

# Local Government Officers' (Western Australia) Award 2021

## **PART 1 - APPLICATION AND OPERATION OF AWARD**

### 1. - AWARD TITLE

This award shall be referred to as the Local Government Officers' (Western Australia) Award 2021.

### 2. - ARRANGEMENT

#### **PART 1 – Application and Operation of Award**

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3. - AREA, SCOPE AND OPERATION OF THIS AWARD

- 3.1 This award shall apply throughout the State of Western Australia to all local government authorities and their agencies and their employees whether members of the Union/s or not.
- 3.2 This award shall not apply to employees employed by employers who are national system employers, as defined by the *Fair work Act 2009*.
- 3.3 This award shall come into operation on a date to be specified by the Commission.

4. - DEFINITIONS

- 4.1 Airport Officer shall mean an Officer appointed by the employer whose duties include use of the Reporting Officers Handbook, the care of the employer's Airport facilities and who may also be responsible for the oversight of the use and conduct of the operation of such facilities and associated facilities and installations. Staff supervision may also be a requirement of the position.
- 4.2 Commission shall mean the Western Australian Industrial Relations Commission.
- 4.3 Community Services Officer (Welfare and ancillary services) shall mean a person engaged by a respondent whose role is to encourage, promote or conduct community pursuits and whose aim is the maintenance or improvement of general social and living standards with regard to family support, services, income, welfare, employment, education, health, housing, children, youth, aged and domiciliary services, or who is primarily concerned with the social and living standards in the community and shall include an Assistant Community Services Officer.
- 4.4 Community Services Officer (recreation) shall mean a person engaged by a respondent whose role is to initiate, coordinate, encourage, promote or conduct recreational activities within a community and shall include an assistant in relation to such functions and recreation centre and swimming pool staff. Provided that this definition does not include a person employed in a clerical capacity, for example Cashier/Receptionist in a Recreation/Aquatic Centre.
- 4.5 Community Services Officer (Arts, Theatre and Museum) shall mean a person engaged by a respondent whose role is to raise the community's awareness of existing programmes, exhibitions, events, groups and organisations relative to arts and to encourage a positive and continuing interest in the arts within a community.

An Officer may be a Theatre Manager who is responsible for the supervision of Theatre workers and coordination and promotion of activities of the Theatre or a Museum Supervisor who is responsible for the overall supervision, care and maintenance of an employer's Museum.

- 4.6 Law Enforcement Officer shall mean an employee employed to patrol within the geographical confines of a Local Authority for the purpose of watching, protecting or inspecting all property belonging to the

Local Authority and/or to enforce one or more of the Authority's By-Laws or any Acts of Parliament which that Authority is empowered to enforce.

- 4.7 Local Authority, Authority, Local Government and Employer shall mean a respondent to this award or body to whom the award applies.
- 4.8 Officer or Employee shall mean a person appointed by a Local Authority to one of the classifications in this award, a person engaged by a Local Authority as a Trainee in accordance with Clause 16. – National Training Wage, and any other person appointed by a Local Authority to a non-elective office necessary to the proper carrying out of the power and duties imposed upon the Local Authority by the *Local Government Act 1995*, its successor and/or any other Act.
- 4.9 Service wherever appearing in the award shall, besides actual working service, include time for which the employee is entitled to claim sick pay or time spent on holidays or annual leave as prescribed by this award. 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.
- 4.10 Supervisory Officer shall mean an Officer appointed to supervise and control a section (or sections) of the employer's outside work force and may be required to participate in the preparation of budgets and estimates.
- 4.11 Union(s) shall mean the Western Australian Municipal, Administrative, Clerical and Services Union of Employees and/or the Association of Professional Engineers, Australia (Western Australian Branch) Organisation of Employees.
- 4.12 Week shall mean the maximum 38 averaged ordinary hours or such lesser period of average ordinary hours generally worked by an employee under his/her contract of employment in a seven day period.

#### 5. - MINIMUM ADULT AWARD WAGE

- 5.1 No employee aged 21 or more shall be paid less than the minimum adult award wage unless otherwise provided by this clause.
- 5.2 The minimum adult award wage for full-time employees aged 21 or more working under an award that provides for a 38 hour week is \$819.90 per week.
- The minimum adult award wage for full-time employees aged 21 or more working under awards that provide for other than a 38 hour week is calculated as follows: divide \$819.90 by 38 and multiply by the number of ordinary hours prescribed for a full-time employee under the award.
- The minimum adult award wage is payable on and from the commencement of the first pay period on or after 1 July 2022.
- 5.3 The minimum adult award wage is deemed to include all State Wage order adjustments from State Wage Case decisions.
- 5.4 Unless otherwise provided in this clause adults aged 21 or more employed as casuals, part-time employees or piece workers or employees who are remunerated wholly on the basis of payment by result, shall not be paid less than pro rata the minimum adult award wage according to the hours worked.
- 5.5 Employees under the age of 21 shall be paid no less than the wage determined by applying the percentage prescribed in the junior rates provision in this award (if applicable) to the minimum adult award wage, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the *Minimum Conditions of Employment Act 1993*.
- 5.6 The minimum adult award wage shall not apply to apprentices, employees engaged on traineeships or government approved work placement programs or employed under the Commonwealth Government Supported Wage System or to other categories of employees who by prescription are paid less than the

minimum award rate, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the *Minimum Conditions of Employment Act 1993*.

5.7 Liberty to apply is reserved in relation to any special category of employees not included here or otherwise in relation to the application of the minimum adult award wage.

5.8 Subject to this clause the minimum adult award wage shall –

- (1) Apply to all work in ordinary hours.
- (2) Apply to the calculation of overtime and all other penalty rates, superannuation, payments during any period of paid leave and for all purposes of this award.

5.9 Minimum Adult Award Wage

The rates of pay in this award include the minimum weekly wage for employees aged 21 or more payable under the 2022 State Wage order decision. Any increase arising from the insertion of the minimum wage will be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to enterprise agreements, consent awards or award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset the minimum wage.

5.10 Adult Apprentices

- (1) Notwithstanding the provisions of this clause, the minimum adult apprentice wage for a full-time apprentice aged 21 years or more working under an award that provides for a 38 hour week is \$696.50 per week.
- (2) The minimum adult apprentice wage for a full-time apprentice aged 21 years or more working under an award that provides for other than a 38 hour week is calculated as follows: divide \$696.50 by 38 and multiply by the number of ordinary hours prescribed for a full-time apprentice under the award.
- (3) The minimum adult apprentice wage is payable on and from the commencement of the first pay period on or after 1 July 2022.
- (4) Adult apprentices aged 21 years or more employed on a part-time basis shall not be paid less than pro rata the minimum adult apprentice wage according to the hours worked.
- (5) The rates paid in the paragraphs above to an apprentice 21 years of age or more are payable on superannuation and during any period of paid leave prescribed by this award.
- (6) Where in this award an additional rate is expressed as a percentage, fraction or multiple of the ordinary rate of pay, it shall be calculated upon the rate prescribed in this award for the actual year of apprenticeship.

## 6. - AVAILABILITY OF AWARD

The employer shall make available a copy of this award to any employee on request.

## **PART 2 - AWARD FLEXIBILITY**

### 7. - ENTERPRISE FLEXIBILITY

- 7.1 Where an employer or employees wish to pursue an agreement at the enterprise or workplace about how the award should be varied so as to make the enterprise or workplace operate more efficiently according to its particular needs, the following process shall apply:
- 7.1.1 A consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise or workplace shall be established.
- 7.1.2 For the purpose of the consultative process, the employees may nominate the Union or Unions bound by this award, or other representative, to represent them.
- 7.1.3 Where agreement is reached an application shall be made to the Commission to register the same.

## 8. - FACILITATIVE PROVISIONS

### 8.1 Agreement to vary award provisions

- 8.1.1 This award contains facilitative provisions which allow agreement between an employer and employees on how specific award provisions are to apply at the workplace or section or sections of it. The facilitative provisions are identified in 8.2, 8.3 and 8.4.
- 8.1.2 The specific award provisions establish both the standard award condition and the framework within which agreement can be reached as to how the particular provisions should be applied in practice. Facilitative provisions are not to be used as a device to avoid award obligations nor should they result in unfairness to an employee or employees covered by this award.

### 8.2 By individual agreement

- 8.2.1 The following facilitative provisions can be utilised upon agreement between an employer and an employee provided that the agreement complies with 8.2.2 and 8.2.3:

Subject matter	Clause
Part-time/job sharing	10.1.2(3)
Annual leave loading	13.6.5
Additional weeks leave	13.6.6
Salary sacrifice	13.7
Spread of hours	19.1.1
Extended work cycles/hours of work	19.1.2
Hours of work - Computer Operators/Information Technology Officers	19.6
Alternative working arrangements	19.10
Display of roster	19.11
Shift workers time in lieu for public holidays	21.7
Change in rostered overtime	22.3.1(4)
Time in lieu	22.4.1

Ten hour break	22.5
Agreed allowance in lieu of overtime	22.7
Cash out of leave loading	24.1.3(2)
Taking of leave	24.5

The agreement reached must be recorded in the time and wage record kept by the employer.

8.2.2 If an employee is a member of a Union bound by the award, the employee may be represented by the Union in meeting and conferring with the employer about the implementation of the facilitative provisions.

8.2.3 The Union must be given a reasonable opportunity to participate in negotiations regarding the proposed implementation of a facilitative provision. Union involvement does not mean that the consent of the Union is required prior to the introduction of agreed facilitative arrangements.

### 8.3 Facilitation by majority or individual agreement

8.3.1 Subject to 8.3.2 and 8.3.3, the following facilitative provisions can be utilised upon agreement between the employer and the majority of employees in the workplace or a section or sections of it or, the employer and an individual employee.

Subject matter	Clause
Payment of salaries	13.3.3
Hours of work	19.1.1
Change of roster notice	21.8
Substitution of public holidays	28.4.1

#### 8.3.2 Majority agreement

Where agreement has been reached with the majority of employees in the workplace or a section or sections of it to implement a facilitative provision in 8.3 the employer may not implement that agreement unless:

- (1) it complies with 8.2.1, 8.2.2 and where specified in 8.5; or
- (2) agreement has been reached with each individual employee to be covered by the facilitative provision.

#### 8.3.3 Individual agreement

Where no agreement has been sought by the employer with the majority of employees in accordance with 8.3.2, the employer may seek to reach agreement with individual employees in the workplace, and such agreement will be binding on individual employees provided it complies with 8.2.1 and 8.2.2 and provided that the agreement is only with an individual employee or a number of individuals less than the majority in the workplace or a section or sections of it.

### 8.4 Facilitation by majority agreement

8.4.1 The following facilitative provisions may only be utilised upon agreement between the employer and the majority of employees in the workplace or a section or sections of it.

Subject matter	Clause
Hour shifts	19
Additional rates for ordinary hours of work	20
Period and payment of annual leave	24.1
Christmas closedown	24.6
Public holiday shifts	28.6

Where agreement has been reached with the majority of employees in the workplace, or a section or sections of it, to implement a facilitative provision in 8.4.1, that agreement shall be binding on all such employees, provided the requirements of 8.2.1 and 8.2.2 and where specified in 8.5 have been met.

#### 8.4.2 Additional safeguard

- (1) An additional safeguard applies to:

Subject matter	Clause
Period or payment of wages	13.3
Additional rates for ordinary hours of work	20

- (2) The additional safeguard requires that the Unions which are party to the award and which have members employed at an enterprise covered by the award shall be informed by the employer of the intention to use the facilitative provision and shall be given a reasonable opportunity to participate in the negotiations regarding its use. Union involvement in this process does not mean that the consent of the Union is required prior to the introduction of agreed facilitative arrangements at the enterprise.

#### 8.5 Majority vote at the initiation of the employer

A vote of employees in the workplace, or a section or sections of it, taken in accordance with 8.3 or 8.4, to determine if there is majority employee support for implementation of a facilitative provision, will be of no effect, unless taken with the agreement of the employer.

#### 8.6 Dispute over facilitation

In the event that a dispute or difficulty arises over the implementation or continued operation of a facilitative provision, the matter will be handled in accordance with the dispute resolution procedure in Clause 9. - Disputes Settlement Procedure.

### **PART 3 - CONSULTATION AND DISPUTE RESOLUTION**

#### 9. - DISPUTES SETTLEMENT PROCEDURE

- 9.1 Subject to the provision of the *Industrial Relations Act 1979* any grievance, complaint, claim or dispute, or any matter which is likely to result in a dispute, between a respondent employer and the Union or a respondent employer and his/her employees, shall be settled in accordance with the procedures set out herein.

- 9.2 Where an employee or a group of employees raises the matter, the following steps shall be observed:
- 9.2.1 The employee(s) concerned shall discuss the matter with the immediate supervisor. If the matter cannot be resolved at this level the supervisor shall, within three days, refer the matter to a more Senior Officer nominated by the employer and the employee(s) shall be advised accordingly.
- 9.2.2 The Senior Officer shall, if he/she is able, answer the matter raised within one week of it being referred to him/her and, if he/she is not so able, shall refer the matter to the employer for its attention, and the employee(s) shall be advised accordingly.
- 9.2.3 Role of nominated representative
- (1) If the matter has been referred in accordance with 9.2.2 the employee(s) shall nominate their representative, so that he/she may have the opportunity of discussing the matter with the employer.
  - (2) The employer shall, as soon as practicable after considering the matter before it, advise the employee(s) and the nominated representative of its decision. Provided, that such advice shall be given within five weeks of the matter being referred to the employer.
- 9.2.4 Should the matter remain in dispute after the above processes have been exhausted either party may refer the matter to the Commission for conciliation in the first instance and determination by arbitration if conciliation fails to resolve the dispute.
- 9.3 Settlement of dispute - training leave
- 9.3.1 A Union delegate/shop steward (or other employee workplace representative) shall be entitled to, and the employer shall grant, up to five days' leave each year, non-cumulative, to attend courses conducted by an accredited training provider and, approved by the Union on the following conditions:
- (1) the scope, content and level of the courses are directed to the enhancement of the operation of the settlement of dispute/dispute resolution procedure;
  - (2) reasonable notice (30 days) is given by the Union delegate/shop steward or another workplace representative;
  - (3) the taking of leave is arranged having regard to the operational requirements of the employer;
  - (4) the Union delegate/shop steward or another workplace representative taking such leave shall be paid all ordinary time earnings which normally become due and payable during the period of leave;
  - (5) leave of absence granted pursuant to this clause shall count as service for all purposes of this award.

## **PART 4 - EMPLOYMENT RELATIONSHIP, DUTIES AND RELATED ARRANGEMENTS**

### 10. - CONTRACT OF EMPLOYMENT

#### 10.1 Continuing employment

##### 10.1.1 Full-time

A full-time Officer shall mean an Officer who is engaged to work the standard ordinary hours of an authority in accordance with Clause 19. - Hours.



### 10.1.2 Part-time/job sharing

- (1) A part-time Officer shall mean an Officer who works regularly for less than the standard ordinary hours in any week.
- (2) An Officer so employed shall receive payment for salary, annual leave, sick leave and location allowance as prescribed by this award 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.
- (3) By agreement an employer and employee may vary the agreed hours of work. In the event that an employer seeks to vary the agreed hours of work without the consent of the employee the appropriate notice as prescribed by 10.3.1 hereof shall be given. Provided, however, that the employer and the employee may agree to a lesser period of notice.

## 10.2 Non-continuing employment

### 10.2.1 Casual employment

- (1) A casual Officer shall be paid an hourly rate determined by adding a loading of 20% to the ordinary hourly rate of pay for the classification of work performed in addition to any other penalty rate payable for the hours of work performed.
- (2) A casual Officer shall not be entitled to the benefits of Clause 24. - Annual Leave, Clause 25. - Personal Leave, Clause 27. - Parental Leave and Clause 28. - Public Holidays of this award.
- (3) Where a casual Officer is entitled to the provisions of clause 17.2, such payment shall be made on a pro rata basis.
- (4) Casual Officers shall not be engaged in excess of 36 weeks, unless otherwise agreed between the employer and the Union.
- (5) The services of a casual Officer shall be terminated by one hour's notice given on any day by either side, or by payment, on any day by either side, of one hour's wages in lieu of such notice.

### 10.2.2 Temporary employment

- (1) A temporary appointment shall mean an Officer employed for a specific project or program which the employer indicates at the time of engagement may not be ongoing or an Officer appointed to a position which the employer has reason to believe has a duration of less than twelve months, provided that the employer and the appropriate Union can agree in writing upon an extension beyond the twelve month period.
- (2) The salary to be paid to an Officer employed on the basis of a temporary appointment shall be the appropriate award rate, or in the absence of an award rate, a rate agreed to by the employer and Union.
- (3) An Officer employed on the basis of a temporary appointment shall be advised of his/her period of employment, hours of work salary and classification in writing prior to the commencement of employment.
- (4) This clause does not apply to an Officer who is replacing an Officer on parental leave.
- (5) A temporary Officer may be employed on a part-time basis.

### 10.2.3 Fixed term contracts

- (1) Fixed term contracts shall apply to an Officer who is engaged for a specific project or for a specific period.
- (2) A fixed term contract may have a renewable clause that can be agreed between the parties.
- (3) Prior to a fixed term contract being entered into between an employer and an employee, the employer shall notify in writing the Western Australian Municipal, Administrative, Clerical and Services Union of Employees and where applicable, the Association of Professional Engineers, Australia (Western Australian Branch) Organisation of Employees.

#### 10.2.4 Caring responsibilities

- (1) Subject to the evidentiary and notice requirements in clause 25.5 casual employees are entitled to not be available to attend work, or to leave work if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child, or upon the death in Australia of an immediate family or household member.
- (2) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (3) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

### 10.3 Notice of Termination

10.3.1 Subject to the provisions of the *Local Government Act 1995*, as amended, and the *Health Act 1911*, as amended, the period of notice to be given by the Local Authority to an Officer other than a Casual Officer to terminate the contract of service shall be:

- (1) In the case of a Chief Executive Officer, or an Executive Officer who reports to the Chief Executive Officer; four weeks, or other notice as required by the contract of employment.
- (2) In order to terminate the employment of an employee the employer must give to the employee the period of notice specified in the table below:

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

- (3) In addition to the notice in 10.3.1(2), 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.

- (4) Payment in lieu of the prescribed notice in 10.3.1(1) and 10.3.1(2) must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.
- (5) The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:
  - (a) the employee's ordinary hours of work (even if not standard hours); and
  - (b) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
  - (c) any other amounts payable under the employee's contract of employment.
- (6) The period of notice in this clause does not apply:
  - (a) in the case of dismissal for serious misconduct;
  - (b) to apprentices;
  - (c) to employees engaged for a specific period of time or for a specific task or tasks;
  - (d) 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; or
  - (e) to casual employees.
- (7) Continuous service is defined in 10.7.

#### 10.4 Notice of termination by an employee

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

10.4.2 If an employee fails to give the notice specified in 10.3.1(2) the employer has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under 10.3.1(5).

#### 10.5 Job search entitlement

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

#### 10.6 Transmission of business

Where a business is transmitted from one employer to another, as set out in clause 12.7, 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.

#### 10.7 Continuity of service

Continuous service shall include:

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

#### 11. - APPOINTMENT AND PROBATION

- 11.1 The employer may elect to apply a probationary period of employment in which case the Officer shall be informed prior to engagement. The probationary period will be appropriate to the duties and the responsibilities of the position.
- 11.2 Where the procedures in this clause are to apply to an Officer, the Officer shall be informed in writing prior to engagement. Should the procedures not apply an Officer shall be regarded as confirmed as to the type of employment upon which the Officer was engaged.
- 11.3 During the probationary period, an employer desiring to terminate the services of an Officer shall give to such Officer one week's notice, or in lieu thereof, the employer shall pay to the Officer one week's salary.
- 11.4 After the successful completion of the probationary period the Officer shall be notified in writing that he/she has continuing employment status.

#### 12. - REDUNDANCY

- 12.1 Definitions
  - 12.1.1 Business includes trade, process, business or occupation and includes part of any such business.
  - 12.1.2 Redundancy occurs where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.
  - 12.1.3 Small employer means an employer which employs fewer than 15 employees.
  - 12.1.4 Transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.
  - 12.1.5 Week's pay means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude:
    - (1) overtime;
    - (2) penalty rates;
    - (3) disability allowances;

- (4) shift allowances;
- (5) special rates;
- (6) fares and travelling time allowances;
- (7) bonuses; and
- (8) any other ancillary payments of a like nature.

## 12.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

## 12.3 Severance pay

### 12.3.1 Severance pay

An employee, other than an employee of a small employer as defined in 12.1.3, whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

\*Week's pay is defined in 12.1.5.

### 12.3.2 Severance pay - employees of a small employer

An employee of a small employer as defined in 12.1.3 whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

Period of continuous service	Severance pay
Less than 1 year	Nil

1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and over	8 weeks' pay

\*Week's pay is defined in 12.1.5

12.3.3 Continuity of service shall be calculated in the manner prescribed by clause 10.7.

12.3.4 Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

12.3.5 Application may be made for variation of the severance pay provided for in this clause in a particular redundancy situation in accordance with the Commission's Termination, Change and Redundancy General Order [2005 WAIRC 01715].

#### 12.4 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in clause 10.4. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

#### 12.5 Alternative employment

12.5.1 An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

12.5.2 This provision does not apply in circumstances involving transmission of business as set out in clause 10.6.

#### 12.6 Job search entitlement

12.6.1 During the period of notice of termination given by the employer in accordance with clause 10.5, 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.

12.6.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

12.6.3 The job search entitlements under this subclause apply in lieu of the provisions of clause 10.5

#### 12.7 Transmission of business

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

- (1) Where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee; or

- (2) Where the employee rejects an offer of employment with the transmittee:
  - (a) 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 transmitter; and
  - (b) which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.

12.7.2 The Commission may vary 12.7.1(2) if it is satisfied that this provision would operate unfairly in a particular case.

## 12.8 Employees exempted

This clause does not apply to:

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

## 12.9 Incapacity to pay

The Commission may vary the severance pay prescription on the basis of an employer's incapacity to pay. An application for such variation may be made by an employer or a group of employers.

## 12.10 Redundancy disputes

12.10.1 Subclauses 12.10.2 and 12.10.3 impose additional obligations on an employer where an employer contemplates termination of employment due to redundancy and a dispute arises (a redundancy dispute). These additional obligations do not apply to employers who employ fewer than 15 employees.

12.10.2 Where a redundancy dispute arises, and if it has not already done so, an employer must provide affected employees and the relevant union or unions (if requested by any affected employee) in good time, with relevant information including:

- (1) the reasons for any proposed redundancy;
- (2) the number and categories of workers likely to be affected; and
- (3) the period over which any proposed redundancies are intended to be carried out.

12.10.3 Where a redundancy dispute arises and discussions occur in accordance with this clause the employer will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse affects of any proposed redundancies on the employees concerned.

## PART 5 - SALARIES AND RELATED MATTERS

### 13. - SALARIES - MINIMUM ANNUAL

- 13.1 The minimum annual rate of salary to be paid to Officers shall be in accordance with the rates set out in this clause.
- 13.2 An Officer shall have the right to request a review of his/her classification, grading or salary which he/she considers is incorrect.
- 13.3 Payment of salaries
- 13.3.1 Payment of salaries shall, at the discretion of the employer, be made at least fortnightly.
- 13.3.2 For the purpose of the calculation and payment of salaries, the weekly salary shall be calculated as 1/52nd of an annual salary.
- 13.3.3 Salaries shall be paid into a bank account or any other account, nominated and available to the employee unless such form of payment is impractical. Nothing in this clause shall prevent an employer and an employee from adopting a mutually agreed alternative method of paying salaries each pay period.
- 13.3.4 The employer shall reimburse an Officer for bank charges incurred as a result of his/her salary being paid into a financial institution.
- 13.4 Incremental progression
- 13.4.1 At the conclusion of each twelve month period following appointment to their classification or entry into a classification level, Officers shall be eligible for incremental progression if:
- (1) The Officer has given satisfactory service over the preceding twelve months; and
  - (2) The Officer has acquired and is required by the employer to utilise new and/or enhanced skills within the ambit of the level definition for his/her position or other skills where agreed at the staff development/performance review, and this has been certified in writing following, and as part of, the assessment process.
  - (3) In cases where the review is delayed the anniversary date shall not be changed and the increase, if any, will be paid retrospectively to the anniversary date.
  - (4) Movement to a higher level or classification shall only occur by way of promotion or reclassification.

13.5 General minimum salary scale

The following is the general scale of minimum annual salary rates payable, listed opposite level and the scale numbers referred to elsewhere in this award.

Level	Age	Rate
Level 1	16 years and under	32737
	17 years	34641
	18 years	37399
	19 years	40165



	20 years	42909
	Adult	44907
Level		
Level 2		46299
		47142
		48519
		49848
Level 3		51035
		51801
		52568
		53333
Level 4		54560
		55075
		55806
		56916
Level 5		58270
		59053
		59683
		60728
Level 6		61490
		62764
		63723
		64836
Level 7		65935
		67165
		68183
		68910

Level 8	70214
	71230
	72244
	73263
Level 9	75280
	76449
	77713
	79026

### 13.6 Negotiated salaries

13.6.1 A Senior Officer not covered by 13.5, (including the Chief Executive Officer and other Executive Officers not traditionally covered by the General salary scale), will be entitled to negotiate his/her salary at least once every two years.

13.6.2 The salary negotiated will not be less than it would be if covered by the General minimum salary scale at the time of negotiations, nor will it be less than the following minima:

	Chief Executive Officer	Executive Officer
A	\$60,252	(paid as per general minimum salary scale)
B	\$62,240	(paid as per general minimum salary scale)
C	\$67,839	\$67,839
D	\$73,440	\$73,440

(1) The following examples, being the guide for determining the relevant grade for Local Governments:

- A Shire of Cue
- B Shire of Collie/Town of Bassendean/Shire of Manjimup
- C Cities of Belmont/Bunbury
- D Cities of Rockingham/Bayswater/Gosnells and Larger

13.6.3 The negotiated salary will take into account the range of responsibilities inherent in the position including the size of the organisation as measured by revenue, number of employees, population, or any other relevant factors.

13.6.4 The requirement to attend Council meetings, or work in excess of the standard number of ordinary hours each week, where such Officer is excluded from the provisions of Clause 22. - Overtime of this award may be a consideration.

13.6.5 The annual leave loading specified in clause 24.1.3 may be incorporated into the salary package.

13.6.6 The additional weeks leave specified in clause 24.1.4(1) for Chief Executive Officers, Town or Shire Engineer or Environmental Health Officers may be incorporated into the salary package.

13.6.7 Any requirement to deputise for higher positions and the extent this occurs may also be a consideration.

13.6.8 At the request of the employee, his/her Union or association may participate in salary negotiations.

13.7 Where agreed in writing between the employer and an employee, an employer may introduce remuneration packaging by way of salary sacrifice (including any negotiated salary allowable) and the terms and conditions of such a package shall not, when viewed objectively, be less favourable than the entitlements otherwise available under this award. The employer shall ensure that the structure of any agreed package complies with taxation and other relevant laws. Where an employer has adopted a policy providing a salary sacrifice option to employees, it shall advise new employees to whom this policy applies of their right to seek to negotiate a remuneration package through salary sacrifice.

13.8 Workers eligible for a supported wage

13.8.1 Eligibility criteria

Employees covered by this clause 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 award, because of the effects of a disability on their productive capacity and who met the impairment criteria for receipt of a disability support pension. (This clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any other provision of this award relating to the rehabilitation of employees who are injured in the course of their current employment).

13.8.2 This clause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award. In the context of this clause the following definitions will apply:

- (1) Supported wage system means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability.
- (2) Accredited assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.
- (3) Disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.
- (4) Assessment instrument means the form provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

13.9 Supported wage rates

13.9.1 Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this award for the class of work which a fit person is performing according to the following schedule:

Assessed capacity	% of prescribed award rate
-------------------	----------------------------

10%	10%
-----	-----

20%	20%
-----	-----

30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

13.9.2 Provided that the minimum amount payable shall not be less than \$95 per week.

13.9.3 Where a person's assessed capacity is 10% they shall receive a high degree of assistance and support.

#### 13.10 Assessment of capacity

13.10.1 For the purpose of establishing the percentage of the award rate to be paid to an employee under this award, the productive capacity of the employee will be assessed in accordance with the supported wage system and documents in an assessment instrument by either:

- (1) the employer and a Union party to the award in consultation with the employee or, if desired by any of these;
- (2) the employer and an accredited assessor from a panel agreed by the parties to the award and the employee.

#### 13.11 Lodgement of assessment instrument

13.11.1 All assessment instruments under the conditions of 13.8, including the appropriate percentage of the award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Commission.

13.11.2 All assessment instruments shall be agreed and signed by the parties to the assessment, provided that a Union which is party to the award is able to lodge an objection to the Registrar by certified mail within ten working days.

#### 13.12 Review of assessment

The assessment of the application percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the supported wage system.

#### 13.13 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same paid terms and conditions of employment as all other workers covered by this award paid on a pro rata basis.

#### 13.14 Workplace adjustment

An employer wishing to employ a person under the provisions of 13.8 shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

#### 13.15 Trial period

- 13.15.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of the clause for a trial period not exceeding twelve weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- 13.15.2 During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
- 13.15.3 The minimum amount payable to the employee during the trial period shall be no less than \$95 per week.
- 13.15.4 Work trials should include reduction or training as appropriate to the job being trialled.
- 13.15.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under Assessment of capacity.

#### 14. - RELIEVING AND HIGHER DUTIES

- 14.1 An Officer who is directed to perform the duties applicable to a higher graded position for a continuous period of not less than five working days and satisfactorily carries out the duties and responsibilities applicable at the time the relief is performed, shall be paid the minimum salary of the higher graded position during the whole time of performing such duties.
- 14.2 If an Officer is directed to perform the duties applicable to the higher graded position on any subsequent occasion within twelve months, the Officer shall only have to perform those duties for one working day or more in order to become entitled to the minimum salary of the higher graded position. Provided that this paragraph shall not apply to an Assistant Town or Shire Chief Executive Officer, an Assistant Engineer, or a Deputy City, Town or Shire Engineer or to any other Officer who in accordance with this award has negotiated a salary which takes into consideration the need to deputise.
- 14.3 An Officer who is required to carry out part only of the duties of the higher position shall be paid at a rate as agreed between the Officer and the employer.
- 14.4 Higher duties and leave
- Where an Officer, whilst acting in a higher classification position and in receipt of higher classification pay commences annual or sick leave, the Officer shall receive any payment to which he is entitled pursuant to this award at the higher classification rate if the Officer has been engaged on the higher duties continuously for three calendar months or more immediately preceding the taking of annual or sick leave.
- 14.5 Higher duties and overtime
- When an Officer, whilst acting in a higher classification position and in receipt of any higher classification pay pursuant to this clause, performs such higher classification work outside his/her ordinary working hours, he/she shall receive any overtime payment to which he/she is entitled pursuant to this award, based on the higher classification rate.
- 14.6 Higher duties and appointment
- An Officer, who is required to carry out the duties of a higher classification for a continuous period in excess of twelve months, shall be permanently appointed to that position. Provided this may be extended by agreement between the parties.

#### 15. - CLASSIFICATION/RECLASSIFICATION OF POSITIONS

- 15.1 Positions will be classified in accordance with the level definitions provided for in this award.
- 15.2 Job descriptions shall be used as the primary source of classifying positions. The position shall be evaluated and considered against the classification definitions.
- 15.3 Any party may make a written request for a position reclassification on an annual basis or at the time of the Staff development review. Provided that where there are deemed to be exceptional circumstances an application may be lodged at any time. Should an Officer be successful in his/her position being reclassified the date of effect shall be the date of lodgement of the application.
- 15.4 The grounds for which a request for review may be made are, having regard to the classification definitions as specified in the Second Schedule as follows:
- 15.4.1 significant and identifiable changes in the nature and work value of the duties performed;
- 15.4.2 significant increases in responsibilities;
- 15.4.3 significant change in the skills, knowledge and experience required to undertake the duties.
- 15.5 Within four weeks of receipt of the application, the employer shall supply the applicant with a written response detailing the outcome of the application.
- 15.6 The applicant may request a Union or other representative to be party to any discussions.
- 15.7 On initial appointment of an Officer, the employer shall give consideration to an Officer's previous relevant experience in order to ascertain the appropriate salary point for the position.
- 15.8 Classification structure definitions
- 15.8.1 LEVEL 1
- 15.8.1 (1) Characteristics of the level
- (a) This level is an introductory level for employees with no previous experience in the position to be filled.
- (b) At this level, Officers work under close direction and undertake routine activities that require the practical application of basic skills and techniques in a support role.
- (c) General features at this level consist of performing clearly defined activities. Officers' duties at this level will be closely monitored with instruction and assistance always available.
- (d) Freedom to act is limited by standards and procedures.
- (e) Positions at this level will involve Officers in extensive on the job training including familiarisation with the goals and objectives of the work section.
- (f) Age from fifteen to twenty and to include any special circumstances.
- (g) The entry point for adults with minimal skills or knowledge in Local Government or minimal relevant experience will be Level 1 Step 6. Progression to Level 2 for such Officers will be automatic on the completion of twelve months satisfactory service.
- (h) Supervision of other staff is not a feature at this level.
- 15.8.1 (2) Requirements of the job

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

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

15.8.1 (3) 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:

- (a) undertake routine activities;
- (b) become familiar with established practices and procedures;
- (c) learn basic interpersonal skills.

15.8.1 (4) Organisational relationships

Employees at this level:

- (a) work under direct supervision.

15.8.1 (5) Extent of authority

The extent of authority for an employee at this level includes:

- (a) work outcomes are closely monitored;
- (b) freedom to act is limited by work practices relevant to the area, and to specific instructions;
- (c) assistance readily available when problems arise;
- (d) no scope for interpretation.

15.8.2 LEVEL 2

15.8.2 (1) Characteristics of the level

- (a) At this level, Officers work under close direction and undertake routine activities that require the practical application of basic skills and techniques.
- (b) General features at this level consist of performing clearly defined activities with outcomes being readily attainable and clearly defined. Officers' duties at this level will be closely monitored with instruction and assistance being readily available.

- (c) Freedom to act is limited by standards and procedures. However, with experience, Officers at this level may have sufficient freedom to exercise judgement in the planning of their own work within those confines.
- (d) Positions initially at this level will involve Officers in extensive on the job training including familiarisation with the goals and objectives of the work section.
- (e) Officers will be responsible for the timeliness of their work and required to use basic numeracy, written and verbal communication skills.
- (f) Supervision of other staff is not a feature at this level.

15.8.2 (2) Requirements of the job

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

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

15.8.2 (3) 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:

- (a) undertake routine activities of a support nature;
- (b) undertake straightforward operation of equipment relevant to department/section;
- (c) provide routine information to other departments and public;
- (d) apply established practices and procedures;
- (e) perform general duties.

15.8.2 (4) Organisational relationships

Employees at this level:

- (a) work under direct supervision.

15.8.2 (5) Extent of authority

The extent of authority for an employee at this level includes:



- (a) work outcomes are regularly monitored;
- (b) freedom to act is limited by standards and procedures;
- (c) solutions to problems are found in established procedures and instructions; assistance is readily available.

### 15.8.3 LEVEL 3

#### 15.8.3 (1) Characteristics of the level

- (a) At this level, Officers work under regular direction within clearly defined guidelines and undertake a range of activities requiring the application of acquired skills and knowledge.
- (b) 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. Officers 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, Officers may be required to assist Senior Officers with specific projects.
- (c) Officers will be expected to have an understanding of work procedures relevant to their work area and may provide assistance to lower Classified Officers concerning established procedures. In addition Officers at this level may be required to assist in establishing procedures to meet the objectives of a minor function.
- (d) Officers will be responsible for managing time, planning and organising their own work and may be required to oversight and/or guide the work of a limited number of lower Classified Officers.
- (e) Officers at this level could be required to resolve minor work procedural issues in the relevant work area within established constraints.
- (f) 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.

#### 15.8.3 (2) Requirements of the job

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

- (a) developing skills in oral, written and interpersonal communication with clients and other members of the public;
- (b) knowledge of established work practices and procedures relevant to the work area;
- (c) knowledge of policies, regulations and statutory requirements relating to the work area;
- (d) understanding of clear but complex rules;
- (e) application of techniques relevant to the work area;
- (f) no formal qualifications required;

or

(g) appropriate post-trade certificate relevant to the work area;

or

(h) entry point for three year degree/Associate Diploma/appropriate certificate without experience;

or

(i) will have attained through previous appointments or service an equivalent level of expertise and experience to undertake the range of activities required;

or

(j) appropriate on the job training and relevant experience.

### 15.8.3 (3) 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:

(a) 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;

(b) achieve outcomes that are clearly defined;

(c) operate general workplace equipment, initiate corrective action at an elementary level;

(d) operate and be conversant with relevant workplace equipment and utilise the functions of those systems and be proficient in their use;

(e) provide support requiring the exercise of sound judgement, initiative, confidentiality and sensitivity in the performance of work;

(f) perform tasks of a sensitive nature including the provision of more than routine information, the receiving and accounting for monies and assistance to client/ratepayers;

(g) provide para professional support to qualified Officers;

(h) oversight the work of unqualified staff and/or take charge of a minor function within the Local Government;

(i) undertake routine inspectorial duties involving the enforcement of general by-laws/regulations, assist Senior Officers with special projects;

(j) exercise operational responsibility for a single purpose complex;

(k) perform tasks requiring knowledge of established work practices and procedures relevant to the work area;

(l) where prime responsibility is to supervise outside employees:

(i) plan and coordinate the activities of employees within a single works function of Local Government;

- (ii) supervise the day-to-day operation of a minor works project;
- (iii) responsible for a minor works project/programme;
- (m) where prime responsibility lies in a technical field:
  - (i) apply established practices and procedures in the conduct of a range of technical activities including the fields of construction, engineering, survey and horticulture;
  - (ii) responsible for a minor project.

15.8.3 (4) Organisational relationships

Employees at this level:

- (a) where relevant, supervise minor works programmes/projects;
- (b) work under regular supervision;
- (c) oversee and guide a limited number of lower Classified Officers.

15.8.3 (5) Extent of authority

The extent of authority for an employee at this level includes:

- (a) work outcomes are monitored;
- (b) freedom to act within established guidelines;
- (c) solutions to problems requiring the exercise of limited judgement, with guidance to be found in procedures, precedents, guidelines. Assistance available when problems occur.

15.8.4 LEVEL 4

15.8.4 (1) Characteristics of the level

- (a) At this level Officers 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 the direct supervision of a Senior Officer.
- (b) 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 Officers. Officers may receive instruction on the broader aspects of the work. In addition, Officers may provide assistance to lower classified employees.
- (c) Positions at this level allow Officers the scope for exercising initiatives in the application of established work procedures.
- (d) At this level Officers may be required to supervise. Officers with supervisory responsibilities may undertake some complex operational work and may undertake planning and coordination of activities within the work area.

- (e) Officers will be responsible for managing and planning their own work and that of subordinate staff and may be required to deal with formal disciplinary issues within the work area.
- (f) Supervisors should have a basic knowledge of the principles of human resource management and be able to assist subordinate staff with on-the-job training.
- (g) 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.
- (h) Officers 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.

15.8.4 (2) Requirements of the job

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

- (a) thorough knowledge of work activities performed within the work area;
  - (b) sound knowledge of procedural/operational methods of the work area;
  - (c) may utilise professional, specialised or technical knowledge;
  - (d) working knowledge of statutory requirements relevant to the work area;
  - (e) ability to apply computing concepts;
  - (f) entry level for four year degree in the relevant discipline;
- or
- (g) entry level for three year degree plus Graduate Diploma in the relevant discipline;
- or
- (h) Associate Diploma with experience;
- or
- (i) Three year degree plus one year professional experience in the relevant discipline;
- or
- (j) appropriate certificate with relevant experience;
- or
- (k) attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required.

15.8.4 (3) 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:

- (a) undertake responsibility for various activities in a specialised area and/or components of the works programme;
- (b) exercise responsibility for a function within the work area;
- (c) 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 Officer;
- (d) supervise the work of other para professional staff;
- (e) regularly undertake general inspections to enforce compliance with various Acts, Regulations, Local Laws and Policies;
- (f) advise landholders/local authorities/government Officers on eradication/control techniques and measures and inform them of their obligations under the relevant legislation;
- (g) provide advice on requirements for compliance with the relevant Acts, Codes, Regulations, Standards, Local Laws and Council policies. Undertake inspections;
- (h) undertake minor development assessment duties;
- (i) exercise operational responsibility for a multi purpose complex;
- (j) coordinate elementary community service programmes or a single programme at a more complex level;
- (k) plan and coordinate elementary community based projects/programmes;
- (l) perform moderately complex functions including social planning, demographic analysis, survey design and analysis;
- (m) provide support requiring a high degree of judgement, initiative, confidentiality and sensitivity in the performance of work;
- (n) proficient in the operation of equipment to enable modification or correction of and/or the identification of operational problems;
- (o) where prime responsibility lies in a professional field, Officers at this level would undertake at least some of the following:
  - (i) undertake some minor phase of a broad or more complex assignment;
  - (ii) provide assistance to Senior Officers;
  - (iii) perform duties of a specialised nature;
- (p) where the prime responsibility is to supervise the work of outside employees, supervision may extend to several elements of the work:
  - (i) plan and coordinate minor works;
  - (ii) exercise responsibility for a number of minor works and determine objectives for the functions under their control;

- (q) where the prime responsibility lies in a technical field, Officers at this level:
  - (i) perform moderately complex functions in various fields including construction, engineering surveying and horticulture;
  - (ii) assist and review work done by subordinate Officers.

15.8.4 (4) Organisational relationships

Employees at this level:

- (a) work under direct supervision at graduate level;
- (b) work under general supervision;
- (c) supervise other employees;
- (d) operate as a member of a professional team.

15.8.4 (5) Extent of authority

The extent of authority for an employee at this level includes:

- (a) setting outcomes/objectives for specific projects;
- (b) graduates receiving instructions on the broader aspects of the work;
- (c) freedom to act within defined established practices;
- (d) problem solving by reference to procedures, documented methods and instructions. Assistance is available when problems occur.

15.8.5 LEVEL 5

15.8.5 (1) Characteristics of the level

- (a) At this level, Officers 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.
- (b) General features at this level require the application of knowledge and skills which are gained through qualifications and/or previous experience in the discipline. Officers will be expected to contribute knowledge in establishing procedures in the appropriate work related field. In addition Officers at this level may be required to supervise various functions within a work area or activities of a complex nature.
- (c) Positions may involve a range of work functions that could contain a substantial component of supervision or require Officers to provide specialist expertise/advice in their relevant discipline.
- (d) 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.
- (e) Officers require skills in managing time, setting priorities, planning and organising own work and that of subordinate staff, where supervision is a component of the position, to achieve specific objectives.

- (f) Officers will be expected to set outcomes and further develop work methods where general work procedures are not defined.

15.8.5 (2) Requirements of the job

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

- (a) knowledge of statutory requirements relevant to work area;
- (b) knowledge of section procedures, policies and activities;
- (c) sound discipline knowledge gained through previous experience, training or education;
- (d) knowledge of the role of departments within the Local Government and/or service functions;
- (e) specialists require an understanding of the underlying principles in the relevant disciplines;
- (f) relevant four year degree with two years relevant experience or three year degree with three years of relevant experience;

or

- (g) Associate Diploma with relevant experience;

or

- (h) lesser formal qualifications with substantial years of relevant experience;

or

- (i) attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required.

15.8.5 (3) 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:

- (a) undertake activities that may require the Officer to exercise judgement and/or contribute critical knowledge and skills where procedures are not clearly defined;
- (b) exercise responsibility for various functions within the work area;
- (c) identification of specific or desired performance outcomes;
- (d) contribute to interpretation and administration of matters for which there are no clearly established procedures;
- (e) provide support of a complex nature to Senior Officers;
- (f) ensure plans, permits, applications comply with appropriate legislation;
- (g) manage a multi purpose complex;

- (h) undertake a wide range of activities associated with programme, activity or service delivery;
- (i) where the prime responsibility lies in a professional field, Officers at this level, would undertake at least some of the following:
  - (i) liaise with other professionals at a technical level;
  - (ii) discuss techniques, procedures and/or results with clients on straight forward matters;
  - (iii) lead a team. within a discipline related project and/or a works programme;
  - (iv) provide a reference, research, and/or technical information service including the facility to understand and develop technologically based systems;
  - (v) carry out a variety of activities requiring initiative and judgement in the selection and application of established principles, techniques and methods;
  - (vi) perform a range of planning functions exercising knowledge of statutory and legal requirements;
  - (vii) assist Senior Officers with the planning and coordination of a community programme of a complex nature;
  - (viii) undertake duties in the relevant disciplines utilising knowledge of procedures and statutory requirements relevant to the work area;
- (j) where the prime responsibility is to supervise the work of outside employees, Officers at this level:
  - (i) exercise responsibility for work groups including the completion of work assignments, standards of work quality and/or compliance with regulations, codes and specifications;
  - (ii) assist Senior Officers with the establishment of work programmes of a complex nature;
  - (iii) be responsible for part of the works programme budget;
- (k) where the prime responsibility lies in a technical field, Officers at this level:
  - (i) undertake projects which impact on the sections and/or departments programmes;
  - (ii) 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.

15.8.5 (4) Organisational relationships

Employees at this level:

- (a) work under general direction;
- (b) supervise subordinate staff/contractors or works in a specialised field.



15.8.5 (5) Extent of authority

The extent of authority for an employee at this level includes:

- (a) a requirement to set outcomes within defined constraints;
- (b) a requirement to provide specialist technical professional advice;
- (c) freedom to act, governed by clear objectives and/or budget constraints;
- (d) solutions to problems generally being found in precedents, guidelines or instructions. Assistance is usually available.

15.8.6 LEVEL 6

15.8.6 (1) Characteristics of the level

- (a) At this level Officers are subject to general direction from Senior Officers. Officers 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.
- (b) Officers adhere to established work practices. However, they may be required to exercise initiative and judgement where practices and direction are not clearly defined.
- (c) General features at this level indicate the involvement in establishing sectional/departmental programmes and procedures. Positions will include a range of work functions and may involve the supervision of a section or in the case of small Local Governments a department. Work may span more than one discipline. In addition, Officers at this level may be required to assist in the preparation of or prepare the departmental budget. Officers at this level will be required to provide expert advice to lower Classified Officers.
- (d) Positions at this level demand the application of knowledge that is gained through qualifications and/or previous experience in the discipline. In addition, Officers will be required to set priorities and monitor workflows in their area of responsibility (may include establishing work programmes in small Local Governments).
- (e) Officers are required to set project priorities, plan and organise their own work and that of subordinate staff and establish the most appropriate operational methods for the section/department. In addition, interpersonal skills are required to gain the cooperation of clients and staff.
- (f) Officers 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.

15.8.6 (2) Requirements of the job

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

- (a) knowledge of departmental programmes, policies and activities;
- (b) sound discipline knowledge gained through experience;
- (c) sound knowledge of the role of the employer's structure and service;

- (d) relevant degree with relevant experience;
- or
- (e) Associate Diploma with substantial experience;
- or
- (f) less formal qualifications with specialised skills sufficient to perform at this level;
- or
- (g) attained through previous appointments, service and/or study an equivalent level of experience and expertise to undertake the range of activities required.

15.8.6 (3) 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:

- (a) responsible for a range of functions within the section and/or department requiring a high level of knowledge and skills;
- (b) undertake responsibility for a moderately complex project;
- (c) undertake a minor phase of a broader or more complex professional assignment;
- (d) assist with the preparation or prepare departmental or section budgets;
- (e) set priorities and monitor workflow in areas of responsibility;
- (f) provide expert advice to lower Classified Officers;
- (g) exercise judgement and initiative where procedures not clearly defined;
- (h) operate as a specialist Officer in the relevant discipline where decisions made and taken rest with the Officer with no reference to a Senior Officer;
- (i) plan, coordinate and administer the operation of a multi-purpose complex including financial management and reporting;
- (j) 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;
- (k) understanding all areas of equipment operation to enable the provision of advice and assistance when non-standard procedures/processes are required;
- (l) 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;
- (m) where the prime responsibility lies in a professional field, Officers at this level, would undertake at least some of the following:

- (i) under general direction undertake tasks of a specialised and/or detailed nature;
  - (ii) provide reports on progress of project activities including recommendations;
  - (iii) exercise professional judgement within prescribed areas that may include supervision of the function;
  - (iv) carry out planning studies for particular projects including aspects of design, formulation of policy, implementation procedures and presentation;
  - (v) exercise a high level of interpersonal skills in dealing with the public and other organisations;
  - (vi) plan, develop and operate a community service programme of a moderately complex nature;
  - (vii) exercise responsibilities for various functions within a work area including compliance with regulations, codes and procedures;
- (n) where prime responsibility is to supervise outside employees, Officers at this level:
- (i) exercise operational responsibility for works programmes;
  - (ii) exercise judgement and initiative where procedures not clearly defined;
  - (iii) establish work programmes in small Local Government;
- (o) where prime responsibility lies in a technical field:
- (i) leads teams on moderately complex technical projects;
  - (ii) exercise significant initiative and judgement in the selection and application of established principles, techniques;
  - (iii) supervise the work of other staff;
  - (iv) provide reports to management and/or recommendations on technical suitability of equipment procedures, processes and results.

15.8.6 (4) Organisational relationships

Employees at this level:

- (a) work under general direction;
- (b) supervise other Officers.

15.8.6 (5) Extent of authority

The extent of authority for an employee at this level includes:

- (a) exercising a degree of autonomy;
- (b) controlling projects and/or programmes;

- (c) setting outcomes for subordinates;
- (d) establishing priorities and monitor workflow in areas of responsibility;
- (e) solutions to problems generally being found in documented techniques, precedents and guidelines or instructions. Assistance is available when required.

#### 15.8.7 LEVEL 7

##### 15.8.7 (1) Characteristics of the level

- (a) At this level, Officers operate under limited direction from Senior Officer(s) and undertake a range of functions for which operational policies, practices and guidelines may need to be developed.
- (b) General features at this level allow Officers the scope to influence the operational activities of the section, department and/or Local Government. Officers at this level will be expected to contribute to the management of the section and/or department, assist/prepare budgets, establish procedures and work practices. In addition, Officers at this level will be required to provide expert advice to lower Classified Officers.
- (c) Positions at this level may be required to have responsibility for decision making in their particular work area and the provision of expert advice. Officers will be required to provide consultation and assistance relevant to the work section and/or department. Officers 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.
- (d) Officers may exercise managerial responsibility for a work area, a large work programme, work independantly as specialists or may be a Senior member of a single discipline project team. or provide specialist support to a range of programmes/activities.
- (e) Impact of activities undertaken or achievement of stated outcomes/objectives for the work area may identify positions at this level.
- (f) 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 staff. Understand and implement effective human resource management practices.

##### 15.8.7 (2) Requirements of the job

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

- (a) discipline/specialist skills and/or supervision/management abilities exercised within a multi disciplinary or major single function operation;
- (b) discipline knowledge gained through experience, training or education;
- (c) appreciation of the long term goals of the organisation;
- (d) detailed knowledge of programme activities and work practices relevant to the work area;
- (e) knowledge of organisation structures or functions;

- (f) comprehensive knowledge of the employer's policies relevant to the section/department;
- (g) comprehensive knowledge of statutory requirements relevant to the discipline;
- (h) Degree with substantial experience;
- or
- (i) Associate Diploma with substantial experience;
- or
- (j) lesser formal qualifications with a combination of experience, expertise and competence sufficient to perform the duties required at this level.

15.8.7 (3) 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:

- (a) undertake significant projects and/or functions involving the use of analytical skills;
- (b) provide advice on matters of complexity within the work area and/or discipline;
- (c) undertake a range of duties within the work area, including problem definition, planning and the exercise of judgement;
- (d) provide advice on policy matters and contribute to their development;
- (e) negotiate on matters of significance within the section and/or department, with other bodies and/or members of the public;
- (f) control and coordinate a work area within budgetary constraints;
- (g) exercise a degree of autonomy, within budgetary constraints, in establishing the operation of the work area;
- (h) undertake duties that involve more than one discipline;
- (i) provide a consultancy service for a range of activities;
- (j) where prime responsibility lies in a professional field an Officer at this level, would undertake at least some of the following:
  - (i) provide support to a range of activities or programmes;
  - (ii) control and coordinate projects;
  - (iii) contribute to the development of new procedures and methodology;
  - (iv) provide expert advice/assistance relevant to the discipline;
  - (v) supervise/manage the operation of a work area;
  - (vi) supervise on occasions other professional staff within the discipline;
  - (vii) provide consultancy services for a range of activities;

- (k) where prime responsibility is to supervise outside staff, Officers at this level:
  - (i) control and coordinate the works programme within budgetary constraints;
  - (ii) supervise large outside work force and/or contractors;
  - (iii) exercise a degree of autonomy, within budgetary constraints, in establishing works programmes;
- (l) where the prime responsibility is in a technical field, Officers at this level:
  - (i) undertake duties that involve more than one discipline;
  - (ii) contribute to the development of new techniques and methodology;
  - (iii) provide a consultancy service for a range of activities.

15.8.7 (4) Organisational relationships

Employees at this level:

- (a) work under limited direction;
- (b) supervise staff;
- (c) supervise employees and/or contractors.

15.8.7 (5) Extent of authority

The extent of authority for an employee at this level includes:

- (a) possible management of a work area;
- (b) exercising a degree of autonomy (advice available on complex or unusual matters);
- (c) managing significant projects and/or functions and/or works programmes.

15.8.8 LEVEL 8

15.8.8 (1) Characteristics of the level

- (a) At this level, Officers 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 independantly.
- (b) General features at this level require Officers' involvement in establishing operational procedures which impact on activities undertaken and outcomes achieved by the employer and/or activities undertaken by sections of the community served by the Local Government. Officers will also be required to monitor policies and activities within the work area.
- (c) Officers 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 Officers, sections and/or departments.

- (d) Positions at this level will demand responsibility for decision making and the provision of expert advice to other areas of the Local Government. Officers would be expected to undertake the control and coordination of a section, department and/or significant work area. Officers require a good understanding of the long-term goals of the employer.
- (e) 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.
- (f) The management of staff is normally a feature at this level and Officers are responsible for a significant work area. Officers are required to set outcomes in relation to their section and/or function and may be required to negotiate matters on behalf of the work area.

15.8.8 (2) Requirements of the job

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

- (a) comprehensive knowledge of the employer's policies and procedures;
  - (b) application of a high level of discipline knowledge;
  - (c) 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
- (d) lesser formal qualifications with acquisition of considerable skills and extensive relevant experience to an equivalent standard;
- or
- (e) a combination of experience, expertise and competence sufficient to perform the duties required at this level.

15.8.8 (3) 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:

- (a) undertake managerial or specialised functions under a wide range of conditions to achieve results in line with divisional/corporate goals;
- (b) 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;
- (c) develop work practices and procedures for various projects;
- (d) establish work area outcomes;
- (e) prepare budget submissions for Senior Officers and/or the employer;
- (f) develop and implement significant operational procedures;
- (g) review operations to determine their effectiveness;

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

15.8.8 (4) Organisational relationships

Employees at this level:

- (a) work under limited direction;
- (b) normally supervise other employees and establish and monitor work outcomes.

15.8.8 (5) Extent of authority

The extent of authority for an employee at this level includes:

- (a) managing a work area of the Local Government or works programmes;
- (b) exercising significant delegated authority;
- (c) decisions and actions taken at this level having significant effect on programme/projects/work areas being managed.

15.8.9 LEVEL 9

15.8.9 (1) Characteristics of the level

- (a) At this level, Officers are subject to broad direction from Senior Officers and exercise managerial responsibility for a department/Local Government's relevant activity. In addition, Officers may operate as a Senior specialist providing multi-functional advice to either various departments or directly to the employer.
- (b) General features of this level require the Officers' involvement in the initiation and formulation of extensive projects/programmes that impact on the



employer's goals and objectives. Officers are involved in the identification of current and future options and the development of strategies to achieve desired outcomes.

- (c) Additional features include providing financial, specialised, technical and professional and/or administrative advice on policy matters within the department and/or the Local Government.
- (d) In addition Officers will be required to develop and implement techniques, work practices and procedures in all facets of the work area to achieve corporate goals.
- (e) Officers 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.
- (f) Positions at this level will demand responsibility for decision making within the constraints of divisional/corporate policy and require the Officer to provide advice and support to other areas of the Local Government. Officers 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.
- (g) Positions at this level may be identified by the significant independence of action within the constraints of departmental or corporate policy.

#### 15.8.9 (2) Requirements of the job

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

- (a) detailed knowledge of the employer's policy, programmes and the procedures and practices;
- (b) high level of discipline knowledge;
- (c) detailed knowledge of statutory requirements;
- (d) 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
- (e) lesser formal qualifications together with the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard;  
or
- (f) a combination of experience, expertise and competence sufficient to perform the duties of the position.

#### 15.8.9 (3) 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:

- (a) undertake work of significant scope and/or complexity. Major portion of the work requires initiative;

- (b) undertake duties of innovative, novel and/or critical nature with little or no professional direction;
- (c) 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;
- (d) provide specialist advice on policy matters and contribute to the development/review of policies;
- (e) manage extensive projects/programmes in accordance with departmental/corporate goals. This may require the development, implementation and evaluation of those goals;
- (f) administer complex policy and programme matters;
- (g) offer consultancy service;
- (h) 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;
- (i) where the prime responsibility is in a professional Field Officers at this level, would undertake at least some of the following:
  - (i) contribute to the development of operational policy;
  - (ii) assess and review the standards and work of other professional personnel/external consultants;
  - (iii) initiate and formulate departmental/Local Government programmes;
  - (iv) implement the employer's objectives within corporate goals;
  - (v) develop and recommend on-going plans and programmes for department/Local Government;
  - (vi) ensure the outcome of work of significant scope and/or complexity;
- (j) where prime responsibility is in the supervision of outside employees, Officers at this level:
  - (i) establish, control and organise ongoing plans and programmes for department/Local Government;
  - (ii) administer complex policy and works programme matters;
- (k) where prime responsibility lies in the technical field, Officers at this level:
  - (i) conduct technical support programmes and sub-programmes within the framework of the employer's operating programme;
  - (ii) offer consultancy service;
  - (iii) demonstrate a capacity for ongoing evaluation and the development/revision of methodology/techniques and/or the application of a high level of analytical skills in the attainment and satisfying of technical objectives.

Employees at this level:

- (a) work under broad direction.

15.8.9 (5) Extent of authority

The extent of authority for an employee at this level includes:

- (a) managing a work area of the Local Government at a higher level of ability;
- (b) authority to implement and initiate change in area of responsibility within organisational goals and constraints;
- (c) exercising control of organisational elements, being accountable for the quality, effectiveness, cost and timeliness of programmes/projects under his/her control;
- (d) solutions to problems requiring analytical approaches and elements of development and creativity within the scope of divisional/corporate policies. Methods, procedures and processes are less well defined and Officers are expected to contribute to their development and adaptation.

#### 16. - NATIONAL TRAINING WAGE

The minimum rates of pay and conditions of employment applicable to Trainees shall be in accordance with Schedule E – National Training Wage as provided in the Modern *Local Government Industry Award 2010* as amended from time to time.

#### 17. - ALLOWANCES

17.1 First aid allowance

An Officer who has been trained to render first aid and who is a current holder of proper first aid qualifications, such as certificate from the St John Ambulance, shall be paid an allowance of \$475.24 per annum if he/she is appointed by the employer to perform first aid duties.

17.2 Location allowance

17.2.1 Subject to the provisions of this clause, in addition to the rates prescribed in the wages clause of this award, an employee shall be paid the following weekly allowances when employed in the towns prescribed hereunder. Provided that where the wages are prescribed as fortnightly rates of pay, these allowances shall be shown as fortnightly allowances.

<u>TOWN</u>	<u>PER WEEK</u>
Agnew	\$23.60
Argyle	\$63.50
Balladonia	\$24.60
Barrow Island	\$41.30
Boulder	\$10.10
Broome	\$38.10

Bullfinch	\$11.00
Carnarvon	\$19.50
Cockatoo Island	\$41.70
Coolgardie	\$10.10
Cue	\$24.30
Dampier	\$33.20
Denham	\$19.50
Derby	\$39.50
Esperance	\$6.80
Eucla	\$26.50
Exmouth	\$34.90
Fitzroy Crossing	\$48.10
Halls Creek	\$55.70
Kalbarri	\$8.50
Kalgoorlie	\$10.10
Kambalda	\$10.10
Karratha	\$39.90
Koolan Island	\$41.70
Koolyanobbing	\$11.00
Kununurra	\$63.50
Laverton	\$24.20
Learmonth	\$34.90
Leinster	\$23.60
Leonora	\$24.20
Madura	\$25.60
Marble Bar	\$61.70
Meekatharra	\$21.00
Mount Magnet	\$26.30
Mundrabilla	\$26.10
Newman	\$22.70
Norseman	\$21.00
Nullagine	\$61.60

Onslow	\$41.30
Pannawonica	\$30.90
Paraburdoo	\$30.70
Port Hedland	\$33.00
Ravensthorpe	\$12.40
Roebourne	\$46.00
Sandstone	\$23.60
Shark Bay	\$19.50
Southern Cross	\$11.00
Telfer	\$56.60
Teutonic Bore	\$23.60
Tom Price	\$30.70
Whim Creek	\$39.50
Wickham	\$38.10
Wiluna	\$23.80
Wyndham	\$59.40

17.2.2 Except as provided in subclause 17.2.3, an employee who has:

- (1) a dependant shall be paid double the allowance prescribed in subclause 17.2.1;
- (2) a partial dependant shall be paid the allowance prescribed in subclause 17.2.1 plus the difference between that rate and the amount such partial dependant is receiving by way of a district or location allowance.

17.2.3 Where an employee:

- (1) is provided with board and lodging by their employer, free of charge; or
- (2) is provided with an allowance in lieu of board and lodging by virtue of the award or an order or agreement made pursuant to the Act;

such employee shall be paid 66 2/3 per cent of the allowances prescribed in subclause 17.2.1.

17.2.4 Subject to subclause 17.2.2, junior employees, casual employees, part time employees, apprentices receiving less than adult rate and employees employed for less than a full week shall receive that proportion of the location allowance as equates with the proportion that their wage for ordinary hours that week is to the adult rate for the work performed.

17.2.5 Where an employee is on annual leave or receives payment in lieu of annual leave they shall be paid for the period of such leave the location allowance to which they would ordinarily be entitled.

17.2.6 Where an employee is on long service leave or other approved leave with pay (other than annual leave) they shall only be paid location allowance for the period of such leave they remain in the location in which they are employed.

17.2.7 For the purposes of this clause:

(1) “Dependant” shall mean:

(a) a spouse or defacto partner; or

(b) a child where there is no spouse or defacto partner;

who does not receive a location allowance or who, if in receipt of a salary or wage package, receives no consideration for which the location allowance is payable pursuant to the provisions of this clause.

(2) “Partial Dependant” shall mean a “dependant” as prescribed in 17.2.7(1) who receives a location allowance which is less than the location allowance prescribed in subclause 17.2.1 or who, if in receipt of a salary or wage package, receives less than a full consideration for which the location allowance is payable pursuant to the provisions of this clause.

17.2.8 Where an employee is employed in a town or location not specified in this clause the allowance payable for the purpose of subclause 17.2.1 shall be such amount as may be agreed between Australian Mines and Metals Association, the Chamber of Commerce and Industry of Western Australia and UnionsWA or, failing such agreement, as may be determined by the Commission.

17.2.9 Subject to the making of a General Order pursuant to s.50 of the Act, that part of each location allowance representing prices shall be varied from the beginning of the first pay period commencing on or after the 1st day in July of each year in accordance with the annual percentage change in the Consumer Price Index (excluding housing) for Perth, measured to the end of the immediately preceding March quarter, the calculation to be taken to the nearest ten cents.

17.3 Additional provisions relating to location allowance

17.3.1 The location allowance to be paid to employees employed in the towns or locations of Meeberrie (Murchison), Menzies, Westonia and Yalgoo will be as follows:

(1) Employees employed at Meeberrie (Murchison) will be paid a location allowance as for Mundrabilla.

(2) Employees employed at Menzies will be paid a location allowance as for Mundrabilla.

(3) Employees employed at Westonia will be paid a location allowance as for Ravensthorpe.

(4) Employees employed at Yalgoo will be paid a location allowance as for Eucla.

17.3.2 An employee employed in the towns or locations in 17.3.1 will be paid location allowance subject to the provisions in subclause 17.2.

17.3.3 Employees of the Shire of Ngaanyatjarraku shall not be entitled to the allowances provided for in 17.2 but shall be entitled to the District allowance in respect of District 4 as provided for Warburton Mission at clause 43(3)(a) of the *Public Service Award 1992* and as amended in the Western Australian Industrial Gazette from time to time.

17.4 Dependant child allowance

Subject to subclauses 17.2.2 and 17.2.4 officers employed north of the 26th parallel of south latitude shall be paid an allowance of \$167.01 per annum for each dependent child up to a maximum of \$674.08. A

dependant child is a child under the age of eighteen years, (including an adopted child, step child or an ex-nuptial child) of and who is dependant on the Officer for sustenance, shelter and financial support. It may also include such a child of the Officer who is eighteen years and above but under 25 years and is a full-time student at a school, college or university. Provided that the dependent child allowance will only be paid once where the child is dependant on parents who are both Officers covered by this award.

#### 17.5 Meal allowance

17.5.1 A meal allowance of \$11.13 shall be paid to any Officer who is required to work overtime for more than two hours (in addition to the interval taken for a meal break) before or after the normal time of commencing or ceasing duty. After the completion of each four continuous hours of such overtime, calculated from the end of the previous meal break, a subsequent meal allowance of \$7.22 shall be paid provided that the Officer is required to work beyond each respective fourth hour.

17.5.2 Where overtime in excess of four hours' duration is required to be worked on a Saturday, Sunday or holiday and such time coincided with the normal meal interval, a meal break shall be taken and an Officer shall be paid a meal allowance of \$10.10 on the first occasion and a further allowance of \$6.59 on each subsequent occasion in the same work period.

17.5.3 Meal break means an unpaid period of not less than 30 minutes and not more than 45 minutes as directed by the employer.

17.5.4 The provisions of this clause do not apply when the employer provides a suitable meal.

17.5.5 The provisions of this clause do not apply in respect of any period of overtime for which the Officer has been notified on the previous day or earlier that he/she will be required to undertake, provided that if an Officer as a consequence of the notification provides himself/herself with a meal and works less overtime than the period notified, he/she shall be paid, for each meal provided and not required, the appropriate meal allowance prescribed by this clause.

#### 17.6 Telephone allowance

An Officer required by the employer to make or receive telephone calls at his or her home by way of contact with the employer or with members of the public, shall be reimbursed the cost of such outward telephone calls, the rental of the telephone over the period of such requirement, and the cost of installing the telephone service at his or her home if that cost is incurred after advice of such requirement.

#### 17.7 Uniform allowance

Where the employee is required to wear a uniform in the performance of his/her duties, the employer 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 employer or at the employer's expense.

#### 17.8 Working in the field allowance

Where an officer travels on authority business and is required to stay overnight at a place other than his/her normal residence and is required to work in the field, he/she shall be paid an allowance of \$12.43 per day.

#### 17.9 Travel allowance

17.9.1 An Officer required to work overtime which commences or finishes at a time when his/her normal means of private or public transport is not available at the time shall be reimbursed the cost of a taxi fare, as follows:

- (1) from the Officer's home to place of employment and/or
- (2) from the place of employment to the Officer's home.

17.9.2 This provision shall also apply to an Officer who is detained at work and who is not in receipt of overtime payments, however, this provision shall not apply where transport is provided by the employer or at the employer's expense.

18. -LOCAL AUTHORITY ELECTIONS

18.1 Persons engaged by a respondent on duties associated with the conducting of a ballot of ratepayers shall be subject to the provisions of this clause in lieu of all other provisions contained in this award.

18.2 The salary applicable to each classification shall be in accordance with clause 13.5.

18.2.1 Polling Clerk

Level 3	Step 1
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18.2.2 Presiding Officer

1-3 Polling Clerks	Level 4	Step 1
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4 or more Polling Clerks	Level 4	Step 3
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18.2.3 Deputy Returning Officer

(1) Where there are less than 10,000 electors on the electoral roll appropriate to the ballot.

Level 5	Step 1
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(2) Where there are 10,000 or more electors on the electoral roll appropriate to the ballot.

Level 6	Step 1
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18.2.4 Returning Officer

(1) Where there are less than 10,000 electors on the electoral roll appropriate to the ballot.

Level 7	Step 1
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(2) Where there are 10,000 or more electors on the electoral roll appropriate to the ballot.

Level 8	Step 1
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18.3 The rates prescribed herein shall be calculated by dividing the appropriate salary by 1976, the result being paid on account of each hour's work authorised by the Returning Officer. Provided that payment shall be limited to hours of work performed on Polling Day and the days immediately following where those days are not ordinary working days for the person concerned.

18.4 Where an Officer is required to use his/her own motor vehicle in the course of his/her duties, the Officer shall be paid in accordance with Clause 30. – Travelling Expense Reimbursement of this award.

18.5 The rate prescribed in 18.2 hereof shall be subjected to a penalty of 50% on account of all disabilities or incidental expenses which may be incurred where work is required to be performed on a Saturday, Sunday or a day prescribed as a holiday in Clause 28. – Public Holidays.



## **PART 6 - HOURS OR WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK**

### 19. - HOURS

#### 19.1 General

19.1.1 Except as hereinafter provided, the average maximum 38 ordinary hours will be worked by mutual agreement, Monday to Friday between the hours of 7:30 a.m. and 6:00 p.m. with a minimum break of 30 minutes for lunch which shall be allowed no longer than five hours after commencement. The starting time may be 7:00 a.m. where agreed between the employer and the employee.

19.1.2 The average hours of work will not exceed 38 hours per week to be worked on one of the following bases:

- (1) 38 hours over seven consecutive days or
- (2) 76 hours over fourteen consecutive days; or
- (3) 114 hours over 21 consecutive days; or
- (4) 152 hours over 28 consecutive days; or
- (5) such further extended cycles as agreed between employer and employees which produces an average 38 hours per week.

#### 19.2 Environmental Health Officers - Meat inspection

Notwithstanding any other provision herein, an Environmental Health Officer engaged to perform meat inspection duties shall perform the 38 average ordinary hours of duty between the hours of 7:00 a.m. and 6:00 p.m., Monday and Friday inclusive, with a lunch break no less than 30 minutes to be allowed at a time mutually convenient to the Officer and Abattoir Operators but no longer than five hours after commencement.

#### 19.3 Supervisors

Notwithstanding the provisions of 19.1.2 hereof, the ordinary hours of duty of Supervisory Officers defined in accordance with Clause 4. - Definitions, of this award who exercise control over other employees, may be the same as those employees over whom they exercise control; provided that such hours shall not exceed an average of 38 hours.

#### 19.4 Law Enforcement and Airport Officers

Notwithstanding the provisions of 19.1.2 hereof, the ordinary hours of duty of Law Enforcement and Airport Officers defined in accordance with Clause 4 – Definitions, of this award shall not exceed an average of 38 per week, to be within a spread of ten hours on any Monday to Sunday with the provision of a meal break of not less than 30 minutes within that spread of hours.

#### 19.5 Community Service Officers

19.5.1 Notwithstanding the provisions of 19.1.2 hereof, the ordinary hours of duty of Community Services Officers defined in accordance with Clause 4. - Definitions of this award, shall not exceed an average of 38 per week, to be worked subject to 19.1.2 within a spread of ten hours on any day Monday to Sunday which shall include a meal break not exceeding one hour's duration, provided that Aquatic/Swimming Pool Officers shall be entitled to partake a meal whilst on duty without loss of pay.

19.5.2 In respect to Aquatic/Swimming Pool Staff, the above hours provision is applicable only during the period in which the Centre/pool is open to the public. In any other week the ordinary hours of duty shall not exceed 38 per week to be worked from Monday to Friday inclusive.

19.5.3 Swimming Pool Managers, Assistant Managers, Pool Supervisors, Pool Superintendents and Recreation Centre Staff, shall be paid a loading of 30% of the appropriate hourly rate for the Officer concerned in respect of each ordinary hour worked beyond a spread of ten hours on any day.

19.6 Computer Operations/Information Technology Officers

Notwithstanding the provisions of 19.1.2 hereof, the ordinary hours of duty of Officers engaged in Computer Operations shall not exceed an average of 38 per week to be worked between the hours of 7:30 a.m. and 6:00 p.m., Monday to Friday (start times may be 7:00 a.m. where there is agreement between the employer and employee) and 7:30 a.m. to 12:00 noon Saturday, and within a daily spread of ten hours with the provision of a meal break of not less than 30 minutes within that spread of hours.

19.7 Library Officers

Notwithstanding the provisions of 19.1.2 hereof, Library Officers may be rostered such that the ordinary hours of duty shall not exceed an average of 38 hours per week, to be worked Monday to noon Saturday inclusive, within a spread of twelve hours. A meal break no less than 30 minutes shall be allowed no longer than five hours after commencement.

19.8 Caretakers and Caravan Park Managers

Notwithstanding the provisions of 19.1.2 hereof, the ordinary hours of duty for Caretakers and Caravan Park Managers 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.

19.9 Recreation Clerical Officers

Notwithstanding the provisions of 19.1.2 hereof, the ordinary hours of duty of Recreation Clerical staff shall not exceed an average of 38 per week, to be worked within a spread of ten hours on any day Monday to Sunday. A meal break not less than 30 minutes duration shall be allowed no longer than five hours after commencement.

19.10 Alternative working arrangements

Notwithstanding the above provisions, the employer and employee(s) may agree to an alternative arrangement of how working hours may be worked. Where the agreement affects more than one employee, the majority of employees affected must genuinely agree to the change. All agreements shall be in writing indicating the employees affected and the terms of the agreement. In the case of employees covered by 19.1.2, the penalties prescribed in clause 20.1 shall apply where applicable.

19.11 Display of roster

Where Officers are employed on a roster such roster shall be prominently displayed at the place of work in a position accessible to the Officers concerned. Officers shall be provided with at least 72 hours notice of any change in roster provided a lesser period can be agreed between the employee and employer.

20. - ADDITIONAL RATES FOR ORDINARY HOURS OF WORK

20.1 General additional rates

20.1.1 Except as hereinafter provided, Officers specified in 20.1.3, who perform ordinary hours of work between the hours of 6:00 p.m. and 7:30 a.m., Monday to Friday inclusive, shall be paid an additional loading of 15% for each hour so worked or part thereof. Where an Officer has agreed

to a 7:00 a.m. start in accordance with clause 19.1.1 the provisions of this subclause shall not apply in respect of the period between 7.00 a.m. - 7.30 a.m.

- 20.1.2 Except as hereafter provided, Officers specified in 20.1.3 who perform ordinary hours of work on a weekend, shall be paid an additional loading of 25% for each such hour performed on a Saturday and an additional loading of 50% for each hour worked on a Sunday.
- 20.1.3 Subclause 20.1.1 and 20.1.2 shall apply to Law Enforcement and Airport Officers, Recreation Clerical Staff, Data Input Operators/Supervisors, Computer Operators, Systems Support Officers, Caravan Park and employees with alternative working arrangement agreements in accordance with clause 19.10.
- 20.2 Caretakers shall be paid an additional 25% loading for all ordinary hours worked after midnight and before 5.00 a.m., Monday to Friday and the loadings prescribed in 20.1.2 above shall apply for ordinary hours performed on a Saturday or Sunday.
- 20.3 Library Clerks, Library Technicians, Audio Visual Technicians and Graphic Artists shall be paid an additional 10% loading on their appropriate rate of pay for all purposes of the award when rostered to perform ordinary hours of work in accordance with clause 19.7.
- 20.4 Law Enforcement Officers who agree to work ordinary hours over more than five consecutive days shall be paid a loading of 15% on all ordinary hours.
- 20.5 Where two or more additional rates under this award would apply the Officer shall receive only the higher of the rates.

## 21. - SHIFT WORK

- 21.1 The provisions of this clause apply to shift work whether continuous or otherwise rostered to work ordinary hours different to those provided under Clause 19. - Hours.
- 21.2 An employer may work any section or sections of his/her work force on shifts but before doing so shall give notice of his/her intention to the Union and of the intended starting and finishing times of ordinary working hours of the respective shifts.
- 21.2.1 The ordinary hours of an Officer on shift work shall not exceed 38 hours per week, or an average of 38 hours over a two, three or four week work cycle.
- 21.3 Alternate shift process
- 21.3.1 Where any particular process is carried out in shifts other than day shift, and less than five consecutive afternoon or five consecutive night shifts are worked on that process, then workers employed on such afternoon or night shifts shall be paid at overtime rates.
- 21.3.2 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 on any holiday.
- 21.4 Where a shift commences at or after 11:00 p.m. on any day, the whole of what shift shall be deemed, for the purposes of this award, to have been worked on the following day.
- 21.5 A shift employee, when on afternoon or night shift, shall be paid for such shift 15% more than his/her ordinary rate prescribed by this award.
- 21.6 All work performed on a rostered shift, when the major portion of such shift falls on a Saturday, Sunday or a holiday, shall be paid for as follows:
- Saturday at the rate of time and one half.

Sunday at the rate of time and three quarters.  
Holidays at the rate of double time and one half.

21.7 A continuous shift employee who is not required to work on a holiday which falls on his/her rostered day off shall be allowed a day's leave with pay to be added to annual leave or taken at some other time if the employee so agrees.

21.8 A shift work roster shall be prominently displayed at the place of work in a position accessible to the Officers concerned. Officers shall be provided with at least 72 hours notice of any change in roster provided a lesser period can be agreed between the employer and employee.

21.8.1 For the purpose of this clause the following definitions shall apply:

Day shift means any shift starting at or after 7:30 a.m. and finishing at or before 6:00 p.m.

Afternoon shift means any shift finishing after 6:00 p.m. and at or before midnight.

Night shift means any shift finishing after midnight and at or before 7.30 a.m.

## 22. - OVERTIME

22.1 Penalties

22.1.1 Overtime shall mean all work performed in excess of the ordinary hours on any day, or outside the spread of ordinary hours on any day, or in excess of the ordinary weekly hours and except as hereinafter provided, shall be paid for at the rate of time and a half for the first two hours of overtime on any day and double time thereafter.

22.1.2 All time worked after twelve noon on Saturday and all time worked on Sunday shall be paid for at the rate of double time.

22.1.3 All time worked on a Public holiday as prescribed in Clause 28. – Public Holidays, outside ordinary hours shall be paid for at the rate of double time and a half.

22.2 Authorisation

No overtime shall be worked without the approval of the Chief Executive Officer or other authorised Senior Officer unless the urgency of the work is such that the approval cannot be gained until after the work is performed.

22.3 Recall

22.3.1 Payment for recall

(1) An Officer recalled to work overtime, whether notified before or after he/she leaves the employer's premises, shall be paid for a minimum of three hours work at the appropriate rate for each time he/she is so recalled, provided that the Officer shall not be required to work the period for which he/she is entitled to be paid pursuant to this subclause if the work he/she is recalled to perform is completed in a shorter period.

(2) Provided that this subclause shall not apply when the overtime worked is continuous with the commencement or completion of ordinary working hours or for rostered overtime.

(3) Rostered overtime shall mean a particular type of work the employer requires to be done on a regular basis that necessitates one or more person being put on a roster.

- (4) Where Officers are required to carry out rostered overtime such rosters shall be displayed at the place of work in a position accessible to the Officer concerned. Officers shall be provided with at least 72 hours notice of any change in the roster. Provided a lesser period of notice can be agreed between the employee and employer.
- (5) Further, provided where an Officer is called out for duty more than once within the period of three hours from the start of the initial call-out for duty, the Officer shall not be entitled to any further payment for time worked within that period of three hours.
- (6) Where the overtime worked extends beyond the minimum period of three hours, payment shall be made for the actual time worked at overtime rates.

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

#### 22.4 Time-in-lieu

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

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

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

#### 22.5 Ten hour break

22.5.1 An Officer who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he/she has not had at least ten consecutive hours off duty between those times shall be released after the completion of such overtime until he/she has had ten hours off duty without loss of pay for ordinary working time occurring during such absence, provided that a lesser period than ten hours may be agreed between the employer and the employee.

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

#### 22.6 Overtime exemption

The provisions of this clause shall not apply to any Officer who is in receipt of a salary in excess of that provided for at Level 7 salary point 2 in clause 13.5.

#### 22.7 Agreed allowance in lieu of overtime

Notwithstanding the provisions of this clause the employee and employer may enter into a written mutual agreement in respect of the payment of an allowance in lieu of overtime penalties, provided that the value of the agreement is maintained compared with the primary provisions of this clause.

#### 22.8 Reasonable Overtime

- 22.8.1 Subject to 22.8.2 an employer may require an employee to work reasonable overtime at overtime rates.
- 22.8.2 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:
- (1) any risk to employee health and safety;
  - (2) the employee's personal circumstances including any family responsibilities;
  - (3) the needs of the workplace or enterprise;
  - (4) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
  - (5) any other relevant matter.

### 23. - STANDBY FOR WORK

When an Officer is required to hold over in readiness for a call to work after ordinary hours, the Officer shall be paid at ordinary rates for the time the Officer is so held in readiness.

## **PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

### 24. - ANNUAL LEAVE

- 24.1 Period and payment of leave
- 24.1.1 Except as hereinafter provided, a period of four consecutive weeks' leave with payment as prescribed in 24.1.2 shall be allowed annually to an employee by his/her employer after a period of twelve months' continuous service with that employer. Provided that an employer and an employee may agree on alternative arrangements of the taking of such leave.
- 24.1.2 An employee before going on leave shall be paid the ordinary salary he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on leave during the relevant period.
- 24.1.3 During a period of annual leave an employee shall receive a loading of 17.5% or the appropriate shift loading, whichever is the greater, calculated on the rate of ordinary salary prescribed by this award.
- (1) The loading prescribed by this subclause shall not apply to proportionate leave on termination.
  - (2) By agreement between the employer and an employee, the loading may be cash out and included as a component in the employee's salary.
- 24.1.4 Additional weeks leave for circumstances
- (1) In addition to the leave prescribed in 24.1.1 hereof, a Chief Executive Officer, Town or Shire Engineer or Environmental Health Officer shall be allowed one week's leave (as compensation for other circumstances of employment) with payment of ordinary salary after a period of twelve months' continuous service with that Local Authority. Where such Officer is engaged for part of a qualifying twelve monthly period, he/she shall be entitled to have the period of annual leave to which he/she is entitled under this clause increased by 1-12th of a week for each completed month he/she is continuously so engaged.

- (2) The additional leave shall not apply to Officers, classified according to clause 13.6.6 who have by agreement, incorporated provisions for the additional leave in their salary package.

#### 24.1.5 Additional weeks leave for location

- (1) In addition to the leave prescribed in 24.1.1 hereof, an Officer other than a Chief Executive Officer, Town or Shire Engineer or Environmental Health Officer, employed by a Local Government whose head office is situated north of the 26th parallel of latitude shall be allowed one week's leave with payment of ordinary salary after a period of twelve month's continuous service with that Local Government.
- (2) Where such an Officer is engaged for part of a qualifying twelve-monthly period, he/she shall be entitled to have the period of annual leave to which the Officer is otherwise entitled under this clause increased by 1/12th of a week for each completed month he/she is continuously so engaged.

#### 24.2 Annual leave and public holidays

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

#### 24.3 Leave on termination

24.3.1 If, after one month's continuous service an employee lawfully leaves his/her employment or his/her employment is terminated by his/her employer through no fault of the employee, the employee shall be paid 1/3rd of a week's pay, at the rate prescribed by 24.1.2 of this clause, for each month of continuous service.

24.3.2 In addition to any payment to which he/she may be entitled under 24.3.1 of this subclause, an employee whose employment terminates after he/she has completed a twelve-months' qualifying period and who has not been allowed the leave prescribed under this award in respect of that qualifying period, shall be given payment in lieu of that leave or, in the case to which 24.5 and 24.6 of this subclause applied, in lieu of so much of that leave as has not been allowed, unless;

- (1) he/she has been justifiably dismissed for misconduct; and
- (2) the misconduct for which he/she has been dismissed occurred prior to the completion of that qualifying period.

#### 24.4 Absence from work

Any time in respect of which an employee is absent from work, except time for which he/she is entitled to claim sick pay or time spent on holidays or annual leave as prescribed by this award, shall not count for the purpose of determining his/her right to annual leave.

#### 24.5 Taking of leave

24.5.1 Annual leave shall be given and taken in such period or periods and at such a time or at such times mutually convenient to the employer and the employee and, except as hereinafter provided, within six months of the date upon which the leave accrued due.

24.5.2 In special circumstances, and with the consent of the employer, an employee may defer the taking of any accrued annual leave, or any part thereof not taken, for a period not exceeding three years after the date when the leave accrued due.

#### 24.6 Christmas close-down

Notwithstanding anything else herein contained, an employer who observes a Christmas close-down for the purpose of granting annual leave to one or more sections of his/her work force, may require an employee to take his/her annual leave in not more than two periods. For the purposes of this subclause, the period of annual leave may be less than one week.

24.7 Annual leave and parental leave

Notwithstanding anything else contained herein, an Officer granted leave under Clause 25. – Personal Leave, may at the commencement of such leave utilise any pro rata leave accrued under this clause. In such a case the loading referred to in 24.1.3 is not payable until the whole leave entitlement is accrued.

24.8 Leave in advance

24.8.1 In special circumstances at the discretion of the employer pro rata annual leave may be given and taken before a period of twelve months continuous service has been completed.

24.8.2 No more leave shall be granted at any time than has accrued to the employee on the basis of one third of a week for each month of continuous service.

24.8.3 Any entitlement to leave and/or payment under 24.1 or 24.3 hereof, will be reduced by the amount of leave and payment granted under this subclause.

24.8.4 No loading shall apply to leave taken in advance pursuant to this subclause.

24.9 Officers exempted

This clause shall not apply to Casual Officers.

## 25. - PERSONAL LEAVE

The provisions of this clause apply to full time and regular part time employees (on a pro rata basis) but do not apply to casual employees. The entitlements of casual employees are set out in clause 10.2.4.

25.1 Definitions

25.1.1 The term immediate family includes:

- (1) spouse or partner (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person who lives with the employee on a bona fide domestic basis; and
- (2) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

25.2 Amount of Paid Personal Leave.

25.2.1 Paid personal leave is available to an employee when he or she is absent:

- (1) due to personal illness or injury; or
- (2) for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support (carer's leave) or who requires care to an unexpected emergency.

25.2.2 The amount of personal leave to which an employee is entitled depends on the length of time worked for the employer as indicated below:



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

### 25.2.3 Accumulation of personal leave

#### (1) First, second and third years of employment

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

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

#### (2) Fourth and subsequent years of employment

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

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

#### (3) Maximum amount of accumulated personal leave

Personal leave may accumulate to a maximum of 260 days.

### 25.3 Personal leave for personal injury or sickness

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

### 25.4 Personal leave to care for an immediate family or household member

25.4.1 Subject to 25.4.2 and 25.4.3, a full-time employee is entitled to use their personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency.

25.4.2 The entitlement in 25.4.1 is subject to the employee being responsible for the care and support of the person concerned. In normal circumstances an employee is not entitled to take leave for this purpose where another person has taken leave to care for the same person.

25.4.3 Except as provided for in 25.4.4, not more than 10 days of personal leave can be used in a year by an employee for the purposes set out in 25.4.1. These limits apply to the employee's total accrued personal leave which includes any untaken personal leave from the current year's entitlement and any untaken personal leave which has accumulated from previous years.

25.4.4 By agreement between an employer and an individual employee, the employee may access an additional amount of their accrued personal leave for the purposes set out in 25.4.1, beyond the relevant limit set out in 25.4.3. In such circumstances, the employer and the employee shall agree upon the additional amount that may be accessed.

### 25.5 Employee must give notice

- 25.5.1 Before taking personal leave, an employee must give at least two hours' notice before his or her next rostered starting time, unless he or she has a good reason for not doing so.
- 25.5.2 When taking personal leave for personal illness or injury, the notice must include:
- (1) the nature of the injury or illness (if known); and
  - (2) how long the employee expects to be away from work.
- 25.5.3 If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone at the first opportunity.
- 25.5.4 When taking leave to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, the notice must include:
- (1) the name of the person requiring care and support and their relationship to the employee;
  - (2) the reasons for taking such leave; and
  - (3) the estimated length of absence.
- 25.6 The effect of workers' compensation
- 25.6.1 If an employee is receiving workers' compensation payments, they are not entitled to personal leave.
- 25.6.2 Exclusions - worker's compensation / serious and wilful misconduct
- (1) The provisions of this clause with respect to payment do not apply in the following cases:
    - (a) where an employee is receiving workers' compensation payments;
    - (b) where an employee's injury or illness is as a result of the employee's serious and wilful misconduct.
- 25.7 Portability of personal leave
- 25.7.1 An Officer shall be entitled to transfer accumulated personal leave credits from one employing local authority (or local authorities) to another employing local authority subject to the following:
- (1) the amount of accumulated personal leave being transferred shall not exceed eight weeks; and
  - (2) the Officer shall produce to the employing Local Authority a record, certified by the Town or Shire Clerk of the immediately preceding Local Authority, showing the amount and source of the personal leave being transferred; and
  - (3) the Officer's service as between such authorities shall be continuous service. The term continuous service shall have the same meaning as attaches to that term in the Local Government (Long Service Leave) Regulations.
- 25.7.2 Such transferred accumulated personal leave credits, shall not be available to the Officer concerned until the personal leave credits accrued at the Officer's employing Local Authority have been exhausted.
- 25.8 Personal leave during annual leave

- 25.8.1 Subject to the provisions of this subclause, the provisions of this clause apply to an employee who suffers personal ill health or injury during the time when he/she is absent on annual leave and an employee may apply for and the employer shall grant paid personal leave in place of paid annual leave.
- 25.8.2 Application for replacement shall be made within seven days of resuming work. Provided that the provisions of this paragraph do not relieve the employee of the obligation to advise the employer in accordance with 25.5 of this clause if he/she is unable to attend for work on the working day next following his/her annual leave.
- 25.8.3 Replacement of paid annual leave by paid personal leave shall not exceed the period of paid personal leave to which the employee was entitled at the time he/she proceeded on annual leave and shall not be made with respect to fractions of a day.
- 25.8.4 Where paid personal leave has been granted by the employer in accordance with 25.8.1, 25.8.2 and 25.8.3 of this subclause, that portion of annual leave equivalent to the paid personal leave is hereby replaced by the paid personal leave and the replaced annual leave may be taken at another time mutually agreed to by the employer and the employee or, failing agreement, shall be added to the employee's next period of annual leave or, if termination occurs before then, be paid for in accordance with the provisions applying to annual leave.
- 25.8.5 Payment for replaced annual leave shall be at the rate of salary applicable at the time the leave is subsequently taken provided that the annual leave loading prescribed in Clause 24. – Annual Leave, shall be deemed to have been paid with respect to the replaced annual leave.

#### 25.9 Unpaid personal leave

Where an employee has exhausted all paid personal leave entitlements, he/she is entitled to take unpaid personal leave to care for members of his/her immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency. The employer and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days (up to a maximum of 16 hours) of unpaid leave per occasion, provided the requirements of 25.5 are met.

#### 25.10 Casual employment

Casual employees are entitled to not be available to attend work or to leave work in certain circumstances as set out in clause 10.2.4.

### 26. - BEREAVEMENT LEAVE

#### 26.1 Paid leave entitlement

##### 26.1.1 Death in Australia

A full-time employee is entitled to use up to two days bereavement leave on each occasion, and on production of satisfactory evidence (if required by the employer), or the death in Australia of either a member of the employee's immediate family or household.

##### 26.1.2 Death outside Australia

A full-time employee is entitled to use up to two days bereavement leave on each occasion, and on production of satisfactory evidence (if required by the employer), of the death outside Australia of either a member of the employee's immediate family or household, where the employee travels outside Australia to attend the funeral.

#### 26.2 Part-time employees

A part-time employee is entitled to take two days bereavement leave on the same basis as prescribed for full-time employees in 26.1.1 and 26.1.2 except that leave is only available where the part-time employee would normally work on either or both of the two working days following the death.

### 26.3 Unpaid leave

Where an employee has exhausted all personal leave entitlements, including accumulated leave entitlements, they are entitled to take unpaid bereavement leave. The employer and the employee should agree on the length of the unpaid leave. In the absence of agreement, a full-time employee is entitled to take up to two days unpaid leave, provided the requirements of 26.1.1 and 26.1.2 are met, and a part-time employee is entitled to take up to two days unpaid leave, to a maximum of 15.2 hours, provided the requirements of 26.2 are met.

## 27. - PARENTAL LEAVE

### 27.1 Definitions

27.1.1 For the purpose of this clause child means a child of the employee under school age except for adoption of a child where child means a person under school age who is placed with the employee for the purpose of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who had previously lived continuously with the employee for a period of six months or more.

27.1.2 Subject to 27.1.3, in this clause, spouse includes a de facto or former spouse.

27.1.3 In relation to 27.8, spouse includes a de facto spouse but does not include a former spouse.

27.1.4 An eligible casual employee means a casual employee:

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

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

### 27.2 Basic entitlement

27.2.1 After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

27.2.2 Subject to 27.6, parental leave is to be available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:

- (1) for maternity and paternity leave, an unbroken period of one week at the time of the birth of the child;
- (2) for adoption leave, an unbroken period of up to three weeks at the time of the placement of the child.

27.2.3 The provisions of this clause apply to full time, part time and eligible casual employees, but do not apply to other casual employees.

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

- (1) the employee or employee's spouse is pregnant; or
- (2) the employee is or has been immediately absent on parental leave.

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

### 27.3 Variation of Parental leave

Where an employee takes leave under clause 27.2.1 or 27.4.1(2), unless otherwise agreed between the employer and employee, an employee may apply to his/her employer to change the period of parental leave on one occasion. Any such change is to be notified as soon as possible but no less than four weeks prior to the commencement of the changed arrangements. Nothing in this clause detracts from the basic entitlement in clause 27.2.1 or 27.4.1(2).

### 27.4 Right to Request

27.4.1 An employee entitled to parental leave pursuant to the provisions of 27.2 may request the employer to allow the employee:

- (1) to extend the period of simultaneous unpaid parental leave provided for in 27.2.2(1) and 27.7.2(2) up to a maximum of eight weeks;
- (2) to extend the period of unpaid parental leave provided for in clause 27.2.1 by a further continuous period of leave not exceeding 12 months;
- (3) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

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

27.4.3 Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under 27.4.1(2) and 27.4.1(3) must be recorded in writing.

27.4.4 Request to return to work part-time

Where an employee wishes to make a request under 27.4.1(3), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

### 27.5 Maternity leave

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

- (1) of the expected date of birth (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least ten weeks;
- (2) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks.

- 27.5.2 When the employee gives notice under 27.5.1(1) the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- 27.5.3 An employee will not be in breach of this clause if the failure to give the required notice period is because of the birth occurring earlier than the presumed date.
- 27.5.4 Subject to 27.2.1 and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of the birth.
- 27.5.5 Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

27.5.6 **Recommencement date**

Where leave is granted under 27.5.4, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

27.6 **Special maternity leave**

- 27.6.1 Where the pregnancy of an employee terminates after 28 weeks and the employee has not commenced maternity leave, the employee may take unpaid special maternity leave of such period as a registered medical practitioner certifies as necessary.
- 27.6.2 Where an employee is suffering from an illness not related to the direct consequences of the birth an employee may be entitled to paid sick leave in lieu of, or in addition to, special maternity leave.
- 27.6.3 Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

27.7 **Paternity leave**

- 27.7.1 An employee will provide the employer at least ten weeks prior to each proposed period of paternity leave, with:
- (1) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of birth, or states the date on which the birth took place; and
  - (2) written notification of the dates on which he proposes to start and finish the period of paternity leave; and
  - (3) except in relation to leave taken simultaneously with the child's mother under clauses 27.2.2(1), 27.2.2(2) and 27.4.1(1), a statutory declaration stating:
    - (a) he will take that period of paternity leave to become the primary care-giver of a child;
    - (b) particulars of any period of maternity leave sought or taken by his spouse; and

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

27.7.2 The employee will not be in breach of 27.7.1 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

## 27.8 Adoption leave

27.8.1 The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

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

- (1) the employee is seeking adoption leave to become the primary care-giver of the child;
- (2) particulars of any period of adoption leave sought or taken by the employee's spouse; and
- (3) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

27.8.3 An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

27.8.4 Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

27.8.5 An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

27.8.6 An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

## 27.9 Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under 27.4.

## 27.10 Transfer to a safe job

27.10.1 Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

27.10.2 If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee, to commence parental leave.

27.11 Returning to work after a period of parental leave

27.11.1 An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

27.11.2 An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 27.10 the employee will be entitled to return to the position they held immediately before such transfer.

27.11.3 Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

27.12 Replacement employees

27.12.1 A replacement employee is an employee specifically engaged, part-time or full-time, or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

27.12.2 Before an employer engages a replacement employee the employer will inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

27.13 Communication during parental leave

27.13.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

- (1) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
- (2) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

27.13.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

27.13.4 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 27.13.1.

28. - PUBLIC HOLIDAYS

28.1 Public holiday entitlement

28.1.1 An employee shall be entitled to holidays on the following days:

- (1) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
- (2) the following days, as prescribed in Western Australia: Australia Day, Anzac Day, Queen's Birthday and Labour Day; and
- (3) Foundation Day, as prescribed in Western Australia.

28.2 Holidays in lieu



- 28.2.1 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
- 28.2.2 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.
- 28.2.3 When New Year's Day, Australia Day or Anzac Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

28.3 Additional public holidays

Where in the State of Western Australia, public holidays are declared or prescribed on days other than those set out in 28.1 and 28.2 above, those days shall constitute additional holidays for the purpose of this award.

28.4 Substitute holidays

28.4.1 An employer and its employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected employees shall constitute agreement. Any such agreement shall be recorded in writing and be available to every affected employee.

28.4.2 Provided that the National Aboriginal and Islander Day of Celebration may be taken as a holiday in lieu of any of the specified holidays contained herein. The holiday on which work is to be performed in lieu of National Aboriginal Day of Celebration is to be agreed between the employer and the employee concerned. Any dispute about the operation of this provision is to be resolved in accordance with the disputes resolution procedures provided in this award.

28.4.3 When a holiday mentioned in 28.1, 28.2, 28.3 or 28.4 other than Easter Saturday falls on an employee's rostered day off, such employee shall be entitled to a day in lieu thereof to be taken at such time as may be mutually agreed upon by the Officer and the employer.

28.5 Public holidays – penalty rates

28.5.1 When an Officer is required to be on duty on any of the holidays prescribed in 28.1, 28.2 or 28.3 hereof, the Officer shall be entitled to payment as follows:

- (1) When an Officer is required to be on duty on any of the holidays such Officer shall be allowed payment for all time worked at the rate of double time and one half; or
- (2) By agreement, between the employer and the Officer concerned, the Officer may be granted time off in ordinary hours equivalent to the time worked, without loss of pay, at a mutually agreed time.

28.6 Days in lieu

28.6.1 In lieu of the two additional holidays applicable prior to 29 February 1996, (the day after New Years Day and Easter Tuesday), the following provisions shall apply in recognition of Western Australian public service standards.

28.6.2 On the working day after the New Years Day holiday and Easter Tuesday each year an employee who is scheduled to work those days or is on paid leave shall become entitled to a day's paid absence in lieu for each of the two holidays previously observed.

28.6.3 Further, an employee who works a roster and is on a rostered day off on either the working day after the New Year's Day holiday or Easter Tuesday shall also be entitled to a day's paid absence in lieu of each of the two holidays previously observed.

28.6.4 The days in lieu are to be taken in the year in which they fall due and at the convenience of the employer.

- 28.6.5 Should either or both of these two paid days of absence be deleted as a public service entitlement by a further notice, regulation or legislation, the right to the paid day(s) of absence in 28.6.2 shall be immediately deleted.

**PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK**

**29. - REIMBURSEMENT OF ACCOMMODATION AND CAMPING EXPENSES**

An Officer who travels on authority business and is required to stay overnight at a place other than his/her normal residence shall be reimbursed all reasonable out-of-pocket, meal and accommodation expenses.

**30. - TRAVELLING EXPENSE REIMBURSEMENT**

- 30.1 The local authority shall reimburse all reasonable travelling expenses incurred by an Officer in the discharge of his/her duties at least once monthly. The method and mode of travelling or the vehicle to be supplied shall be mutually arranged between the employer and the Officer concerned.
- 30.2 Use of employee vehicle
- 30.2.1 Where an Officer is requested and authorised to use his/her own motor vehicle in the course of his/her duties, he/she shall be paid an allowance not less than that prescribed in the table set out hereunder.
- 30.2.2 For the purpose of this subclause, where an Officer is required to report for duty at a location other than his/her normal location, travelling expenses shall be paid for the distance that the journey exceeds the distance the Officer normally travels to and from work.
- 30.3 Where an Officer in the course of a journey travels through two or more separate areas specified in 30.6 of this clause, payment at the rates prescribed herein shall be made at the appropriate rate applicable to each of the separate areas traversed.
- 30.4 Payment shall be made in accordance with this clause not later than four weeks after the expense has been incurred.
- 30.5 A year for the purpose of this clause shall commence on the 1st day of January and end on the 31st day of December next following.
- 30.6 Rates of hire for use of an Officer's own motor vehicle on official business shall be as follows:

Area and Details	Engine displacement (in cubic centimetres)		
	Over 2600cc	Over 1600cc to 2600cc	1600cc and under
	Cents per kilometre		
Metropolitan area	93.97	67.72	55.85
South West Land Division	95.54	68.66	56.69
North of 23.5 Latitude	103.52	74.12	61.21
Rest of state	99.01	70.87	58.37



Shire of Bridgetown-Greenbushes  
Shire of Bruce Rock  
Shire of Carnamah  
Shire of Dalwallinu  
Shire of Dowerin  
Shire of Goomalling  
Shire of Halls Creek  
Shire of Harvey  
Shire of Kondinin  
Shire of Laverton  
Shire of Leonora  
Shire of Murray  
Shire of Nannup  
Shire of Narembeen  
Shire of Ravensthorpe  
Shire of Sandstone  
Shire of Three Springs  
Shire of Victoria Plains  
Shire of Wagin  
Shire of Wandering  
Shire of Waroona  
Shire of Woodanilling  
Shire of Yalgoo

### 33. - NAMED RESPONDENTS

City of Kalamunda  
Shire of Boddington  
Shire of Bridgetown-Greenbushes  
Shire of Bruce Rock  
Shire of Carnamah  
Shire of Dalwallinu  
Shire of Dowerin  
Shire of Goomalling  
Shire of Halls Creek  
Shire of Harvey

Shire of Kondinin

Shire of Laverton

Shire of Leonora

Shire of Murray

Shire of Nannup

Shire of Narembeen

Shire of Ravensthorpe

Shire of Sandstone

Shire of Three Springs

Shire of Victoria Plains

Shire of Wagin

Shire of Wandering

Shire of Waroona

Shire of Woodanilling

Shire of Yalgoo

VARIATION RECORD

**LOCAL GOVERNMENT OFFICERS' (WESTERN AUSTRALIA) AWARD 2021**

**No. A 1 of 2020**

Delivered 29/04/2021 at 101 WAIG 374

CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
<b>PART 1 - Application and Operation of Award</b>				
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4. Definitions				
5. Minimum Adult Award Wage				
	Cl.	1/21	01/07/21	101 WAIG 889
6. Availability of Award				
<b>PART 2 - Award Flexibility</b>				
7. Enterprise Flexibility				
8. Facilitative Provisions				
<b>PART 3 - Consultation and Dispute Resolution</b>				
9. Disputes Settlement Procedure				
<b>PART 4 - Employment Relationship, Duties and Related Arrangements</b>				
10. Contract of Employment				
11. Appointment and Probation				
12. Redundancy				
<b>PART 5 – Salaries and Related Matters</b>				

13. Salaries – Minimum Annual				
	Cl.	1/21	01/07/21	101 WAIG 889
14. Relieving and Higher Duties				
15. Classification/Reclassification of Positions				
16. National Training Wage				
17. Allowances				
	Cl. 17.2	2/21	01/07/21	101 WAIG 455
18. Local Authority Elections				
<b>PART 6 – Hours of Work, Breaks, Overtime, Shift Work, Weekend Work</b>				
19. Hours				
20. Additional Rates for Ordinary Hours of Work				
21. Shift Work				
22. Overtime				
23. Standby for Work				
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24. Annual Leave				
25. Personal Leave				
26. Bereavement Leave				
27. Parental Leave				
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<b>PART 8 – Transfers, Travelling and Working Away From Usual Place of Work</b>				
29. Reimbursement of Accommodation and Camping Expenses				

30.	Travelling Expense Reimbursement			
<b>PART 9 – Staff Development, Training and Related Matters</b>				
31.	Staff Development/Performance Review			
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