



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

City of Wanneroo
(AG2016/2239)

CITY OF WANNEROO FLEET SERVICES ENTERPRISE AGREEMENT 2016

Local government administration

COMMISSIONER GREGORY

MELBOURNE, 8 MARCH 2016

Application for approval of the City of Wanneroo Fleet Services Enterprise Agreement 2016.

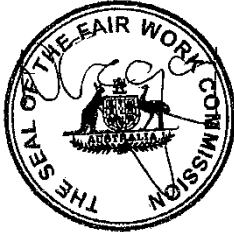
[1] An application has been made for approval of an enterprise agreement known as the *City of Wanneroo Fleet Services Enterprise Agreement 2016* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by City of Wanneroo. The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The “Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” known as the Australian Manufacturing Workers’ Union (AMWU), being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 15 March 2016. The nominal expiry date of the Agreement is 6 February 2019.



COMMISSIONER

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Annexure A



3 March 2016

Commissioner Gregory
Fair Work Commission
Victoria Registry
Level 4, 11 Exhibition Street
Melbourne, Victoria 3000

By Email: member.assist@fwc.gov.au

Dear Commissioner Gregory

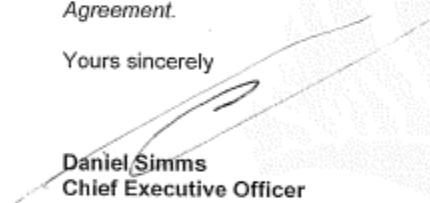
AG2016/2239 – Application for Approval of the City of Wanneroo Fleet Services Enterprise Agreement 2016 – Undertakings

I refer to the Fair Work Commission's email sent to the City of Wanneroo (City) on 3 March 2016 in relation to the City of Wanneroo Fleet Services Enterprise Agreement 2016 (Agreement).

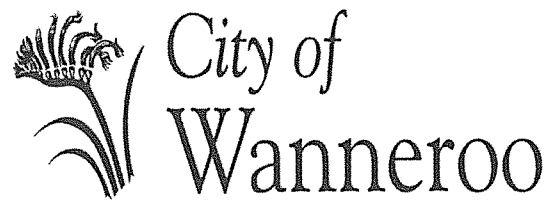
The City provides the following undertaking pursuant to section 190 of the *Fair Work Act 2009*.

The City undertakes that if a dispute arises in relation to the National Employment Standards that it will be dealt with in accordance with Clause 9 – Dispute Resolutions Procedures of the Agreement.

Yours sincerely



Daniel Simms
Chief Executive Officer



Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

CITY OF WANNEROO FLEET SERVICES

ENTERPRISE AGREEMENT 2016

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2 TITLE OF AGREEMENT

This Agreement shall be known as the '*City of Wanneroo Fleet Services Enterprise Agreement 2016*'.

3 OBJECTIVES OF AGREEMENT

- To create a partnership based on open communication to facilitate a flexible workforce with a team ethic;
- To enhance job satisfaction by creating a flexible working environment, supportive of people in managing their work and family commitment;
- To support people in their career development and the application and utilisation of their skills, knowledge and abilities;
- To create a work environment that embraces efficient work practices that enables the City of Wanneroo to deliver services focused on the customer and driven by a commitment to results;
- To utilise the resources of the City of Wanneroo in the most efficient manner and to continually assess operations, embrace change and make improvements where necessary;
- To recognise achievements and productivity gains; and
- To support the City of Wanneroo's vision and objectives.

4 PARTIES TO THE AGREEMENT

This Agreement shall apply to and be binding upon:

- The City of Wanneroo (ABN:64 295 981 165)
- The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (AMWU ABN:59 459 725 116)
- All employees within the Fleet Services who are eligible to be members of the AMWU, as well as future employees taken on during the life of this Agreement and current and new employees who are employed by the City of Wanneroo.

5 DATE AND PERIOD OF OPERATION

- 5.1 This Agreement shall commence operation seven days after the Fair Work Commission approves the Agreement (the **Commencement Date**).
- 5.2 The nominal expiry date will be 6 February 2019. This Agreement will continue to operate after its nominal expiry date until it is terminated or replaced.

6 CORPORATE VALUES

The City of Wanneroo is committed to ensuring that all staff, including management and the Executive Management Team, comply with, display and promote the City's Corporate Values. These values include;

6.1 Teamwork

We build functional relationships and work collaboratively to achieve common goals.

6.2 Integrity

We behave in an honest, open, respectful and accountable manner.

6.3 Communication

We practice clear and timely exchange of information and feedback.

6.4 Innovation

We add creativity and excitement to the workplace and projects we undertake.

6.5 Continuous Improvement

We build capacity by improving our systems and processes.

6.6 Valuing Our People

We are committed to providing a safe workplace and the development of a healthy, productive, flexible and skilled workforce to adequately resource the organisation.

7 DEFINITIONS

7.1 **'Agreement'** shall mean the *City of Wanneroo Fleet Services Enterprise Agreement 2016'*

7.2 **'Employees, Officers, Workers and Workforce'** means those carrying out work who are eligible for membership of the union and who work in the Fleet Services unit.

7.3 **'Leader'** means a person at the level of Coordinator, Business Manager, Manager or Executive with one or more direct reports.

7.4 **'Next up Leader'** means a person at the level of Manager, or Executive with one or more direct reports with Leaders reporting to them.

7.5 **'Parties'** mean the parties signatory to this Agreement

7.4 **'Service'** in relation to redundancy payments means all the previous names of the City of Wanneroo since inception

7.5 **'Team'** means a group of individuals working towards a common goal or objective

7.6 **'Union'** means those Unions listed as Parties to the Agreement under Clause 4

7.7 **'City', Employer and Council** shall mean the City of Wanneroo

8 EXCLUSIONS

- 8.1** This Agreement overrides any notional agreement preserving state Awards or Awards that may be applicable to the employees covered by this Agreement including any protected Award conditions.
- 8.2** All employees covered by this Agreement will continue to receive the existing weekly Productivity Payment component that is inclusive of Safety Net Payment, Confined Space Allowance, Dirt Money, Bank Charges, Service Pay, Days in Lieu namely the 2nd of January and Easter Tuesday, Industrial Allowance and Annual Leave Loading.
- 8.3** The Productivity Payment is incorporated into the base hourly pay rates upon which future percentage pay increases are calculated.

9 DISPUTE RESOLUTION PROCEDURES

- 9.1** In the event of a dispute in relation to a matter arising under this agreement, between the employer and employee[s] the dispute shall be dealt with in the following manner:

Stage 1 The affected employee[s] shall raise the matter with their Leader

 The Leader shall act and respond within three [3] calendar days to the employee[s] matter

Stage 2 If the matter cannot be resolved at this level then the employee shall be entitled to refer the matter to the Next Up Leader.

 The Next Up Leader shall respond within seven [7] days to the employee[s] matter

Stage 3 Where the matter is not resolved at Stage 1 or Stage 2 the matter will be referred to the Chief Executive Officer for mediation and or resolution by conciliation.

 Where the matter is not resolved and all agreed Stages 1,2 and 3 have been taken, the dispute may be referred to the Fair Work Commission for conciliation or arbitration.

 If arbitration is necessary, all parties will abide by and implement any decisions following arbitration.

9.2 At any stage from Stage 1 onward employee[s] may choose a representative to assist and advocate their matter with the employer. Such representative shall be entitled to be present at any meeting involving the matter raised by the employee[s] and shall be provided adequate time to consult with the affected employee[s].

9.3 Where one or more parties to this Agreement request documentation and recording relevant to the matter[s] raised by the employee[s] under this

clause, then such records shall be produced and maintained and provided to all parties.

10 CONSULTATION

10.1 This clause applies if:

- (a) the employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise that is likely to have a significant effect on employees of the enterprise; or
- (b) the employer proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major Change

10.2 For a major change referred to in paragraph 10.1(a)

- (a) The employer must notify the relevant employees of the decision to introduce the major change; and
- (b) Sub-clauses 10.3 to 10.8 apply.

10.3 The relevant employees may appoint a representative for the purposes of the procedures in this term, if:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

10.4 As soon as practicable after making its decision, the employer must:

- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion — provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.

10.5 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

10.6 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

10.7 If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in subclauses 10.2(a), 10.3 and 10.4 are taken not to apply.

- 10.8** In this term, a major change is *likely to have a significant effect on employees* if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to Regular Roster or Ordinary Hours of Work

- 10.9** For a change referred to in paragraph 10.1(b):
- (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses 10.10 to 10.14 apply.
- 10.10** The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- 10.11** If:
- (a) a relevant employee appoints, or relevant employees appoint a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- 10.12** As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion - provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 10.13** However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

- 10.14 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 10.15 In this clause 10, **relevant employees** means the employees who may be affected by the major change referred to in sub-clause 10.1.

11 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 11.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- 11.2 The employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 11.3 The employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- 11.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

- 11.5 The employer or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing — at any time.

12 APPOINTMENTS AND TERMINATIONS

- 12.1 An employee will be engaged on a probationary period when employed at the City of Wanneroo and notified in writing prior to engagement.
- 12.2 The probationary period will be for a period of 3 months, with a possible 3 month extension to a maximum probationary period of 6 months.
- 12.3 The probationary period is designed so that an employee can be sure the position is suited to them and to allow the employer the opportunity to observe the employee working in the position.
- 12.4 When both the employee and employer wish to continue with the employment relationship, the employee will be permanently appointed to that position and notified in writing.
- 12.5 Should an employee decide that they do not wish to continue in the position during their probationary period, they will be required to provide 1 weeks notice, or a shorter period of time if mutually agreed.
- 12.6 If the employer does not wish to permanently appoint an employee after their probationary period they will be required to provide the employee with one week's notice or payment in lieu of notice.

13 NOTICE OF TERMINATION

- 13.1 The period of notice to be given by the City to a full-time or regular part-time employee to terminate the contract of service shall be:
- 13.1.1 Period of continuous service - Period of notice:
 - Casual Employee – 1 day
 - 1 year or less –1 week
 - More than 1 year and up to the completion of 3 years - 2 weeks
 - More than 3 years and up to the completion of 5 years - 3 weeks
 - More than 5 years and over - 4 weeks
 - 13.1.2 In addition to the notice in 10.1.1 employees over 45 years of age at the time of the giving of the notice, with not less than two years' continuous service, shall be entitled to an additional one week's notice.
 - 13.1.3 Payment in lieu of the notice prescribed in 10.1.1.and 10.1.2 shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
 - 13.1.4 In calculating any payment in lieu of notice the employee shall receive what the employee would have been paid had he or she worked including all allowances, penalties or loadings.

13.1.5 The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal, or in the case of casual employees other than eligible casual employees as defined by the National Employment Standards, or employees engaged for a specific period of time or for a specific task or tasks.

13.1.6 Notwithstanding the foregoing provisions trainees who are engaged for a specific period of time shall, once the traineeship is completed and provided that the trainees' services are retained, have all service including the training period counted in determining entitlements. In the event that a trainee is terminated at the end of his or her traineeship and is re-engaged by the same employer within six months of such termination, the period of traineeship shall be counted as service in determining any future termination.

13.2 Notice of termination by employee

13.2.1 The notice of termination required to be given by an employee shall be the same as that required of an employer, other than there shall be no additional notice based on the age of the employee concerned.

13.2.2 If an employee fails to give notice the employer shall have the right to withhold moneys due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

13.3 Time off during notice period

Where an employer has given notice of termination to an employee, an employee shall be allowed up to 7.6 hours time off without loss of pay for the purpose of seeking other employment. The time off shall be taken after consultation and agreement with the employer.

14 FULL-TIME EMPLOYEES

A full time employee shall mean an employee engaged to work an average of 38 ordinary hours per week.

15 PART-TIME EMPLOYEES

15.1 A "part-time employee" shall mean an employee who works regularly from week to week for less than the 38 ordinary hours in any week. Such employee shall be paid the appropriate hourly rate of pay for each hour worked.

15.2 Payment for annual leave and absence through sickness for such employees, pursuant to clauses 22 – Annual Leave and 25 – Personal

Leave, or any other appropriate clause providing such entitlements, shall be in the proportion that the hours regularly worked each week bears to the standard ordinary hours.

16 CASUAL EMPLOYEES

- 16.1** A casual employee shall mean an employee who is engaged and paid as such and, except as otherwise provided for in this Agreement, such employee shall be paid the ordinary hourly rate prescribed for the classification of work performed with the addition of 25%.
- 16.2** A casual employee who works outside the ordinary hours of work prescribed by clause 18 – Hours of work, shall be entitled to overtime payments in accordance with clause 19 – Overtime, based on their ordinary casual rate.

17 WAGE MODEL

- 17.1** Employees shall be entitled to a wage increase of 3.00% effective from the first full pay period on or after 6 February 2016.
- 17.2** A further wage increase of 2.75% will be payable from the first full pay period on or after 6 February 2017.
- 17.3A** further wage increase of 2.75% will be payable from the first full pay period on or after 6 February 2018.
- 17.4** The wage payments stated include amounts in full recognition of supplementary payments, safety net payment, confined space allowance, dirt money, two days public holiday in lieu, bank charges, service pay and 17.5% leave loading. Full wage details are contained in attachment one.

18 HOURS OF WORK

- 18.1** The ordinary hours of work for full time employees shall be 76 hours per fortnight spread over 9 days. Ordinary hours of work for day shift shall be worked between 6.00am and 6.00pm Monday to Friday. Ordinary hours of work for afternoon shift shall be worked between 12.00 noon and 10.00pm.
- 18.2** The temporary starting and finishing times of employees working ordinary hours are to be arranged by mutual agreement between the affected employee[s] and their Leader, taking into account the hours that the unit needs to be operational.
- 18.3** At the beginning of this Agreement and at regular times during the life of this Agreement, a list will be circulated for those employees requesting additional hours of work or requesting to work their rostered day off at ordinary hours. An employee may withdraw his or her name from the list at any time or refuse offered work without fear of jeopardising future additional hours at either ordinary hours or overtime rates.
- 18.4** Where an employee has elected in clause 18.3 to work their rostered day off, the employee may elect to have the hours worked:

- (a) Paid out at normal rate in conjunction with fortnightly pay;
- (b) By mutual consent, time accrued under the clause to be taken in a continuous period;
- (c) Accrued and used as additional annual leave within the current financial year;
- (d) Accrued and cashed out at the end of the financial year.

In the event of the termination of an employee's contract of employment, howsoever or for whatsoever reason, the employee shall be paid out by any accumulated time under this arrangement at the ordinary rate at the time of termination of his or her employment contract.

18.5 Employees shall be entitled to an unpaid meal break of a minimum period of 30 minutes after 5 hours of continuous work. With agreement between the Employer and Employee the unpaid meal break can be taken at a time and location convenient to the operations of the service unit.

18.6 The ordinary hours of work shall not exceed ten hours on any day. Provided that in any arrangement of ordinary working hours, where such ordinary hours are to exceed eight and one half hours on any day, the arrangement of hours shall be subject to the agreement between the City and the majority of employees in the section or sections concerned.

18.7 When overtime is worked it should be arranged that an employee will have at least ten hours off duty between the work of successive days.

18.7.1 Employees who work so much overtime between the end of work one day and the start of work the next day that they have not had at least ten hours off should be released from duty without loss of pay until the employee has had ten consecutive hours off.

18.7.2 If an Employee is directed to work without having had at least ten consecutive hours off duty, the employees shall be paid at double time rates until released from duty and shall then be entitled to be absent for such period of ten consecutive hours without loss of pay.

19 OVERTIME

19.1 Overtime shall mean all work performed in excess of, or outside, the ordinary hours of duty determined in accordance with clause 18 - Hours of Work.

19.2 Overtime shall be paid at either overtime rates or time in lieu, at the employees discretion. If overtime is paid as time in lieu, a maximum of 34 hours can be accrued.

19.3 Overtime worked on any day, Monday to Friday inclusive, shall be paid at the rate of time and one half for the first two hours and double time thereafter.

- 19.3.1 Overtime worked on a Saturday prior to 12.00 noon shall be paid at the rate of time and one half for the first two hours and double time thereafter.
- 19.3.2 Overtime worked on a Saturday after 12.00 noon or on a Sunday shall be paid for at the rate of double time.
- 19.4 All work performed on a holiday as prescribed in clause 24 - Public Holidays of this Agreement, shall be paid at the rate of double time and one half.
- 19.5 In computing overtime, each day shall stand alone but when an employee works overtime which continues beyond midnight on any day, the time worked after midnight shall be deemed to be part of the previous day's work for the purpose of this sub clause.
- 19.6 When an employee is called to work after leaving the job:
- (a) They shall be paid for at least three hours at overtime rates;
 - (b) Time reasonably spent in getting to and from work shall be counted as time worked.
 - (c) All call out work will be paid at double time except where the work is carried out on a public holiday in which case the employee shall be paid double time and a half.
 - (d) Multiple call outs during the one three hour period will not result in additional payment for each call out.
 - (e) Where the call out attracts a shift work penalty in accordance with clause 20.2 then that penalty rate shall also apply.
- 19.7 When an employee is required to hold himself/herself in readiness for a call to work after ordinary hours, he/she shall be paid at ordinary rates for the time he/she so holds himself/herself in readiness.
- 19.8 An employer may require any employee to work reasonable overtime at overtime rates and the employee shall work overtime in accordance with such requirement.
- 19.9 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:-
- (a) Any risk to the employee(s) health and safety;
 - (b) The employee's personal circumstances including family responsibilities;
 - (c) The needs of the workplace or enterprise;
 - (d) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (e) Any other relevant matter.
- 19.10 No union or association party to this Agreement, or employee or employees covered by this Agreement, shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this sub clause.

20 SHIFT WORK

- 20.1 The ordinary hours for both day and afternoon shift shall be arranged on the days Monday to Friday inclusive.
- 20.2 An employee when on an afternoon shift shall be paid, for such shift, a loading of 15% more than his/her ordinary rate prescribed by this agreement. All hours worked on weekends shall be paid at penalty rates.
- 20.3 Shift rosters can only be changed by the mutual consent of the City and a majority of the affected employees.
- 20.4 For the purpose of this agreement the following shift definitions shall apply:
- **“Day shift”** means any shift starting at or after 6.00 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 10.00pm.

21 TRAINING, DEVELOPMENT AND MULTISKILLING

- 21.1 The City of Wanneroo is committed to partnering staff in developing a more highly skilled and flexible workforce.
- 21.2 The City believes that quality training and development provides all staff with the opportunity to contribute more effectively by developing their particular abilities and skills relevant to their role and responsibilities and is integral to the City's performance and reputation.
- 21.3 The City of Wanneroo is committed to training and development which:
- 21.3.1 Encourages and assists all staff to develop their skills and knowledge to improve individual and organisational performance and job satisfaction relevant to the employees role and responsibilities.
 - 21.3.2 Assists the City to achieve its strategic objectives.
 - 21.3.3 Ensures equitable access for all staff to development opportunities appropriate to the individual's needs.
 - 21.3.4 Promotes voluntary participation except where required for organisational, legislative, industrial, or health and safety reasons.
 - 21.3.5 Recognises the development of staff as a joint responsibility shared by individuals, staff members, Leaders, Next Up Leaders and the City.

21.3.6 Provides Educational Study Assistance in accordance with the City of Wanneroo Educational Assistance and Study Leave Management Procedure.

21.4 Staff members have a clear responsibility to maintain an adequate skill level to maintain an adequate skill level to maintain adequate performance in their current position and to be ready to assume further responsibilities. In recognition of the benefits of staff development to the individual as well as the City, staff members are encouraged to:

21.4.1 Seek opportunities to upgrade their skills and knowledge required in their current position;

21.4.2 Use constructively the Performance Development process to identify staff development needs and opportunities to their respective Leader.

21.5 Job Transfers and Rotations

21.5.1 Subject to there being mutual agreement employees may be rotated or transferred to alternative duties, either permanently, or temporarily, with consultation and may be supported by relevant learning and development. The objective is to encourage a flexible use of the City of Wanneroo's workforce, support the Service Unit needs and to support multi-skilling.

21.5.2 Employees benefit from the opportunity to develop and enhance their skills. An employee who seeks to work in an alternative area or develop new skills through job rotation, should discuss opportunities with their immediate Leader or raise their interest at the time of their performance development training.

21.5.3 Where management identifies a job transfer or rotation opportunity, the employee will be provided with reasonable notice of the change and will be advised of the dates, location and functions he/she will be performing.

21.5.4 Where a temporary rotation of 3 months or more in duration is to occur, the employee will be provided with written notification of the rotation. On expiry of the rotations, the employee will have a performance development meeting conducted, providing feedback to the employee on his/her performance and identifying skills and experience the employee has developed.

21.5.5 Where a permanent transfer is to occur, the affected employee will be consulted and provided with the opportunity to discuss the impact of the transfer and any concerns he/she may have.

21.5.6 The employee will receive the appropriate rate of pay for the times he/she will be performing for the period of the rotation or

transfer however, not a lesser amount than their normal pay unless the employee has opted to take a lower paid position.

21.6 Multi-skilling

- 21.6.1 Multi-skilling is an opportunity for employees to become more marketable both within the City of Wanneroo and in the Industry in general by learning skills of another position enhancing those that have already been acquired. Some positions may also require an employee to acquire appropriate qualifications, which is outside the scope of this clause.
- 21.6.2 The aim of multi-skilling is to create flexibility among staff so the operation of the City of Wanneroo will not be affected when employees are away from the workplace either for training and development courses, absence or any other leave purpose.
- 21.6.3 Employees, who seek to work in an alternative area or develop new skills through multi-skilling, should discuss opportunities with their Leader or raise their interest at the time of the performance review.
- 21.6.4 The movement of employees will depend upon the time of the year and the work and resources being available. An induction will be conducted for the employee prior to joining the new team and will concentrate on the use of equipment and all safety awareness procedures.
- 21.6.5 Benefits of multiskilling include variety of work, increased motivation, improved skills, job advancement opportunities and being more marketable, increased productivity/improved quality of the product, respect for our own and other skills.

22 ANNUAL LEAVE

22.1 Entitlement

- 22.1.1 An employee is entitled to 4 weeks annual leave with pay for each 12 month period worked.
- 22.1.2 Annual Leave will accrue on a daily basis and employees are entitled to take annual leave during a pro-rata period. However, the employee is not entitled to take annual leave that has not been credited. An employee is not permitted to have a negative annual leave balance.

22.2 Payment of salaries

An employee before going on leave shall be paid the ordinary salary they would have received in respect of the ordinary time, including penalties, allowances and loadings they would have worked had they not been on leave during the relevant period.

22.3 Leave and Public Holidays

If a prescribed holiday falls within an employees period of annual leave and the employee would normally be rostered on that day, then that day will be considered a public holiday and the employee will not be deducted annual leave for that day.

22.4 Leave on Termination

If an employee lawfully leaves their employment for any reason the employee shall be paid for all accrued annual leave.

22.5 Absence from work

If an employee is absent from work on unpaid leave and /or unauthorised unpaid absence the period of unpaid leave will not count as service for annual leave purposes.

22.6 Taking of leave

An employee is to apply, in advance, to their Leader to take annual leave. Approval to take annual leave will depend on the operational needs of the organisation and the employee.

It is the City's preference that annual leave should be taken in one or two periods per year. Other leave arrangements can be agreed between the City and the employee.

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

22.7 Christmas Closedown

An employer, who observes a Christmas closedown to one or more sections of the workforce, may require an employee to take their annual leave for that period.

22.8 Leave in advance and Leave without pay

An employee who is taking a period of annual leave in excess of two weeks may apply to have their salary paid in advance.

An employee, who has been employed by the City of Wanneroo for the twelve months preceding the date of his/her annual leave, shall be allowed a further one week's leave without pay if he/she so requests.

22.9 Casual employees

Casual employees are not entitled to annual leave.

22.10 Cashing out of Annual Leave

- 22.10.1 To fulfil its duty of care obligations and to demonstrate that the City is committed to ensuring the safety and health of all employees, the City endeavours to ensure that employees are "fit for work" whilst on duty. This is done through a process of education, awareness, assistance, counselling and managing leave. The City therefore encourages employees to take regular annual leave in accordance with the Agreement and the City of Wanneroo Leave Management procedure.
- 22.10.2 However in this Agreement an employee may apply to receive payment in lieu of annual leave (not including pro-rata balances) accrued up until the expiry of this Agreement, provided the application is in writing and:
- 22.10.2.1 The employee has taken at least ten (10) days annual leave in the preceding 12 months;
 - 22.10.2.2 A balance of at least four (4) weeks leave must be remaining after the cashing out is completed;
 - 22.10.2.3 Once payment has been made in lieu of the annual leave entitlement, that payment cannot be revoked in order to restore leave entitlements;
 - 22.10.2.4 Cashing out of annual leave can only be requested because of a special situation or unusual circumstances, which will be determined and approved by the relevant Director.
- 22.10.3 The employee will be subject to tax on any amount paid under this Clause pursuant to the *Income Assessment Act 1936* and the Employer will make the appropriate deduction from the payment.

23 LONG SERVICE LEAVE

- 23.1 An employee is entitled to 13 weeks paid long service leave after the completion of 10 years continuous service, which shall be available pro-rata after 7 years. Part-time workers are entitled to long service leave on a pro rata basis.
- 23.2 The full terms and conditions for eligibility to Long Service Leave under this Agreement are in accordance with the provisions set out in the Local Government {Long Service Leave} Regulations (excluding prohibited content). The following subclauses provide a summary of those provisions:
- 23.2.1 **Taking Leave**
An employee is required to provide at least two months notice of their intent to take leave. This will ensure that the operation of the service unit is not impeded and a suitable replacement can be sourced.

For shorter periods of leave the employer may accept a short period of notice, however, this will be at the employer's discretion.

23.2.2 Payment of Leave

Prior to commencing leave an employee may elect to have their salary for the period of long service leave paid on a fortnightly basis or paid in a lump sum. This option needs to be indicated on the leave form prior to submitting the form to the appropriate Leader for approval.

23.2.3 Leave on Double Pay

An employee may elect to take their entitled long service leave on double pay but remain on leave for half the amount of time.

23.2.4 Leave on Half Pay

An employee may elect to take their entitled long service leave on half pay but remain on leave for double the amount of time. The Leader will need to approve the extended leave, giving consideration to the effective operations of the service unit.

23.2.5 Public Holidays

If a public holiday falls within a period on long service leave, then the day the public holiday falls is considered long service leave and the public holiday will be lost.

The period of long service leave will not be extended to include the public holiday, in effect the public holiday is lost.

23.2.6 Termination of Employment

Where the service of a worker, who has previously become entitled to long service leave, is terminated in any circumstances otherwise than by his employer for serious and wilful misconduct and the employee does not, within the timeframe stated in 13.1.1, whichever is the longer, enter the service of another employer the worker shall be entitled to payment of the accrued leave and the employee will no longer be entitled to take the subject leave.

23.2.7 Portability of Long Service Leave

23.2.7.1 An employee is entitled to long service leave after 10 years continuous service with Local Government. Entitlement to long service leave will be carried over from Local Government to Local Government.

23.2.7.2 For the purposes of determining the entitlement of a worker to long service benefits under these regulations the service of a worker shall be regarded as continuous notwithstanding:

- (a) Any absence of the worker from duty if leave of absence has been granted by their employer;
- (b) The absence of the worker on account of national service if the period of absence is deemed to be included in the service of the worker for the purpose of these regulations.
- (c) There being a period of time between the worker 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:
 - (i) The period in respect of which payment has been made by the first-mentioned employer in lieu of the worker's accrued and pro rata leave entitlements; or two weeks whichever is the longer.

23.2.7.3 Each Local Government Authority will be responsible for the payment of long service leave accrued whilst the employee was employed with them and will, upon receipt of the invoice from the current Local Government employer pay the proportion of long service leave accrued whilst in their employ.

23.2.7.4 Portability of long service leave entitlements does not occur when the employee leaves and commences with another employer other than Local Government.

23.3 Taking of leave

Employees may with the agreement of the employer take their accrued long service leave in periods of 1 week or greater.

23.4 Absence from work

If an employee is absent from work on unpaid leave and /or unauthorised unpaid absence the period of unpaid leave will not count as service for long service leave purposes.

24 PUBLIC HOLIDAYS

An employee shall be entitled to holidays without deduction of pay on the following days:

- New Years Day, Good Friday, Easter Monday, Christmas Day, and Boxing Day and

- The following days, as prescribed in Western Australia, Australia Day, Anzac Day, Queens Birthday, Labour Day and Foundation Day.

24.1 Holidays in Lieu:

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

24.2 Working on Public Holidays

- 24.2.1 Where an employee is required to work on a public holiday they will be paid for all time worked at the rate of double time and one half.
- 24.2.2 By agreement between the employer and the employee concerned, the employee may be granted time off in ordinary hours equivalent to the penalty rate, without loss of pay at a mutually agreed time.
- 24.2.3 If an employee is not rostered to work on a public holiday, but is recalled to work on that day the employee is entitled to be paid a minimum of 3 hours work at the appropriate rate. Time reasonably spent travelling to and from work shall be counted as work time.
- 24.2.4 If on any public holiday not prescribed as a holiday under this agreement, the employer's establishment or place of business is closed, in which case an employee need not present themselves for duty, payment may be deducted. However, if work is done, ordinary rates shall apply.

24.3 Substitute days

- 24.3.1 An employer, with the agreement of the affected employee which is a party to this Agreement, may substitute another day for any prescribed in this clause.
- 24.3.2 An employer and his or her 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.
- 24.3.3 An agreement pursuant to 21.3.1 shall be recorded in writing and be available to every affected employee.

25 PERSONAL LEAVE

25.1 Paid personal leave is available to an employee when they are absent on:

25.1.1 Paid leave (sick leave) taken by an employee because of a personal illness, or injury, of the employee; or

25.1.2 Paid or unpaid leave (carer's leave) taken by an employee to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:

25.1.2.1 a personal illness, or injury, of the member; or

25.1.2.2 an unexpected emergency affecting the member.

25.2 Entitlement

25.2.1 A full time employee is entitled to receive up to 76 Hours personal leave per annum credited to them on a daily basis. A part time employee is entitled personal leave proportional to the hours they are contracted to work to a full time employee

25.2.2 An employee is entitled to take any accrued personal leave, for either sick leave or carer's leave purposes. However, an employee is not entitled to go into negative sick leave nor can they apply for sick leave in advance.

25.2.3 If an employee does not exhaust all their personal leave entitlements in the accrual year, then the balance will be carried forward to the following year.

25.2.4 A maximum of 76 Hours per calendar year may be used from personal leave entitlements for carer's leave purposes.

25.2.4 A casual employee is not entitled to Personal Leave except as defined at Clause 25.3.

25.3 Casual Employees

25.3.1 Subject to evidentiary and notice requirements contained within this clause, casual employees shall be entitled to not attend or to leave work for unexpected emergencies, birth of a child, death of an immediate family, or household member for family care purposes.

25.3.2 The period of absence shall be agreed between the employer and employee or, failing agreement, shall be up to two [2] days unpaid per occasion.

25.3.3 An employer must not fail to re-engage a casual employee after a period of personal leave if there is still work to be carried out.

25.4 Immediate Family or Household

- 25.4.1 The entitlement to carer's leave or compassionate leave are subject to the person in respect to who the leave is being taken for being either:
- (a) A member of the employee's immediate family or
 - (b) A member of the employee's household
 - (c) Someone with whom the employee has a special relationship (evidence of this special relationship may be requested by Management prior to making a determination of the leave request).
- 25.4.2 The term immediate family includes:
- (a) A spouse or partner (including a former spouse, a de-facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person who lives with the employee on a bona fide domestic basis. And
 - (b) A child or 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.

25.5 Evidence

- 25.5.1 An employee is not required to provide evidence of their period of illness or injury, unless specifically requested by their Leader.
- 25.5.2 In keeping with the information of self-managing semi-autonomous work groups, any employee who finds that he/she will be absent from work will notify his/her Leader as soon as possible, preferably before the commencement of work.
- 25.5.3 In circumstances where the employer has had no contact with the employee, ie. the employee is too ill to notify of his/her absence by the second hours of operations, the Leader may in the first instance ring the employee's home and should there be no answer, make arrangements to call upon the employee's home to ascertain the reason for absence and where necessary offer assistance. Such actions will be consistent with prevailing civil laws.

25.6 Notice of intent to take personal leave

- 25.6.1 An employee must advise their immediate Leader of their intent to take personal leave. Contact must be made with the Leader, or in the absence of the Leader, the Next Up Leader to advise of their absence.
- 25.6.2 Contact should be made, prior to the commencement of duty, where possible, or where not, within 1 hour of the usual start time. Contact should be made, stating:

- (a) The reason for the leave (sick or carer's)
- (b) The estimated return time or date; and
- (c) Any urgent matters or meetings that need attention.

25.6.3 If contact is not made within this time, the Leader or Next Up Leader will try to contact the employee by telephone (both home and mobile). If contact cannot be made, the employee's emergency contacts will be contacted to advise that the employee has not arrived at work.

25.6.4 This is to ensure the safety of the employee. If in extreme circumstances the employee and their emergency contacts are not able to be contacted, and they have not returned the City's call within 10 hours, the City, if still unable to make contact, will contact the police to ensure the safety of the employee.

25.7 Workers Compensation

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

25.8 Personal Leave during Annual Leave

25.8.1 This entitlement is in accordance with the National Employment Standards.

25.8.2 If an employee is sick during a period of annual leave, then the annual leave will be re-credited to the employee. This must be supported by a medical certificate (a statutory declaration will not be accepted in this matter).

25.8.3 Annual leave will only be re-credited if the employee has an entitlement to personal leave. An employee will not be able to use personal leave in advance. If the employee does not have an entitlement to personal leave, then they can use some other form of paid leave, or unpaid personal leave.

25.9 Unpaid Personal Leave (for carers purposes)

Where an employee has exhausted their paid entitlement they shall be entitled to unpaid personal leave. The period of absence shall be agreed between the employer and the employee or failing agreement shall be up to 2 days per occasion.

25.10 Leave for special circumstances

25.10.1 An employee who will be a primary care giver to an immediate family member or household member who is terminally ill, may use their entitled personal leave for carers leave purposes. This will allow an employee to care for the person, whilst being able to access their entitled personal leave.

- 25.10.2 This entitlement will only apply to employees who need to provide care for a terminally ill family member. To access this entitlement a letter from a medical practitioner needs to be submitted to the employer, detailing:
- (a) The name of the person requiring care and their relationship to the employee
 - (b) An estimated time the employee is required to provide that care
 - (c) Any other matters that may assist the employer to determine the employee's entitlement to the leave.
- 25.10.3 Each matter will be dealt with on a case-by-case basis, and the employer will consider allowing the employee access to their accrued annual leave and long service leave in the first instance.

25.11 Compassionate Leave

- 25.11.1 An employee is able to access two days paid compassionate leave for the purposes of:
- (a) Spending time with a person who is a member of their immediate family or household who has a personal illness or injury that poses a serious threat to his or her life; or
 - (b) After the death of a member of the employee's immediate family or household.
- 25.11.2 Compassionate leave may be taken either in a two day block or single days depending on the employee's preference.
- 25.11.3 The employer may in some circumstances request the employee provide evidence of the relationship to the person who requires care.
- 25.11.4 Where an employee has exhausted their paid entitlement they shall be entitled to unpaid compassionate leave. The period of absence shall be agreed between the employer and the employee or failing agreement shall be up to 2 days per occasion.
- 25.11.5 Where a family or household member defined in subclause 25.4 of this clause dies outside of Australia an employee shall be entitled to three [3] paid days absence per occasion.

25.12 Portability of Personal Leave

An employee may request a letter detailing their current balance of personal leave, upon termination, to present to their new Local Government employer. It will be at the discretion of the new Local Government employer if they accept and allow the transfers of personal leave credits.

In either case the City of Wanneroo will not be liable for the payment of such personal leave.

25.13 Absence from work

If an employee is absent from work on unpaid leave and /or unauthorised unpaid absence, the period of unpaid leave, in excess of 2 weeks, will not count as service for personal leave purposes.

26 PARENTAL LEAVE

The provisions of this clause only apply to full-time, regular part-time employees and eligible casual employees (as defined by the Fair Work Act).

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

26.1 Definitions

- 26.1.1 For the purpose of this clause **“child”** means a child of the employee under the age of one year except for adoption of a child where ‘child’ means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
- 26.1.2 In relation to 26.2.7, **“employee couple”** means two national system employees that are spouse or defacto partner of the other.
- 26.1.2 Subject to 26.1.3, in this clause, **“spouse”** includes a de facto or former spouse.
- 26.1.3 In relation to 26.4, **“spouse”** includes a de facto spouse but does not include a former spouse
- 26.1.4 **“Primary care giver”** is the employee who will assume the principal role for the care and attention of a child.

26.2 Basic entitlement

- 26.2.1 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.
- 26.2.2 Employees who are the primary care giver of a newborn child, or of an adopted child under the age of 5 years, are entitled to six weeks paid parental leave. This will form part of the 52 weeks parental leave entitlement.

- 26.2.3 Employees who are NOT the primary care giver of a newborn child, or of an adopted child under the age of 5 years, are entitled to take one week paid parental leave upon the birth of adoption of the child.
- 26.2.4 Part time employees are entitled to paid parental leave paid on a pro-rata basis. The payment for the leave will be determined on the part time roster on the two weeks preceding the period of leave.
- 26.2.5 All existing entitlements will accrue during the period of paid leave.
- 26.2.6 Paid parental leave can be taken at half pay (ie. twelve weeks leave).
- 26.2.7 Subject to 26.2.3, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both members of an employee couple may simultaneously take:
- (a) an unbroken period of up to 8 weeks unpaid leave at the time of the birth of the child which may include separate periods provided each period is not shorter than 2 weeks.
 - (b) for adoption leave, an unbroken period of up to 8 weeks unpaid leave at the time of placement of the child which may include separate periods provided each period is not shorter than 2 weeks.

26.3 Application for Parental Leave

- 26.3.1 An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
- 26.3.1.1 Of the expected date of confinement (included in a certificate from a registered medical practitioner confirming the pregnancy) – at least ten weeks;
 - 26.3.1.2 Of the date on which the employee proposes to commence parental leave and the period of leave to be taken – at least four weeks.
 - 26.3.1.3 Confirmation that they will be the Primary Care Giver of the child.
- 26.3.2 When the employee gives notice under 26.3.1(a) the employee must also provide a statutory declaration stating particulars of any period of parental leave sought or taken by their spouse and that for the period of parental leave they will not engage in any conduct inconsistent with their contract of employment.
- 26.3.3 An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

- 26.3.4 Subject to 26.2.1 and 26.3, 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 birth.
- 26.3.5 Where an employee is pregnant and 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.

26.4 Special parental leave

- 26.4.1 Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
- 26.4.2 Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.
- 26.4.3 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.
- 26.4.4 Where leave is granted under 26.3.4, 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.

26.5 Parental Leave – (Adoption leave)

- 26.5.1 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.
- 26.5.2 Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

- (a) The employee is seeking adoption leave to become the primary caregiver of the child;
- (b) Particulars of any period of adoption leave sought or taken by the employee's spouse; and
- (c) That for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

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

26.5.4 Where the placement of 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.

26.5.5 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.

26.5.6 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.

26.6 Variation of period of parental leave

Unless agreed otherwise between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change to be notified at least four weeks prior to the commencement of the changed arrangements.

26.7 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.

26.8 Transfer to a safe job

26.8.1 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 their substantive position until the commencement of maternity leave.

- 26.8.2 If the transfer to a safe job is not practicable, the employee may elect to commence parental leave for such period as is certified necessary by a registered medical practitioner.

26.9 Returning to work after a period of parental leave

- 26.9.1 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.

- 26.9.2 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 26.8, the employee will be entitled to return to the position they held immediately before such transfer.

- 26.9.3 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.

- 26.9.4 An employee may request up to twelve months additional unpaid parental leave. The request must be received, in writing, by the employer at least four weeks prior to the conclusion of the initial period of parental leave.

26.10 Replacement employees

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

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

26.11 Communication During Parental Leave

- 26.11.1 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:

- 26.11.1.1 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

26.11.1.2 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.

26.11.1.3 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.

26.11.1.4 The employee shall also notify the employer of changes if address or other contact details which might affect the employer's capacity to comply with clause 26.11.1.

26.12 Casual Employees

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

26.12.1 the employee or employee's spouse is pregnant; or

26.12.2 the employee is or has been immediately absent on parental leave.

26.13 Request for Flexible Working Arrangements

After twelve months of continuous service, an employee, who is a parent of or who has responsibility for the care of, a child under school age, may request flexible working arrangements. The request must be made in writing and must detail the changes requested and the reasons for the request.

27 EMPLOYMENT QUALIFICATIONS

27.1 Renewal of Qualification

Where an employee is required to hold a current qualification to meet the minimum requirements of their position, and the qualification requires periodic renewal, the City of Wanneroo will pay the cost of the refresher training.

27.2 Driver's License

27.2.1 An employee who is responsible for driving a Council vehicle must immediately, formally, advise their Leader in the event of any loss or suspension of their Driver's License. In such an

event, where the loss or suspension is for 12 months or less, the City in conjunction with the employee will seek to cover the period through either a combination of:

- Alternative duties
- Paid leave
- Leave without pay.

27.2.2 Where the suspension or loss of license is for a period greater than 12 months or there are repeat offences in the same 12 months, the contract of employment for that employee will be reviewed. In these circumstances each case will be treated on its merits.

This Clause shall not operate to diminish either party's rights under this Agreement.

27.2.3 The employee is responsible for the cost of all drivers licence renewals and where required undertake any refresher qualification in their own time.

27.2.4 Where an employee does not have a current drivers license and they are caught driving a council vehicle, disciplinary action will be taken.

27.2.5 If the employee is driving a council vehicle without a current license and they are caught by the Police, the Police may impound the vehicle. If this is the case, then the employee will be responsible for any cost incurred including the cost associated with hiring a replacement vehicle for the period of impoundment.

28 PURCHASE OF ADDITIONAL LEAVE

28.1 The Purchase of Additional Leave Scheme is a benefit, which recognises the value of employees to the City of Wanneroo. It is designed to provide permanent staff with an opportunity to obtain additional leave from their normal duties (eg for the purpose of study, or travel, accompanying a partner to another location, care of a family member) while retaining their link with the City with a view to their return to work after the additional leave.

28.2 An employee may seek and agree to be paid 48/52 of their salary, and after working for 48 weeks take an additional 4 weeks paid leave for that year. Such additional leave arrangements require the recommendation of their respective Leader and approval of their Next Up Leader. In assessing applications, consideration will be given to:

- Employees' current leave balances;
- Impact on service delivery; and
- Capacity to fund replacement.

Such additional leave arrangements are subject to the same approval processes that apply to annual leave.

- 28.3 The additional four weeks leave will normally be taken at the conclusion of 48 weeks of employment, except where otherwise agreed between the employee and their Leader.
- 28.4 Where a staff member takes leave in accordance with this clause, the period of non-attendance shall not constitute a break in service and shall count as service for all purposes of this Agreement.
- 28.5 An employee may withdraw in writing from this scheme before completing the required 48 weeks, in which case a lump sum payment of the salary package (including superannuation) forgone to that time will be made.
- 28.6 Before electing for this arrangement, the employee must clear any annual leave backlog, which is greater than a two-year accrual.
- 28.7 The basis of this work arrangement is on ordinary hours, as per Clause 18.1.
- 28.8 Part time staff shall be eligible to apply for additional leave under this Clause on a pro rata basis.

29 OCCUPATIONAL SAFETY AND HEALTH

- 29.1 The City of Wanneroo is committed to implementing an effective and comprehensive occupational safety and health program.
- 29.2 The City of Wanneroo recognises that the safety and health of its employees are of prime importance and will undertake to provide all the necessary training, guidelines safety material and equipment necessary to ensure a safe working environment.
- 29.3 Equally the employee agrees to comply with the City's safety standards and statutory obligations and will continue to contribute and participate in all scheduled workplace safety briefings, committee meetings, training and other initiatives. This includes full cooperation in the further development of documentation and practices that will enhance the City's ability to obtain Work-Safe Certification or equivalent standard. Should the Work-Safe Certification program cease to operate, certification by a qualified independent person will suffice.
- 29.4 This cooperation will include although not be limited to the following:
- (a) Compliance with the safety management process of Identification, Assessment, and Control of risks prior to the commencement of work.
 - (b) So far as is practicable complying with the City's standard work methods (i.e., Task Procedures).
 - (c) Report Hazards, and where unable to undertake remedial action, take appropriate control measures.
 - (d) Ensure contractor compliance with the City's standards and statutory obligations.
 - (e) Cooperation and compliance with the City's injury management and return to work procedures now in operation.

- (f) Cooperation and compliance with the City's Fitness for Work Policy.

29.5 Each employee acknowledges their personal responsibility to be fit for work and to work in a safe manner. Also to have an active interest in their own personal safety, and that of their fellow employees and other people on the worksite.

29.6 Where an employee is injured at work the City will work with the employee and support agencies toward a full recovery.

30 SUPERANNUATION AND SALARY PACKAGING

30.1 Superannuation

- (a) The City of Wanneroo makes superannuation contributions on the employee's behalf in accordance with the *Superannuation Guarantee (Administration) Act 1992* and this Agreement into WA Super or a complying fund of the employee's choice.

In the event an employee self-contributes, the City will match the additional contribution, up to a maximum of 15% (compulsory plus additional).

30.2 Salary Packaging

It is agreed that Salary Sacrifice for superannuation contributions will be made available to the employees contributing to a nominated, complying superannuation fund.

The City may make available to employees covered by this Agreement the opportunity to participate in a salary-packaging scheme. The City shall engage the services of a reputable contractor for the purpose of implementing and administering such a scheme. Employees are responsible for obtaining their own independent financial advice as it relates to any salary sacrifice arrangement.

31 REDUNDANCY

A redundancy exists where the City is no longer able to provide employment to an employee in his / her existing position or in another position with similar job/ skill requirements that the City has identified as being suitable alternative employment. Where a redundancy has occurred, the employee will be unable to be rehired by the City in any capacity for a period of at least 12 months, calculated from the effective date of the redundancy.

31.1 Job Transfer

These redundancy provisions do not apply to job transfers or rotations.

31.2 Communication

Where a definite decision has been made by the City that results in a position being made redundant, the City will discuss the matter with the affected employee/s and where requested by the employee, notify the employee's representative as soon as practicable. The discussions will consider alternatives to redundancy and ways to minimise the impact of the redundancy on the affected employee/s.

31.3 Support Services

The following support services will be made available to employees who are affected by redundancy and who do not accept a Voluntary Severance Package in accordance with Clause 31.4.4:

- (a) Paid time off to job search and attend interviews – 8 hours during the 4-month redeployment period.
- (b) Financial advisory sessions – total maximum of 3 hours.
- (c) Personal or job-related counselling – total maximum of 3 hours.

31.4 Process

Where a position has been made redundant, the following steps (in order) will be undertaken with the affected employee.

Alternative Employment

- 31.4.1 To mitigate the effects of the redundancy, the City wherever possible and practicable will offer suitable alternative employment to the affected employee within the City.

Suitable alternative employment is generally employment which is similar to the responsibilities, authorities, qualifications, experience and competence of the employees' original position.

- 31.4.2 Should the City after a period of up to four months (redeployment period) be unable to provide two offers of suitable alternative employment, then the provisions of Clause 31.4.4 will apply. However, should the employee refuse two offers of suitable alternative employment, then the provisions of Clause 31.4.5 will apply.

The redeployment period ends at the time the employee is offered a second suitable alternative employment option or four months following being advised of the redundancy (whichever occurs first).

- 31.4.3 Where an employee is offered an alternative position at a lower level, the base salary of their original position shall be maintained for a period of 24 months. There shall be no entitlement to any further increase until such time as the salary relevant to the lower position is equal to the maintained salary. Further, the employee will be placed at the highest step of the lower position to minimise the salary impact.

Salary maintenance relates to the base rate and does not include overtime. The base rate includes allowances and over Agreement payments. Where the base rate is variable, the rate will be the average base pay over the previous 3 months.

Voluntary Severance Package

31.4.4 At the commencement of seeking alternative employment, the employee may also be offered the option of accepting a Voluntary Severance Package in lieu of redeployment. Should the employee accept a Voluntary Severance Package or where the City has not been able to make two offers of suitable alternative employment, the following will be paid in addition to leave entitlements:

- (a) Payment in lieu of notice - four weeks plus one week if the employee is aged over 45 years.
- (b) Three weeks' pay for each year of completed service with the City, capped at a maximum of 64 weeks.
- (c) Where an employee has been employed with the City for a minimum of five years continuous service, pro-rata long service leave shall be provided if the employee is not otherwise entitled to pro-rata long service leave under this Agreement and the Local Government Long Service Leave Regulations.

Redundancy Package

31.4.5 In the event the employee refuses two offers of suitable alternative employment, the following Redundancy Package will be paid in addition to leave entitlements:

- (a) Payment in lieu of notice, of four weeks plus one week if the employee is aged over 45 years, in the event the redeployment period is less than the notice period prescribed in this sub-clause.
- (b) Payment for each year of service – consistent to the NES. In addition, the employee will also be provided a gross payment of four weeks' pay or \$5000 (whichever is greater), provided the employee has completed at least four years' continuous service with the City prior to the City making the determination that the position held is redundant.
- (c) Where an employee has been employed with the City for a minimum of five years continuous service, pro-rata long service leave shall be provided if the employee is not otherwise entitled to pro-rata long service leave under this Agreement and the Local Government Long Service Leave Regulations.

Employee Leaving During Notice Period

31.4.6 An employee affected by redundancy may terminate their employment during the redeployment period. In such case, the employee will be entitled to the Redundancy Package but will not be entitled to payment in lieu of notice.

32 COMMITMENT TO PERMANENT EMPLOYMENT

32.1 The parties are committed to working together to ensure that permanent employment is the preferred form of employment at the City of Wanneroo. The parties see this form of employment as a means of enriching the wellbeing of individuals as well as providing them with long term meaningful work.

32.2 The City is committed to a policy of employing permanent full time employees over temporary/casual staff or persons employed through a third party, unless the nature of the work, operational requirements or seasonal variations necessitates the employment of casual or temporary staff.

32.3 TEMPORARY EMPLOYEES (FIXED TERM)

32.3.1 A temporary employee means an employee engaged on a Fixed Term Contract for a specific period of time, or a specific project. A temporary employee may be employed on a full time or part time basis receiving all those entitlements consistent with their terms of engagement under this Agreement, unless specified otherwise in the employment contract.

32.3.2 From the commencement of this Agreement, where an employee has been appointed on more than two rolling fixed-term contracts for exactly the same position; and the period of such contracts has exceeded 12 months; and the employee has been assessed as 'meets expectations' (as a minimum) for each of their annual performance appraisals for the duration of their temporary employment in the position; and the City's Recruitment Policy is not breached, the employee may be permanently appointed to the position, unless the position is:

- held by another employee; or
- for specific purposes i.e. project work; or
- funded by an external body and further funding is confirmed as unlikely to continue in the foreseeable future, and Council has determined the service is unlikely to continue.

33 CLASSIFICATION DEFINITIONS

Classification Definitions are attached as appendix one.

34 ALLOWANCES

34.1 Fares and travelling time

- 34.1.1 An employee who, on any day, or from day to day, is required to work at a job away from his/her usual headquarters, depot or other workplace shall, at the direction of his/her employer, present himself/herself for work at such job, at the usual starting time.
- 34.1.1.1 An employee to whom 31.1.1 applies shall be paid at ordinary rates for the time spent in travelling between his/her home and the job and shall be reimbursed for any fares incurred in such travelling, but only to the extent that the time so spent and the fares so incurred exceed the time normally spent and the fares normally incurred in travelling between his/her home and his/her accustomed workshop or depot.
- 34.1.1.2 An employee who, with the approval of his/her employer, uses his/her own means of transport for travelling to or from outside jobs, shall be reimbursed the excess fares and paid travelling time which he/she would have incurred in using public transport unless he/she has an arrangement with his/her employer for a regular allowance.
- 34.1.2 For travelling during working hours from and to the employer's headquarters, depot or other workplace, or from one job to another, an employee shall be paid by the employer at ordinary rates. The employer shall reimburse all fares and reasonable expenses in connection with such travelling.

34.2 Higher duties

- 34.2.1 Where an employee is authorised to perform any duty for which a wage higher than that of his/her own grade is fixed by this agreement, for more than one day or shift, he/she shall receive for the time so worked the wages specified for each higher grade duty.

34.3 Team Leader Allowance

- 34.3.1 An allowance of \$1,500 per annum, has been included in the base salary for LC5 (Team Leader) and no extra claim can be made.

34.4 Meal allowance

- 34.4.1 Subject to the provisions of 34.4.2(a), an employee required to work overtime for more than two hours shall be paid \$14.08 for a meal and, if owing to the amount of overtime worked, a second or subsequent meal is required he/she shall be paid \$14.08 for each meal so required. This shall not apply where meals are provided by the employer at the employer's cost.
- 34.4.2 This rate will be adjusted in accordance with any adjustment made to the tool allowance at 15.1 of the Local Government Industry Award 2010.
- 34.4.3 The provisions of 34.4.1 do not apply:
- (a) in respect of any period of overtime for which the employee has been notified on the previous day or earlier that he/she will be required;
 - or
 - (b) to any employee who lives in the locality in which the place of work is situated in respect of any meal for which he/she can reasonably go home.
- 34.4.4 If an employee to whom 34.4.3(a) applies has, as a consequence of the notification referred to in that paragraph, provided himself/herself with a meal or meals and is not required to work overtime or is required to work less overtime than the period notified, he/she shall be paid, for each meal provided and not required, the appropriate amount prescribed in 34.4.1.

34.5 Special rates

- 34.5.1 All employees engaged on fire fighting duties shall be paid at the rate of \$0.52 cents per hour in addition to their ordinary rate of wage for the time so employed.
- 34.5.2 All employees working in shafts, trenches or excavations shall be paid the following monies in addition to their ordinary rate of wage:
- 34.5.2.1 when working between 1.829 metres and 6.096 metres below the surface, the amount of \$2.48 per day;
 - or
 - 34.5.2.2 when working more than 6.096 metres below the surface, the amount of \$3.50 per day.

34.6 Vehicle allowance

34.6.1 Definitions

In this sub-clause the following expressions shall have the following meaning:

- (a) **“Metropolitan area”** means that area within a radius of 50 kilometers from the Perth railway station;
- (b) **“South West land division”** means the South West Land Division as defined by section 28 of the *Land Act, 1933-1972* excluding the area contained within the metropolitan area.

34.6.2 An employee who is required to supply and maintain a motor vehicle for use when travelling on official business as a term of employment shall be reimbursed in accordance with the appropriate rates set out in Table 1 for journeys travelled on official business and approved by the employer.

34.6.3 Where an employee in the course of a journey travels through two or more separate areas, reimbursement shall be made at the appropriate rate applicable to each of the areas traversed as set out in Table 1.

34.6.4 An employee who is not required to supply and maintain a motor vehicle for use when travelling on official business as a term of employment, but when requested by his/her employer voluntarily consents to use the vehicle shall for journeys travelled on official business approved by the employer be reimbursed all expenses incurred in accordance with the appropriate rates set out in Tables 2 or 3.

TABLE 1 – MOTOR CAR

Area and Details	Engine displacement (in cubic centimeters)		
	Over 2600cc	Over 1600 – 2600cc	1600cc and under
	Cents per kilometer		
Metropolitan area			
First 4000km	151.7	128.6	104.2
Over 4000 - 8000km	63.7	54.7	46.0
Over 1800 - 1600km	34.4	30.1	26.6
Over 16000km	36.0	30.8	26.7
South west land division			
First 4000km	156.3	132.9	108.4
Over 4000 - 8000km	66.0	56.8	48.0
Over 1800 - 1600km	35.9	31.4	27.8
Over 16000km	37.2	31.7	27.5
North of 23.5 south latitude			
First 4000km	172.9	147.4	120.9
Over 4000 - 8000km	72.3	62.2	52.7
Over 1800 - 1600km	38.7	33.9	30.0
Over 16000km	38.3	32.6	28.3
Rest of the State			
First 4000km	160.2	136.8	111.2
Over 4000 - 8000km	68.0	58.4	49.2
Over 1800 - 1600km	36.9	32.2	28.5
Over 16000km	37.7	32.1	27.9

TABLE 2 – MOTOR CAR

Area and Details	Engine displacement (in cubic centimeters)		
	Over 2600cc	Over 1600 – 2600cc	1600cc and under
	Cents per kilometre		
Metropolitan area	71.0	60.9	50.9
South west land division	73.5	63.1	53.0
North of 23.5 south latitude	80.7	69.3	58.4
Rest of the State	75.7	64.9	54.4

TABLE 3 - MOTOR CYCLE

Distance travelled during a year on official business	Rate c/km
Rate per kilometre	26

34.6.5 An employee who is required by the employer to use his/her four-wheel drive vehicle because of the nature of the terrain to be traversed and/or weather conditions shall be paid an allowance in addition to the allowance prescribed in 34.6.4. The amount of such allowance shall be fixed by agreement between the employer and the employee in the light of the particular circumstances calling for the use of a four-wheel drive vehicle.

34.6.6 An employee who is required by the employer to use his/her trailer for the purpose of carrying material, other than the employee's own tools, for the employer, shall be paid an allowance in addition to the rates prescribed in 34.6.4. The amount of such an allowance shall be fixed by agreement between the employer and employee in the light of the particular circumstances in which the trailer is used.

34.7 Adjustment of Rates

34.7.1 The rates prescribed in Clauses 34.5 and 34.6 will be further adjusted in line with movements of the Annual Consumer Price Index figure for the September quarter of 2014.

34.7.2 For the purposes of clause 34.7.1 the Consumer Price Index shall be determined by taking the Annual National Weighted Average for all 8 Capital Cities for the September quarter in 2014. This figure will be printed by the Australian Bureau of Statistics in catalogue 6401.

34.8 Tool Allowance

Employees will provide and maintain tools ordinarily required to perform work as a tradesperson or apprentice. This includes hand tools up to 1 inch, including spanners, sockets etc., in accordance with the Industry Standard. The City of Wanneroo will provide all necessary power tools, special purpose tools, precision measuring tools and non-tool box tools, i.e. tools that cannot fit into a toolbox e.g. press, grinder, jacks etc.

The City will pay employees who are required to provide their own tools an all purpose allowance of \$18.25 per week. This rate will be adjusted in accordance with any adjustment made to the tool allowance at 15.3 of the Local Government Industry Award 2010.

Mechanics are required to possess safe and serviceable tools and shall replace or pay for any tools supplied by the City if lost through the employees' negligence.

35 PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING

35.1 The City shall where necessary and relevant provide employees with all protective clothing, boots and equipment required, including safety glasses, which shall be replaced on a fair, wear and tear basis.

35.2 Employees must at all times wear or use the appropriate safety clothing or equipment as required to carry out the specific task.

35.3 Where any clothing is provided by the employer it shall remain the property of the City, and the employee shall take responsible care of such clothing.

35.4 The employee shall clean and maintain personal protective equipment, clothing and tools to a standard required by the employer, during rostered ordinary hours of work.

35.5 The employee is responsible for the care and safekeeping of all clothing and equipment issued and all protective clothing and equipment shall be replaced on a fair wear and tear basis.

35.6 The City shall provide protective footwear relevant to the safety requirements and general working conditions and such footwear will be replaced on a fair wear and tear basis.

36 WITNESS/JURY DUTY

- 36.1** An employee required to serve on a jury or as a witness, shall as soon as practicable, after being summoned to serve, notify the Leader/manager.
- 36.2** An employee required to serve on a jury or as a witness shall be granted leave of absence on full pay, but only for such period as is required to enable the employee to carry out duties as a juror or witness.
- 36.3** An employee granted leave of absence on full pay as prescribed in subclause of this clause is not entitled to claim or retain any juror's fees.

37 DEFENCE FORCE RESERVES LEAVE

- 37.1** The City will grant leave of absence for the purpose of Defence service to an employee who is a volunteer member of the Defence Force Reserves or the Cadet Force. Defence service means service, including training, in a part of the Reserves or Cadet Force.
- 37.2** Leave of absence may be paid or unpaid in accordance with the provisions of this clause.
- 37.3** Application for leave of absence for Defence service shall, in all cases, be accompanied by evidence of the necessity for attendance. At the expiration of the leave of absence granted, the officer shall provide a certificate of attendance to the City.

37.4 Paid Leave

- 37.4.1** An employee who is a volunteer member of the Defence Force Reserves or the Cadet Force is entitled to paid leave of absence for Defence service, subject to the conditions set out in this clause.
- 37.4.2** Part-time employees shall receive the same paid leave entitlements as full-time employees but payment shall only be made for those hours that would normally have been worked but for the leave.
- 37.4.3** On written application, an employee shall be paid salary in advance when proceeding on such leave.
- 37.4.4** Casual officers are not entitled to paid leave for the purpose of Defence service.
- 37.4.5** An officer is entitled to paid leave for a period not exceeding 105 hours on full pay in any period of twelve months commencing 1 July in each year.
- 37.4.6** An officer is entitled to a further period of leave, not exceeding 16 calendar days, in any period of twelve months commencing on July 1 in each year. Pay for this leave shall be at the rate of the difference between the normal remuneration of the

employee and the Defence Force payments to which the employee is entitled, if such payments do not exceed normal salary. In calculating the pay differential, pay for Saturdays, Sundays, Public Holidays and rostered days off is to be excluded, and no account is to be taken of the value of any board or lodging provided for the employee.

37.5 Unpaid Leave

37.5.1 Any leave for the purpose of Defence service that exceeds the paid entitlement prescribed in subclause 34.4 of this clause shall be unpaid

37.5.2 Casual employees are entitled to unpaid leave for the purpose of Defence service.

37.6 Use of Other Leave

37.6.1 An employee may elect to use long service leave credits for some or all of their absence on Defence service, in which case they will be treated in all respects as if on normal paid leave.

37.6.2 An employer cannot compel an employee to use long service leave for the purpose of Defence service.

38 EMERGENCY SERVICE LEAVE

38.1 Subject to operational requirements, paid leave of absence shall be granted by the City to an employee who is an active volunteer member of State Emergency Service Units, St John Ambulance Brigade, Volunteer Fire and Rescue Service Brigades, Bush Fire Brigades, Volunteer Marine Rescue Services Groups or FESA Units, in order to allow for attendance at emergencies as declared by the recognized authority.

38.2 The City shall be advised as soon as possible by the employee, the emergency service, or other persons as to the absence and, where possible, the expected duration of leave.

38.3 The employee must complete a leave of absence form immediately upon return to work.

38.4 The application form must be accompanied by a certificate from the emergency organization certifying that the employee was required for the specified period.

38.5 An employee, who during the course of an emergency, volunteers their services to an emergency organisation, shall comply with subclauses 35.2, 35.3 and 35.4 of this clause

39 USE OF GPS TECHNOLOGY

39.1 Employees covered by the terms and conditions of this Agreement acknowledge and consent to the possibility of the presence of a GPS unit in

any vehicle supplied by the city for the purposes of performing their daily duties.

- 39.2** It is understood the GPS installed by the city will be used:
- as a duress alarm in the case of emergencies;
 - for the logging of equipment operating parameters;
 - for the collection of data for equipment performance analysis;
 - to provide statistical location data; and
 - to provide real time location of vehicles to ensure operational safety and efficiency.
- 39.3** The City will advise any employees of the use of any information obtained from the GPS technology which is considered above and beyond that which is detailed in the previous sub clause. That information will be provided prior to the undertaking of any action relating to the information gathered.

40 MATURE AGE EMPLOYMENT INITIATIVES

40.1 During the life of this Agreement the parties agree to examine and where practicable and feasible to implement strategies or initiatives that assist in the successful recruitment and retention of mature age workers. Such strategies and initiatives might include, but not be limited to:

- 40.1.1 The impact of current superannuation arrangements on the retention of mature age workers in the work force.
- 40.1.2 Flexible work options that better match the work and life aspirations in mature age workers, such as phased retirement or alternative forms of leave.
- 40.1.3 Arrangements that allow mature age employees to reduce their working responsibilities without having to cease employment.

41 ON CALL

41.1 On call

An employee will be paid \$6.24 per hour for each hour they are authorised and agreed to be on call. This payment will not be made during the time an employee is on call out.

Where possible the employee should not be rostered on-call while on a rostered day off (RDO).

All employees while on-call shall maintain themselves in accordance with the fit for work policy.

All employees shall be responsible for notifying their Leader, where practicable, when their on-call duty will be affected by illness or injury.

An employee who is authorised to be on call will be provided with a mobile telephone for work purposes, to facilitate operational communications, and any other reasonable resources to carry out the task.

While rostered on call employees will ensure they are available to respond immediately on receiving a call.

41.2 Call Outs

All after hours call out work will be paid a minimum of 3 hours call out payment, unless the employee is only required to contact another party by phone, in this case a payment of \$50 will be paid.

Multiple call-outs during that 3 hour minimum period will not result in additional payments for each call out.

Employees will be paid for call out at the rate of double time or double time and one half on public holidays for work undertaken as a result of an after hours call out which requires the employee to leave home and attend to work.

While on-call-out duties, employees shall take no action that may put themselves or the general public at risk of injury or physical threat.

Where an employee is called out whilst attending a camp, retreat or other weekend service, the employee will be paid a minimum of one hour in call out payments at the overtime rates.

Should the employee identify additional works that must be attended to immediately (i.e. not routine maintenance work) they shall proceed with the works. Non urgent works shall be reported to the appropriate business unit the next working day.

42 PERFORMANCE REVIEWS

42.1 An annual performance review will be undertaken with all staff on an annual basis. The performance reviews will be conducted with the employee and their Leader.

42.2 The performance review shall be confidential and without limiting the scope it is intended to identify:

42.2.1 Any new or enhanced skills required by the employee, if any, together with proposed competency levels required to perform the position.

42.2.2 Any development and expansion anticipated by the Leader for the employee in both the long term and short term.

42.2.3 The current training needs to be undertaken to meet the position objectives and to enable the employee to meet the standards of the existing classification level.

42.2.4 Career Development.

- 42.2.5 The performance objectives required, and
- 42.2.6 Current performance level.
- 42.2.7 An employee can request at this time a salary review.

42.3 An employee who has been absent in excess of three months in aggregate shall have the review delayed by the same period of the absence. This does not limit a Leader negotiating a new review date.

43 ANTI-DISCRIMINATION

43.1 It is the intention of the parties to this Agreement to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political option, national extraction or social origin.

43.2 Accordingly, in fulfilling their obligations under the disputes resolution procedure, the parties must make every endeavour to ensure that neither the provisions of this agreement nor their operation are directly or indirectly discriminatory in their effects.

43.3 Nothing in this clause is to be taken to affect:

43.3.1 Any different treatment (or treatment having different effects) which is specially exempted under the Commonwealth anti-discrimination legislation.

43.3.2 An employee, employer or registered organisation, pursuing matters of discrimination in any state or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.

44 UNIFORMS

Attachment 2 is a list of the uniforms that the City will issue at commencement.

45 NO EXTRA CLAIMS

45.1 It is agreed that for the life of this Agreement, there shall be no extra claims outside this Agreement.

46 VARIATION TO AGREEMENT

46.1 The parties agree that nothing in this Agreement will prevent them from entering into negotiations to vary this Agreement where a variation is considered to be necessary and beneficial to the operation of this Agreement.

ATTACHMENT 1

Fleet Services – Wage Schedule

Level	Current Rate	3.00% increase 6/2/2016	2.75% increase 06/02/17	2.75% Increase 06/02/18
C10	1152.38	1186.95	1219.59	1253.13
C9	1209.99	1246.29	1280.56	1315.78
C8	1267.63	1305.66	1341.56	1378.46
C7	1325.25	1365.01	1402.55	1441.12
C6	1440.48	1483.69	1524.50	1566.42
C5	1528.86	1574.73	1618.03	1662.53

The \$1,500 Team Leader allowance is included in the base salary and no extra claim can be made.

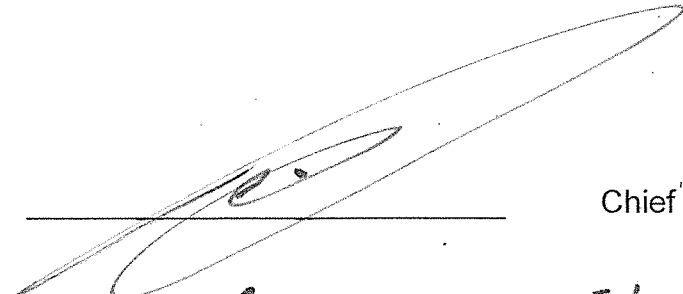
ATTACHMENT 2

INITIAL CLOTHING AND PPE ISSUE		
QTY	ITEM	COMMENT
Up to 2	Overalls	
Up to 2	Shirts	
Up to 2	Trousers	
1	Bomber Jacket	
1	Pullover	
1	Miner's Lamp with head strap	
1	Safety Glasses	
1	Ear Protection	
1	Safety Boots	
1	Gloves	


AGREEMENT OF THE PARTIES

Signatories

EXECUTED by the parties:



Chief Executive Officer
on this 2 day of February 2016

Signed: 

Automotive, Food, Metals, Engineering, Printing and Kindred Industries
Union (AMWU).

Name: Tony Hill

Date: 02 day of FEBRUARY 2016

Witness Signature: 

Name: Leah Piper

On this 02 day of February 2016

Appendix One

DEFINITIONS AND CLASSIFICATION STRUCTURE

General:

"Apprentice" means an apprentice under the *Industrial Training Act 1975*.

Wage Group C10

(1) Engineering Tradesperson - Level I

An Engineering Tradesperson - Level I holds a Trade Certificate or Tradesperson's Rights Certificate as an:

- Engineering Tradesperson (Automotive) Level I; or
- Engineering Tradesperson (Electrical/Electronic) - Level I; or
- Engineering Tradesperson (Mechanical) - Level I; or
- Engineering Tradesperson (Fabrication) - Level I, and

is able to exercise the skills and knowledge of that trade.

(2) An Engineering Tradesperson - Level I works above and beyond an employee at C11 and to the level of the employee's training:

- (a) Understands and applies quality control techniques.
- (b) Exercises good interpersonal and communications skills.
- (c) Exercises keyboard skills at a level higher than C11.
- (d) Exercises discretion within the scope of this grade.
- (e) Performs work under limited supervision, either individually or in a team environment.
- (f) Operates all lifting equipment incidental to the employee's work.
- (g) Performs non-trade tasks incidental to the employee's work.
- (h) Performs work which, while primarily involving the skills of the employee's trade, is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.
- (i) Is able to inspect products and/or materials for conformity with established operational standards.

Production Systems Employee

(1) A Production Systems employee, while still being primarily engaged in engineering/production work, applies the skills acquired through the successful completion of an Engineering/Production Certificate Level III in the production, distribution or stores functions according to the needs of the enterprise.

(2) A Production Systems employee works above and beyond an employee at C11 and to the level of the employee's training:

- (a) Understands and applies quality control techniques.
- (b) Exercises good interpersonal communications skills.
- (c) Exercises discretion within the scope of this grade.
- (d) Exercises keyboard skills at a level higher than C11.
- (e) Performs work under general supervision, either individually or in a team environment.
- (f) Is able to inspect products and/or materials for conformity with established operational standards.

(3) Indicative of the tasks which an employee at this Level may perform are as follows:

- (a) Approves and passes first off samples and maintains quality of product.
- (b) Works from production drawings, prints or plans.
- (c) Operates, sets up and adjusts all production machinery in a plant, including production process welding to the extent of training.

- (d) Can perform a range of engineering maintenance function including:
 - (i) removal of equipment fastenings, including use of destructive cutting equipment;
 - (ii) lubrication of production equipment;
 - (iii) running adjustments to production equipment.
- (e) Operates all lifting equipment.
- (f) Basic production scheduling and materials handling within the scope of the production process or directly related functions within raw materials/finished goods locations in conjunction with technicians.
- (g) Understands and applies computer techniques relating to production process operations.
- (h) First class engine driver's certificate.
- (i) Has high level stores and inventory responsibilities beyond the requirements of an employee at C11.
- (j) Assists in the provision of on-the-job training in conjunction with tradespersons and trainers.
- (k) Has a sound knowledge of the employer's operations as it relates to the production process.

Wage Group C9

- (1) Engineering Tradesperson - Level II
(Relativity to C10 - 105%)

An Engineering Tradesperson - Level II is an:

Engineering Tradesperson (Automotive) - Level II; or
 Engineering Tradesperson (Electrical/Electronic) - Level II; or
 Engineering Tradesperson (Mechanical) - Level II; or
 Engineering Tradesperson (Fabrication) - Level II,

who has completed the following training requirement, including appropriate on-the-job training:

three appropriate modules in addition to the training requirements of C10 Level; and, where practical, the modules should be identified in the Enterprise Training Programme.

- (2) An Engineering Tradesperson - Level II works above and beyond a Tradesperson at C10 and to the level of the employee's training:

- (a) Exercises the skills attained through satisfactory completion of the training prescribed for this classification.
- (b) Exercises discretion within the scope of this grade.
- (c) Works under general supervision, either individually or in a team environment.
- (d) Understands and implements quality control techniques.
- (e) Provides trade guidance and assistance as part of a work team.
- (f) Exercises trade skills relevant to specific requirements of the enterprise at a level higher than Engineering Tradesperson - Level I.

- (3) Tasks which an employee at this Level may perform are subject to the employee having the appropriate Trade and Post Trade Training to enable the particular tasks to be performed.

Wage Group C8

- (1) Engineering Tradesperson Special Class - Level I
(Relativity to C10 - 110%)

An Engineering Tradesperson Special Class - Level I means an:

Engineering Tradesperson Special Class (Automotive) - Level I; or
 Engineering Tradesperson Special Class (Electrical/Electronic) - Level I; or

Engineering Tradesperson Special Class (Mechanical) - Level I, or
Engineering Tradesperson Special Class (Fabrication) - Level I;
who has completed the following training requirements including appropriate on-the-job
training:

six appropriate modules in addition to the training requirements of C10 Level;
and, where practical, the modules should be identified in the Enterprise Training
Programme.

(2) An Engineering Tradesperson Special Class - Level I works above and beyond a
Tradesperson at C9 and to the level of the employee's training:

(a) Exercises the skills attained through satisfactory completion of the training prescribed
for this classification.

(b) Provides trade guidance and assistance as part of a work team.

(c) Assists in the provision of training in conjunction with Leaders and trainers.

(d) Understands and implements quality control techniques.

(e) Works under limited supervision, either individually or in a team environment.

(3) The following tasks are indicative of what an employee at this level may perform,
subject to the employee having the appropriate Trade and Post Trade Training to enable
the particular tasks to be performed:

(a) Exercises high precision trade skills using various materials and/or specialised
techniques.

(b) Performs operations on a CAD/CAM (Computer Aided Drafting/Computing Aided
Manufacturing) terminal in the performance of routine modifications to NC/CNC (Numerical
Control/Computer Numeric Control) programmes.

(c) Installs, repairs, maintains, tests, modifies, commissions and/or fault-finds complex
machinery and equipment which utilises hydraulic and/or pneumatic principles and, in the
course of such work, reads and understands hydraulic and pneumatic circuitry which
controls fluid power systems.

(d) Works on complex or intricate circuitry which involves examining, diagnosing and
modifying systems comprising inter-connected circuits.

Wage Group C7

(1) Engineering Tradesperson Special Class - Level II
(Relativity to C10 - 115%)

An Engineering Tradesperson Special Class - Level II means an:

Engineering Tradesperson Special Class (Automotive) - Level II; or

Engineering Tradesperson Special Class (Electrical/Electronic) - Level II; or

Engineering Tradesperson Special Class (Mechanical) - Level II; or

Engineering Tradesperson Special Class (Fabrication) - Level II,

who has completed the following training requirement, including appropriate on-the-job
training:

three appropriate modules which are qualitatively higher than, and in addition to, the
training requirements of C 8 Level;

and, where practical, the modules should be identified in the Enterprise Training
Programme.

(2) An Engineering Tradesperson Special Class - Level II works above and beyond a
Tradesperson at C8 and to the level of the employee's training:

(a) Exercises the skills attained through satisfactory completion of the training prescribed
for this classification.

(b) Is able to provide trade guidance and assistance as part of a work team.

(c) Provides training in conjunction with Leaders and trainers.

(d) Understands and implements quality control techniques.

(e) Works under limited supervision, either individually or in a team environment.

(3) The following tasks are indicative of what an employee at this Level may perform, subject to the employee having the appropriate Trade and Post Trade Training to enable the particular tasks to be performed:

- (a) Works on machines or equipment which utilise complex mechanical, hydraulic and/or pneumatic circuitry and controls, or a combination thereof.
- (b) Works on machinery or equipment which utilises complex electrical/electronic circuitry and controls.
- (c) Works on instruments which make up a complex control system which utilises some combination of electrical, electronic, mechanical or fluid power principles.
- (d) Applies advanced computer numerical control techniques in machining or cutting or welding or fabrication.
- (e) Exercises intermediate CAD/CAM skills in the performance of routine modifications to programmes.
- (f) Works on complex or intricate interconnected electrical circuits at a Level above C8.
- (g) Works on complex radio/communication equipment.

Wage Group C6

* The Advanced Certificates and Associate Diplomas noted in this definition do not equate to existing TAFE qualifications of the same name and possession of such qualifications does not of itself justify classification of an employee at this level.

- (1) Advanced Engineering Tradesperson - Level I
(Relativity to CIQ - 125%)

An Advanced Engineering Tradesperson Level I means an:

Advanced Engineering Tradesperson (Automotive) - Level I; or
Advanced Engineering Tradesperson (Electrical/Electronic) - Level I; or
Advanced Engineering Tradesperson (Mechanical) - Level I; or
Advanced Engineering Tradesperson (Fabrication) - Level I;

who has completed, (including appropriate on-the-job training):

12 modules of an Advanced Certificate; or

12 modules of an Associate Diploma; or

equivalent accredited training,

and, where practical, the modules should be identified in the Enterprise Training Programme.

- (2) An Advanced Engineering Tradesperson - Level I works above and beyond a Tradesperson at C7 and to the level of the employee's training:

- (a) Undertakes quality control and work organisation at a Level higher than C7.
- (b) Provides trade guidance and assistance as part of a work team.
- (c) Assists in the training of employees in conjunction with Leaders/trainers.
- (d) Performs maintenance planning and predictive maintenance work other than in technical fields.
- (e) Works under limited supervision, either individually or in a team environment.
- (f) Prepares reports of a technical nature on specific tasks or assignments as directed.
- (g) Exercises broad discretion within the scope of this Level.

(3) The following are indicative of tasks which an employee at this Level may perform, subject to the employee having the appropriate Trade and Post Trade Training to enable the particular tasks to be performed:

- (a) Work on combinations of machines or equipment which utilises complex electronic, mechanical and fluid power principles.
- (b) Work on instruments which make up a complex control system that utilise some combination of electrical, electronic, mechanical, fluid power principles and electronic circuitry containing complex analogue and/or digital control systems utilising integrated circuitry.

- (c) Application of computer integrated manufacturing techniques involving a higher level of computer operating and programming skills than for Level C7.
- (d) Work on various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems using integrated circuitry.

Wage Group C5

* The Advanced Certificates and Associate Diplomas noted in this definition do not equate to existing TAFE qualifications of the same name and possession of such qualifications does not of itself justify classification of an employee at this level.

- (1) Advanced Engineering Tradesperson - Level II
(Relativity to C10 - 130%)

An Advanced Engineering Tradesperson - Level II means an:

Advanced Engineering Tradesperson (Automotive) - Level II; or
Advanced Engineering Tradesperson (Electrical/Electronic) Level II; or
Advanced Engineering Tradesperson (Mechanical) - Level II or
Advanced Engineering Tradesperson (Fabrication) - Level II,
who has completed (including appropriate on-the-job training) -
an Advanced Certificate; or

15 modules of an Associate Diploma; or
equivalent accredited training,

and, where practical, the modules should be identified in the Enterprise Training Programme.

- (2) An Advanced Engineering Tradesperson - Level II works above and beyond a Tradesperson at C6 and to the level of the employee's training:

- (a) Provides technical guidance or advice within the scope of this level.

- (b) Prepares reports of a technical nature on specific tasks or assignments as directed, or within the scope of discretion at this level.

- (c) Has an over-all knowledge and understanding of the operating principle of the systems and equipment on which the Tradesperson is required to carry out the task.

- (d) Assists in the provision of on-the-job training in conjunction with Leaders and trainers.

- (3) The following are indicative of the tasks an employee at this level may perform, subject to the employee having the appropriate Trade and Post Trade Training to enable the particular tasks to be performed:

- (a) Through a systems approach is able to exercise high level diagnostic skills on complex forms of machinery, equipment and instruments which utilise some combination of electrical, electronic, mechanical or fluid power principles.

- (b) Sets up, commissions, maintains and operates sophisticated maintenance, production and test equipment and/or systems involving the application of computer operating skills at a higher level than C6.

- (c) Works on various forms of machinery and equipment electronically controlled by complex digital and/or analogue control systems using integrated circuitry.

- (d) Works on complex electronics or instruments or communications equipment or control systems which utilise electronic principles and electronic circuitry containing complex analogue and/or digital control systems using integrated circuitry.

Apprentices:

Wage per week expressed as a percentage of the Level C10 Engineering Tradesperson's rate:

%	
First year	42
Second year	55
Three year	75
Fourth year	88

3 March 2016

Commissioner Gregory
Fair Work Commission
Victoria Registry
Level 4, 11 Exhibition Street
Melbourne, Victoria 3000

By Email: member.assist@fwc.gov.au

Dear Commissioner Gregory

AG2016/2239 – Application for Approval of the City of Wanneroo Fleet Services Enterprise Agreement 2016 – Undertakings

I refer to the Fair Work Commission's email sent to the City of Wanneroo (City) on 3 March 2016 in relation to the City of Wanneroo Fleet Services Enterprise Agreement 2016 (Agreement).

The City provides the following undertaking pursuant to section 190 of the *Fair Work Act 2009*.

The City undertakes that if a dispute arises in relation to the National Employment Standards that it will be dealt with in accordance with Clause 9 – Dispute Resolutions Procedures of the Agreement.

Yours sincerely



Daniel Simms
Chief Executive Officer