.70	60.4314	119,412.49

*Note: Levels OL11 and OL12 only apply to Outdoor Employee Supervisors positions in accordance with clause 51.

Note: Base Wage Annual rates listed above are full time equivalent indicative figures.

54. Daycare Employees Base Wage Schedule

Base Wage schedule as per Clause 16 Wage Increase.

Description	Effective from 1 July 2026		Effective from 1 July 2027		Effective from 1 July 2028	
	Hourly $	Annual $	Hourly $	Annual $	Hourly $	Annual $
DL 1.1	31.1248	61,502.62	32.3698	63,962.73	33.6646	66,521.23
DL1.2	31.5032	62,250.32	32.7633	64,740.34	34.0739	67,329.95
DL1.3	31.7351	62,708.65	33.0046	65,216.99	34.3247	67,825.67
DL 1.4	32.1780	63,583.68	33.4651	66,127.02	34.8037	68,772.10
DL2.1 ≤16yrs	16.3520	32,311.62	17.0061	33,604.08	17.6864	34,948.25
DL2.2 - 17yrs	19.6231	38,775.27	20.4080	40,326.28	21.2244	41,939.33
DL2.3 - 18yrs	24.5288	48,468.95	25.5100	50,407.70	26.5304	52,424.01
DL2.4 - 19yrs	27.7991	54,930.94	28.9110	57,128.18	30.0675	59,413.30
DL2.5 - 20yrs	31.0692	61,392.66	32.3119	63,848.36	33.6044	66,402.30
DL2.6 - 21yrs	31.1248	61,502.62	32.3698	63,962.73	33.6646	66,521.23
DL2.7	31.6509	62,542.18	32.9169	65,043.87	34.2336	67,645.63
DL2.8	32.1780	63,583.68	33.4651	66,127.02	34.8037	68,772.10
DL2.9	32.7049	64,624.89	34.0131	67,209.89	35.3736	69,898.28
DL3.1	34.1588	67,497.75	35.5251	70,197.66	36.9461	73,005.56
DL3.2	35.4231	69,996.06	36.8400	72,795.90	38.3136	75,707.74
DL3.3	36.6238	72,368.70	38.0888	75,263.45	39.6123	78,273.99
DL3.4	37.6147	74,326.56	39.1192	77,299.63	40.6840	80,391.61
DL3.5	38.7949	76,658.69	40.3467	79,725.04	41.9605	82,914.04
DL4.1	40.4174	79,864.75	42.0341	83,059.34	43.7154	86,381.71
DL4.2	41.3655	81,738.27	43.0201	85,007.81	44.7410	88,408.12
DL4.3	41.7240	82,446.57	43.3929	85,744.43	45.1286	89,174.21
DL5.1	42.3983	83,779.09	44.0943	87,130.26	45.8580	90,615.47
DL5.2	43.0511	85,068.90	44.7731	88,471.66	46.5640	92,010.52
DL5.3	43.7046	86,360.36	45.4528	89,814.78	47.2709	93,407.37
DL5.4	43.8733	86,693.56	45.6282	90,161.31	47.4533	93,767.76
DL5.5	49.6260	98,060.96	51.6110	101,983.40	53.6755	106,062.73
DL5.6	50.2793	99,351.87	52.2905	103,325.95	54.3821	107,458.98
DL5.7	50.9326	100,642.78	52.9699	104,668.49	55.0887	108,855.23
DL5.8	52.9344	104,598.47	55.0518	108,782.41	57.2539	113,133.70

Note: Base Wage Annual rates listed above are full time equivalent indicative figures only.

Part I – Shift Work

55. Shift Work

55.1 Definitions

55.1.1 **"Day shift"** means an ordinary hours shift which is not an Afternoon or Night Shift.

55.1.2 **"Afternoon shift"** means any ordinary hour shift finishing after 6pm (or later, where the spread of ordinary hours outlined in clause 22.1.5 as applicable to an Employee is beyond 6pm for example 8pm) and at or before midnight.

55.1.3 **"Night shift"** means any ordinary hour shift finishing after midnight and at or before 6.00am.

55.2 Ordinary Hours for Shift Workers

55.2.1 The ordinary hours of work for Shift Workers shall average 38 per week (inclusive of paid meal breaks) and shall not exceed 152 hours in 28 consecutive days.

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

55.2.3 The ordinary hours of work prescribed herein shall not exceed ten (10) hours of work on any day.

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

55.3 Penalty Rates for Shift Work

55.3.1 The provisions of this clause apply to shift work whether continuous or otherwise unless otherwise provided for in this Agreement.

55.3.2 The City may work any Team or Teams of its workforce on shifts but before doing so shall give 72 hours' notice to the Employees concerned including the intended starting and finishing times of the ordinary working hours of the respective shifts.

55.3.3 Where any particular process is carried out on shifts other than a Day shift, and less than five (5) consecutive afternoon or five (5) consecutive night shifts are worked on that process, then Employees employed on such afternoon or night shifts shall be paid at overtime rates.

55.3.4 Provided that where the ordinary hours of work normally worked in an establishment are worked on less than five (5) days then the provisions of clause 55.3.3 shall be as if four (4) consecutive shifts were substituted for five (5) consecutive shifts.

55.3.5 The sequence of work shall not be deemed to be broken under the preceding paragraph by reason of the fact that work on the process is not carried out on a Saturday or Sunday or any other day that the City observes a shut down for the purpose of allowing a 38-hour week or on any Public Holiday.

55.3.6 Where a shift commences at or after 11.00pm on any day, the whole of that shift shall be deemed, for the purposes of this agreement, to have been worked on the following day.

55.3.7 A Shift Worker when on an Afternoon or Night shift shall be paid, for such shift 15% more than their Base Wage prescribed by this Agreement for ordinary hours.

55.3.8 All work performed by a Shift Worker on a rostered shift when the major portion of such shift falls on a Saturday, Sunday or a Public Holiday, shall be paid for as follows for ordinary hours (rate relative to Base Wage hourly rate):

a) For work on a Saturday: 125% (time and a quarter);

b) For work on a Sunday: 150% (time and a half); and

c) For work on a Public Holiday: 250% (double time and a half).

These rates shall be paid in lieu of the shift allowance prescribed in clause 55.3.7. All penalty rates for Shift work under this clause 55 only apply to applicable ordinary hours (shifts as defined) and not on any overtime hours.

55.3.9 A Continuous Shift Worker who is not required to work on a Public Holiday which falls on their rostered day off shall be allowed a day's leave with pay to be added to their annual leave or taken at some other time if the worker so agrees.

55.4 Additional Annual Leave for Continuous Shift Workers

55.4.1 Continuous Shift Workers will be entitled to additional leave as outlined in clause 30.1.6.

Part J – Declaration & Signatories

56. Signatories

For the City of Albany

Name: Andrew Sharpe

Position: Chief Executive Officer

Address: 102 North Road, Yakamia, WA 6330

Signature:

Date: 8.9.2026

Witness Name: Deborah Waugh

Position: Manager People and Culture

Address: 102 North Road, Albany

Signature:

Date: 8/9/2026

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

Name: Wayne Wood

Position: Secretary

Address: 102 East Parade, East Perth WA 6004

Signature:

Date: 7 September, 2026

Witness Name: Yvonne Klaa

Position: 102 East Parade, East Perth, WA 6004

Address:

Signature:

Date: 7 September, 2026

Local Government, Racing and Cemeteries Employees Union (WA)

LGRCEU

ABN 29 335 501 982

COMMON SEAL

For the Local Government, Racing and Cemetries Employees Union (WA)

Name: Andrew Gerard Jenkinson

Position: General Secretary

Address: Unit 209 / 396 Scarborough Beach Road
Osborne Park, WA 6017

Signature: a. a.

Date: 3rd September 2026

Witness Name: Carolanne Hicks

Position: Clerk

Address: As Above

Signature:

Date: 3/9/26