



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

City of Wanneroo

(AG2017/649)

CITY OF WANNEROO ASSET OPERATIONS ENTERPRISE AGREEMENT 2017

Local government administration

COMMISSIONER WILSON

MELBOURNE, 29 MARCH 2017

Application for approval of the City of Wanneroo Asset Operations Enterprise Agreement 2017.

[1] An application has been made for approval of an enterprise agreement known as the *City of Wanneroo Asset Operations Enterprise Agreement 2017* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by the 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 Western Australian Shire Councils, Municipal Road Boards, Health Boards, Parks, Cemeteries and Racecourse, Public Authorities, Water Board Union (WA Division) 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 5 April 2017. The nominal expiry date of the Agreement is 28 March 2020.



COMMISSIONER

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Annexure A



21 March 2017

Commissioner Wilson
Fair Work Commission
Victoria Registry
11 Exhibition Street
Melbourne, Victoria 3000

Dear Commissioner Wilson

AG2017/649 – Application for Approval of the City of Wanneroo Asset Operations Enterprise Agreement 2017 – Undertakings

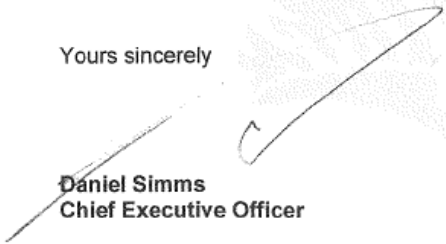
I refer to the Fair Work Commission's email sent to the City of Wanneroo (City) on 21 March 2017 in relation to the City of Wanneroo Asset Operations Enterprise Agreement 2017 (Agreement).

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

The City undertakes that shift-workers employed under this Agreement will be provided with an extra week of annual leave (5 weeks in total per year). For the purpose of section 87(1)(b) of the Fair Work Act, a shift-worker is an employee:

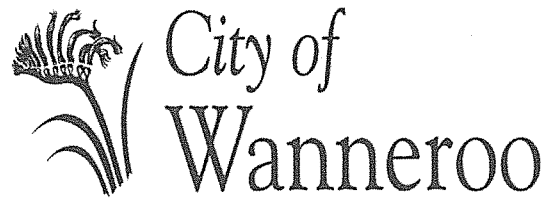
- (a) who works a roster and who, over the roster cycle, may be rostered to work ordinary shifts on any of the seven days of the week; and*
- (b) who is regularly rostered to work on Sundays and public holidays.*

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 ASSET OPERATIONS
ENTERPRISE AGREEMENT 2017**

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2 TITLE OF AGREEMENT

This Agreement shall be known as the '*City of Wanneroo Asset Operations Enterprise Agreement 2017*'.

This Agreement supersedes the *City of Wanneroo Infrastructure Projects, Building & Maintenance Enterprise Agreement 2012*.

The City shall place a copy of the Agreement and the National Employment Standards on the Intranet for staff to access and will make copies available to staff on request.

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;
- 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;
- The Western Australian Shire Councils, Municipal Roads Board, Parks, Cemeteries and Racecourse, Public Authorities, Water Board Union WA Division (LGRCEU);
- All staff carrying out work as defined in Appendix 1 who are eligible for membership of the Construction, Forestry, Mining and Energy Union (CFMEU) and the Western Australian Shire Councils, Municipal Roads Board, Parks, Cemeteries and Racecourse, Public Authorities, Water Board Union WA Division (LGRCEU).

5 DATE AND PERIOD OF OPERATION

5.1 This Agreement shall be effective seven days after approval by the Fair Work Commission.

5.2 This Agreement shall remain in force for a period of three years following the Effective Date of the Agreement. In the event that the Agreement is not replaced, then this Agreement will continue to apply subject to the provisions of the *Act*.

- 5.3 The parties to the Agreement will meet no later than six months prior to the expiry of this Agreement to start negotiations for a replacement Agreement.
- 5.4 Should the parties not be able to negotiate a new Agreement and the Agreement has passed its nominal expiry date, a salary % increase equivalent to Perth CPI All Groups – Perth March Quarter 2020 shall apply, from the first full pay period two months following the nominal expiry date. This is to enable the parties to continue negotiating a new Agreement. No further pay increases will then apply until a new Agreement is negotiated.

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 'Act' shall mean the Fair Work Act 2009, as amended.
- 7.2 'Agreement' shall mean the *City of Wanneroo Asset Operations Enterprise Agreement 2017*.
- 7.3 'Award' shall mean the Local Government Industry Award 2010.
- 7.4 'CEO' shall mean the Chief Executive Officer of the City of Wanneroo.
- 7.5 'City, Employer and Council' shall mean the City of Wanneroo.
- 7.6 'Commission' refers to the Fair Work Commission.

- 7.7 **'Effective Date'** means seven days after the Agreement is approved by the Fair Work Commission.
- 7.8 **'Employees, Officers, Workers and Workforce'** means those currently carrying out work, or engaged during the life of this Agreement to carry out work, defined by the Classification Definitions at Appendix 2 and who are eligible for membership of The Western Australian Shire Councils, Municipal Road Boards, Parks, Cemeteries and Racecourse, Public Authorities, Water Boards Union or The Construction, Forestry, Mining and Energy Union (CFMEU).
- 7.9 **'Leader'** means a person at the level of Coordinator, Business Manager, Manager or Executive with one or more direct reports.
- 7.10 **'Local Authority, Authority, Local Government and Employer'** means the employer party to this Agreement.
- 7.11 **'Next up Leader (NUL)'** means a person at the level of Manager or Executive with one or more direct reports with Leaders reporting to them.
- 7.12 **'Operational Leader'** means a person that supervises one or more employees and typically holds a position at one level below Coordinator or Business Manager.
- 7.13 **'Parties'** mean those parties' listed in Clause 4 to this Agreement.
- 7.14 **'Perth CPI'** shall mean the Australian Bureau of Statistics publication (6401.0 Consumer Price Index Australia) under the heading 'ALL GROUPS - PERTH, Percentage changes'.
- 7.15 **'Service'**
- in relation to redundancy payments means all the previous names of the City of Wanneroo since inception.
 - wherever appearing in the Agreement means, besides actual working services, includes time for which the employee is entitled to take approved leave as prescribed by this Agreement. Any other time in respect of which an employee is absent from work shall not be counted as service but this does not mean that such other absence will necessarily break continuity of service.
- 7.16 **'Team'** means a group of individuals working towards a common goal or objective.
- 7.17 **'Union'** means those Unions listed as Parties to the Agreement under Clause 4.
- 7.18 **'Week'** means the maximum 38 averaged ordinary hours or such lesser period of average ordinary hours generally worked by an employee under his/her contract of employment in a seven-day period.

8 EXCLUSIONS

- 8.1 This Agreement is comprehensive and replaces the Award in its entirety; the entitlements provided for in this Agreement will operate in lieu of the Award entitlements while this Agreement remains in force.
- 8.2 The *Municipal Employees Award 1999* has been superseded by the national *Local Government Industry Award 2010*.
- 8.3 This Agreement operates in conjunction with the National Employment Standards. Certain provisions of this Agreement may supplement the National Employment Standards but nothing in this Agreement will operate such as to provide a detrimental outcome for employees as compared to an entitlement under the National Employment Standards.

9 DISPUTE RESOLUTION PROCEDURES

- 9.1 In the event of a dispute or issue in relation to a matter arising, between the employer and employee/s, the dispute shall be dealt with in the following manner:
- Stage 1 (a) The affected employee/s shall raise the matter with their Leader.
(b) The Leader shall act and respond within three calendar days to the employee/s matter.
- Stage 2 (c) If the matter cannot be resolved at this level then the employee shall be entitled to refer the matter to the Next up Leader (NUL).
(d) The NUL shall respond within seven days to the employee/s matter.
- Stage 3 (e) Where the matter is not resolved at Stage 1 or Stage 2 the matter will be referred, by either party, to the Chief Executive Officer for mediation and or resolution by conciliation.
(f) Where the matter is not resolved and all agreed Stages 1,2 and 3 have been taken, the dispute may be referred, by either party, to an independent third party or the Commission for resolution by mediation, conciliation or arbitration.
- 9.2 During this time, work will continue in accordance with the reasonable direction of the employer.
- 9.3 The parties to a dispute must genuinely attempt to resolve the dispute at the workplace level.
- 9.4 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.

- 9.5 Where one or more parties to this Agreement request documentation and recording relevant to the matters 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 term applies if the City:

- (a) 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 the employees; or
- (b) 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 Clause 10.1(a):

- (a) the City must notify the relevant employees of the decision to introduce the major change; and
- (b) sub-clauses 10.3 to 10.7 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 City must recognise the representative.

10.4 As soon as practicable after making its decision, the City 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 City 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.

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

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

10.6 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the City, the requirements set out in sub-clauses 10.2(a), 10.3 and 10.4 are taken not to apply.

- 10.7 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 City'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

- 10.8 For a change referred to in sub-clause 10.1(b):
- (a) the City must notify the relevant employees of the proposed change; and
 - (b) sub-clauses 10.9 to 10.13 apply.
- 10.9 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 City must recognise the representative.
- 10.10 As soon as practicable after proposing to introduce the change, the City 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 City reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the City 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).
- 10.11 However, the City is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 10.12 The City must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 10.13 In this term *relevant employees* means the employees who may be affected by a change referred to in subclause 10.1.

11 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 11.1 An employer and employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- (a) the agreement deals with one 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 one 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 PROBATIONS

- 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 three months, with a possible three months extension to a maximum probationary period of six 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 Where both the employee and the 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 one 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 weeks' notice or payment in lieu of notice.

13 NOTICE OF TERMINATION BY EMPLOYER

- 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 hour
 - 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 Clause 13.1.1, 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 Clause 13.1.1 and Clause 13.1.2 shall be made if the appropriate notice period is given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu of the remainder of the notice period made.
- 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, and any other amounts payable under the employee's contract of employment.
- 13.1.5 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 notice of 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 the required 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 required period of notice not provided.

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.

13.4 Transmission of Business

The City is unable to enforce another business or Local Government to take on any liability, regarding the period of continuous service deemed to be service with respect to calculating notice of termination. Should there be a transmission of business, the City will wherever possible strongly advocate for this to happen.

In the event this does not occur, the employee will be paid out any entitlements owing to them prior to the transmission occurring, via a redundancy package in accordance with Clause 32.

14 FULL-TIME EMPLOYEES

A full-time employee shall mean an employee engaged to work an average of at least 76 ordinary hours per fortnight, in accordance with Clause 19 - Hours of Work.

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 Clause 23 - Annual Leave and Clause 26 - 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.

- 15.3 Any variation of the agreed working hours can only be made by mutual agreement between the employer and the affected employees.

16 CASUAL EMPLOYEES

- 16.1 A casual employee shall mean an employee who is engaged and paid by the hour 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 a 25% casual loading.
- 16.2 A casual employee who works outside the ordinary hours of work prescribed by Clause 19 – Hours of work, shall be entitled to overtime payments in accordance with Clause 20 – Overtime, based on their ordinary casual rate.

17 TEMPORARY EMPLOYEES (Fixed Term)

A temporary employee means an employee engaged on a Fixed Term Contract for a specific period of time, or a specific project and may be renewed if specific work is not completed. A temporary employee is entitled to all entitlements under this agreement, unless specified otherwise in the employment contract.

18 SALARY MODEL

18.1 Salary Model

- 18.1.1 A salary increase of 2.65% will be paid from the first full pay period (ffpp) following the Effective Date of this Agreement, payable from 2 July 2016.
- 18.1.2 A further 2.5% salary increase will be paid from the ffpp 12 months following the Effective Date of the Agreement.
- 18.1.3 A further 2.5% salary increase will be paid from the ffpp 24 months following the Effective Date of the Agreement.
- 18.2 All salaries will be paid on a fortnightly basis and paid in arrears. An employee's salary will be deposited into their nominated bank account/s.

19 HOURS OF WORK

- 19.1 The ordinary hours of work for full time employees shall be an average of 76 hours per fortnight spread over nine days. Ordinary hours of work shall be worked between 6am and 6pm Monday to Friday.
- 19.2 On occasions, employees may vary the starting and finishing times of their ordinary hours by agreement between the affected employee/s and their Operational Leader, taking into account the hours that the unit needs to be operational.

- 19.3** Employees shall be entitled to an unpaid meal break of a minimum period of 30 minutes after five 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.
- 19.4** The ordinary hours of duty of an employee engaged as a street cleaning machine operator or gully eductor driver, auto educator driver, may be worked on any or all days of the week Monday to Friday inclusive, and except in the case of shift employees, shall be worked between the hours of midnight and 6pm provided that the spread of hours is altered by agreement between the employer and the employees concerned.
- 19.5** The ordinary hours of duty for employees classified in 19.6 may be worked on not more than five days of the week.
- 19.6** The classifications of employees comprehended in 19.7 include:
- Swimming Pool Attendants
 - Caravan- compound or camping –area attendants
 - Cleaners
 - All employees working in or around a refuse disposal and /or Processing site
 - Public Convenience attendants
 - Sewerage-treatment works attendants
 - Watchmen: and
 - Any other classification of employee as may be agreed in writing between the parties of this Agreement.
- 19.7** Where the first night shift in any week commences on Monday night, the night shift commencing on Friday and finishing not later than 8am on Saturday of that week, shall be deemed to have been worked in ordinary working hours.
- 19.8** 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 hours on any day, the arrangement of hours shall be subject to the agreement between the employer and the majority of employees in the section or sections concerned.
- 19.9** Subject to the provisions of this subclause:
- 19.9.1 A rest period of ten hours from the time of ceasing work to the time of resumption of work shall be allowed.
- 19.9.2 The rest period shall be counted as time off duty without deduction of pay and shall be arranged at a time and in a manner to suit the convenience of the employer.
- 19.10 Roster**
Where there is a roster in place, the roster will be displayed in a prominent, accessible position within the workplace. Where there is a change of roster, at least 72 hours' notice is to be given unless a lesser notice period is negotiated between the parties.
- 19.11** An employee will be provided with notice of a change to working hours as detailed below, unless a lesser period is agreed between the employee and their Leader:

- 19.11.1 Where the change of hours affects hours of work within one pay cycle, 48 hours' notice will be provided
- 19.11.2 Where the change of hours affects hours of work for longer than one pay cycle, two weeks' notice will be provided
- 19.11.3 Where the change of hours affects hours of work for longer than two pay cycles, four weeks' notice and by mutual agreement.

20 OVERTIME

- 20.1** Overtime shall mean all work required by the employer to be performed in excess of, or outside, the ordinary hours of duty determined in accordance with Clause 19 - Hours of Work.
- 20.2** Overtime shall be paid at either overtime rates or time off in lieu, and paid at the appropriate penalty rates.
- 20.3** If overtime is to be taken as time in lieu, a maximum of 76 hours can be accrued and further overtime worked above the 76 hours will be paid as overtime in the next available pay period. No further accrual of time in lieu will be permitted until the balance is reduced to a maximum of 76 hours.
- 20.4** 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.
 - 20.4.1 Overtime worked on a Saturday prior to 12noon shall be paid at the rate of time and one half for the first two hours and double time thereafter.
 - 20.4.2 Overtime worked on a Saturday after 12noon or on a Sunday shall be paid for at the rate of double time.
- 20.5** All work performed on a holiday as prescribed in Clause 25 - Public Holidays of this Agreement, shall be paid at the rate of double time and one half.
- 20.6** No overtime shall be worked without the approval of the Leader unless the urgency of the work is such that the approval cannot be gained until after the work is performed.
- 20.7** 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.
- 20.8** When an employee is notified before or after leaving work of a recall to work after leaving the job, they shall be paid for at least three hours or for the actual hours worked, whichever is the greater, at overtime rates.
 - 20.8.1 Time reasonably spent in getting to and from work shall be counted as time worked.

- 20.8.2 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.
- 20.8.3 Multiple call outs during the one three hour period will not result in additional payment for each call out.
- 20.8.4 Where the call out attracts a shift work penalty in accordance with Clause 21, then that penalty rate shall also apply.
- 20.9 Where an employee is required to attend a meeting outside of the ordinary hours of work, they will be paid a minimum of two hours work.
- 20.10 Subject to Clause 20.11, an employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.
- 20.11 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:
 - 20.11.1 Any risk to the employee/s health and safety;
 - 20.11.2 The employee's personal circumstances including family responsibilities;
 - 20.11.3 The needs of the workplace or enterprise;
 - 20.11.4 The notice (if any) given by the employer, of the overtime and by the employee, of his or her intention to refuse it; and
 - 20.11.5 Any other relevant matter.
- 20.12 No third party to this Agreement, or group of 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, unless an application for protected industrial action has been approved by the Commission.

21 SHIFT-WORK

- 21.1 Shift-work relates to regularly rostered ordinary hours worked outside of the standard ordinary working hours as defined in Clause 19 – Hours of Work.
- 21.2 The ordinary hours for both day and afternoon shifts shall be arranged on the days Monday to Friday inclusive. Afternoon and night shifts shall be paid a loading of 15% on all rostered hours worked between 6pm and 7am, in accordance with Clause 21.4. All hours worked on weekends and on holidays as defined at Clause 20, shall be paid at penalty rates, in accordance with Clause 21.5.
- 21.3 Shift rosters can only be changed by the mutual consent of the City and a majority, of the affected employees.

- 21.4** For the purpose of this agreement the following shift definitions shall apply:
- **“Day shift”** means any shift starting at or after 6am and finishing at or before 6pm.
 - **“Afternoon shift”** means any shift finishing after 6pm and at or before midnight.
 - **“Night shift”** means any shift finishing after midnight and at or before 7am.
- 21.5** All work performed on a rostered shift, when the major portion of such shift falls on a Saturday, Sunday or a public holiday shall be paid penalty rates as follows:
- | | |
|-----------------|---|
| Saturday | at the rate of time and one half |
| Sunday | at the rate of time and three quarters |
| Public Holidays | at the rate of double time and one half |
- 21.6** A continuous shift employee who is not required to work on a holiday which falls on his/her rostered day off shall be allowed a day's leave with pay to be added to annual leave or taken at some other time if the employee so agrees.
- 21.7** A shift-work roster shall be prominently displayed at the place of work in a position accessible to the employees concerned. Employees shall be provided with at least 72 hours' notice of any change in roster provided a lesser period can be agreed between the employer and employee.
- 21.8** Where a shift commences at or after 11pm on any day, the whole of that shift shall be deemed, for the purposes of this agreement, to have been worked on the following day.
- 21.9** Where any particular process is carried out in shifts other than day shifts, and less than five consecutive afternoon or night shifts are worked on that process, then workers employed on such afternoon or night shifts shall be paid at overtime rates.
- 21.10** The sequence of work shall not be deemed to be broken under the preceding clause by reason of the fact that work on the process is not carried out on a Saturday or Sunday, or any holiday.

22 TRAINING, DEVELOPMENT AND MULTI-SKILLING

- 22.1** The City is committed to partnering staff in developing a more highly skilled and flexible workforce.
- 22.2** 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.
- 22.3** The City is committed to training and development which:

- 22.3.1 Encourages and assists all staff to develop their skills and knowledge to improve individual and organisational performance and job satisfaction relevant to the employee's role and responsibilities.
 - 22.3.2 Assists the City to achieve its strategic objectives.
 - 22.3.3 Ensures equitable access for all staff to development opportunities appropriate to the individual's needs.
 - 22.3.4 Promotes voluntary participation except where required for organisational, legislative, industrial, or health and safety reasons.
 - 22.3.5 Recognises the development of staff as a joint responsibility shared by individuals, staff members, supervisors, managers and the City.
 - 22.3.6 Provides Educational Study Assistance in accordance with the City's Educational Assistance and Study Leave Management Procedure.
- 22.4** Employees have a clear responsibility to maintain an adequate skill level and 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:
- 22.4.1 Seek opportunities to upgrade the skills and knowledge required in their current position;
 - 22.4.2 Use constructively the Performance Development process to identify staff development needs and opportunities with their Leader.
- 22.5 Job Transfers and Rotations**
- 22.5.1 Subject to there being mutual agreement, employees may be rotated or transferred to alternative duties, either permanently, or temporarily, (in consultation with the employee) and may be supported by relevant learning and development. The objective is to encourage a flexible use of the City's workforce, support the Service Unit needs and to support multi-skilling.
 - 22.5.2 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 Leader or raise their interest at the time of their performance development review.
 - 22.5.3 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.
 - 22.5.4 Where a temporary rotation of three months or more in duration is to occur, the employee will be provided with written notification of

the rotation. On expiry of the rotation, 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.

22.5.5 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.

22.5.6 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.

22.6 Multi-skilling

22.6.1 Multi-skilling is an opportunity for employees to become more marketable both within the City and in the Industry in general by learning the skills of another position or 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.

22.6.2 The aim of multi-skilling is to create flexibility among staff so the operation of the City will not be affected when employees are away from the workplace either for training and development courses, absences or any other leave purposes.

22.6.3 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.

22.6.4 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.

22.6.5 Benefits of multi-skilling include variety of work, increased motivation, improved skills, job advancement opportunities and being more marketable, increased productivity/improved quality of the product, respect for their own and other skills.

23 ANNUAL LEAVE

23.1 Entitlement

23.1.1 An employee is entitled to four weeks annual leave with pay for each 12-month period worked.

23.1.2 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.

23.2 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 and loadings they would have been paid had they not been on leave during the relevant period.

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

23.3 Leave and Public Holidays

If a prescribed public holiday falls within an employee's 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.

23.4 Leave on Termination

If an employee lawfully leaves their employment for any reason, the employee shall be paid for all accrued annual leave, as per Clause 23.2.

23.5 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.

23.6 Taking of Leave

23.6.1 An employee is to apply, in advance, to take annual leave. Approval to take annual leave will depend on the operational needs of the organisation and when mutually convenient with the employee.

23.6.2 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.

23.6.3 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.

23.7 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.

23.8 Leave without Pay

An employee, who has been employed by the City for the twelve months preceding the date of his/her annual leave, shall be entitled to a minimum one week's leave without pay.

The City and employee may agree on a greater period of leave without pay.

23.9 Casual Employees

Casual employees are not entitled to annual leave.

23.10 Cashing out of Annual Leave

23.10.1 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 this Agreement and the City's Leave Management and Entitlements Procedure.

23.10.2 However, an employee may apply to receive payment in lieu of annual leave, provided the application is in writing and:

23.10.2.1 The employee has taken at least ten days annual leave in the preceding 12 months;

23.10.2.2 A balance of at least four weeks leave must be remaining after the cashing out is completed; and

23.10.2.3 Once payment has been made in lieu of the annual leave entitlement, that payment cannot be revoked in order to restore leave entitlements.

23.10.3 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.

24 LONG SERVICE LEAVE

24.1 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 seven years. Part-time workers are entitled to long service leave on a pro-rata basis.

24.2 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 any content prohibited under industrial legislation during the life of this Agreement). The following subclauses provide a summary of those provisions.

24.3 Cashing out of Long Service Leave

An employee can elect to either take their long service leave as paid time off or in exceptional circumstances receive the cash incentive - the monetary value equivalent had they taken the time off. When applying to cash out their long service leave, the employee is required to provide the same notice as if they were taking the leave, except a shorter notice period may be accepted by the City, in exceptional circumstances.

24.4 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 shorter period of notice, however, this will be at the employer's discretion.

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

24.5 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 Leader for approval.

24.6 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.

24.7 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.

24.8 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.

24.9 Termination of Employment

Where the service of a worker, who has previously become entitled to long service leave, is terminated by their employer in any circumstances other than for serious and wilful misconduct and the employee does not, within the timeframe stated in Clause 13.1.1, whichever is the longer, enter the service

of another WA Local Government Authority the worker shall be entitled to payment of the accrued leave and the employee will no longer be entitled to take the subject leave.

24.10 Portability of Long Service Leave

24.10.1 The City will recognise service with other WA Local Government Authorities for the purposes of long service leave entitlements. Entitlement to long service leave will be carried over from WA Local Government Authority to WA Local Government Authority.

24.10.2 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 WA Local Government Authority and entering the service of another WA Local Government Authority if the period is used for recreation leave or as travelling time and does not exceed the period in respect of which payment has been made by the first-mentioned WA Local Government Authority in lieu of the worker's accrued and pro-rata leave entitlements; or two weeks whichever is the longer.

24.10.3 Each WA 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.

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

24.11 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, unless the period of unpaid leave is three months or less in any calendar year.

24.12 Workers Compensation

If an employee is receiving workers compensation payments, the City will consider this period as service for long service leave purposes.

25 PUBLIC HOLIDAYS

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

25.1.1 New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day;

25.1.2 The following days, as prescribed in Western Australia, Australia Day, Anzac Day, Queens Birthday, Labour Day and Western Australia Day or their substituted day; and

25.1.3 Any other day gazette by the relevant Government Authority.

25.2 Holidays in Lieu

25.2.1 When Christmas Day is a Saturday or a Sunday, a holiday in lieu shall be observed on 27 December.

25.2.2 When Boxing Day is a Saturday or a Sunday, a holiday in lieu shall be observed on 28 December.

25.2.3 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.

25.3 Working on Public Holidays

25.3.1 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.

25.3.2 By agreement between the employer and the employee concerned, the employee may be granted time off in ordinary hours, equivalent to the penalty rate, at a mutually agreed time.

25.3.3 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 three hours work or for the actual hours worked whichever is the greater at the appropriate penalty rate. Time reasonably spent travelling to and from work shall be counted as work time.

25.3.4 If on any public holiday not prescribed as a holiday under this agreement, the employer's establishment or place of business is closed, an employee need not present themselves for duty and payment will not be deducted, but if work is done, penalty rates shall apply.

25.4 Substitute Days

25.4.1 An employer, with the agreement of the affected employee who is a party to this Agreement, may substitute another day for any prescribed in Clause 25.1.

25.4.2 An agreement pursuant to Clause 25.4.1 shall be recorded in writing and be available to every affected employee.

- 25.4.3 Where a public holiday falls on an employee's rostered day off, then the employee will receive one day in lieu.

26 PERSONAL LEAVE

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

- 26.1.1 Paid leave (sick leave) taken by an employee because of a personal illness, or injury, of the employee; or
- 26.1.2 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:
- a personal illness, or injury, of the member; or
 - an unexpected emergency affecting the member.

26.2 Entitlement

- 26.2.1 Upon commencement, an employee will be credited with 10 day's personal leave.
- 26.2.2 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 to personal leave for the hours they are contracted to work proportional to a full-time employee.
- 26.2.3 An employee is not entitled to go into negative sick leave nor can they apply for sick leave in advance.
- 26.2.4 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.
- 26.2.5 A casual employee is not entitled to personal leave except as defined at Clause 26.3.

26.3 Casual Employees

- 26.3.1 Subject to evidentiary and notice requirements contained within this Clause, casual employees shall be entitled to be absent or to leave work for unexpected emergencies, birth of a child, death of an immediate family, or household member, for family care purposes.
- 26.3.2 The period of absence shall be agreed between the employer and employee or, failing agreement, shall be up to two days unpaid per occasion.
- 26.3.3 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.

26.4 Immediate Family or Household

26.4.1 The entitlement to carer's leave or compassionate leave is subject to the person in respect to whom 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; or
- (c) Someone with whom the employee has a special relationship (evidence of this special relationship may be requested by the Leader prior to making a determination of the leave request).

26.4.2 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 stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

26.5 Evidence

26.5.1 An employee will not be required to produce evidence of their absence on personal leave unless specifically requested by their Leader.

26.5.2 In the event that evidence is required, a medical certificate, statutory declaration or other appropriate documentation will be considered appropriate.

26.6 Notice of Intent to Take Personal Leave

26.6.1 An employee must advise their Operational Leader of their intent to take personal leave. Contact must be made with the Operational Leader, or in their absence, the Leader to advise of their absence.

26.6.2 Contact should be made, prior to the commencement of duty, where possible, or where not, within one hour of the usual start time. Contact should be made, stating:

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

26.6.3 If contact is not made within this time, the City 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.

26.6.4 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.

26.7 Workers Compensation

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

26.8 Personal Leave during Annual Leave

26.8.1 If an employee is sick for a period of five consecutive working days or more during a period of annual leave, then the annual leave will be re-credited to the employee.

26.8.2 An employee can only access this Clause if the employee is sick and confined to hospital or place of residence for a consecutive period of five working days. This must be supported by a medical certificate (a statutory declaration will not be accepted in this matter).

26.8.3 Replaced annual leave can be taken at another appropriate time.

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

26.9 Unpaid Personal Leave (for Carers purposes)

Where an employee has exhausted their paid entitlement they shall be entitled to unpaid carers leave for the purposes defined in Clause 26.1.2. The period of absence shall be agreed between the employer and the employee or failing agreement shall be up to two days per occasion, subject to the requirements of Clauses 26.5 and 26.6.

26.10 Leave for Special Circumstances

26.10.1 An employee who will be a primary caregiver to an immediate family or household member who is terminally ill, or in other exceptional circumstances, may use their accrued personal leave for carers leave purposes. This will allow an employee to care for the person, whilst being able to access their accrued personal leave. This entitlement will only apply to employees who need to provide care for a terminally ill family member or in other exceptional circumstances. 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.

26.10.2 An employee may use their accrued personal leave for ceremonial purposes, bereavement leave or to attend to a personal emergency, subject to satisfactory evidence being provided.

26.10.3 Each matter will be dealt with on a case-by-case basis, and the employer, upon request by the employee, will consider allowing the employee access to their accrued annual leave and long service leave in the first instance.

26.11 Portability of Personal Leave

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

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

The City will accept liability of up to eight weeks accrued personal leave for an employee entering in the service of the City, providing the employee comes from another WA Local Government Authority, and they have not had a break in service. The term service shall have the same meaning as for long service leave at Clause 24.10.2.

26.11.3 The City will require a letter from the previous Local Government Authority outlining the employee's service and their current balance of personal leave on termination.

26.12 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 personal leave purposes.

26.13 Payout of Personal Leave *(this Clause does not apply to Painters, Carpenters and Leading Hand Carpenters classified at Level E or F, or employees classified at Level G)*

The following proposal has been developed to reward Council's permanent workforce who, by their continued presence on a day to day basis, contribute to the smooth running of routine tasks by providing a person power and expertise without exploiting personal leave provisions and thereby the goodwill of fellow workers united commitment to team objectives.

The scheme provides for a graduated entitlement to the unused personal leave as per the following model:

Unused Sick Leave	Entitlement
1 – 200 hours	20%
201 – 400 hours	40%
401 – 600	60%
601 hours +	80%

On resignation, retirement or redundancy the employee is entitled to a bonus in accordance with the following formula:

$$(LR - LC) \times EP \times RP$$

Where:

LR = Personal leave entitlement on resignation/retirement

LC = Personal leave entitlement at the commencement of the Scheme

EP = Entitlement percentage

RP = Hourly rate of pay at resignation/retirement

The proposal only pays out for personal leave accumulated in addition to the balance at the start of the scheme and so does not create any sudden liability for Council. Past good performance is recognised by the credits helping increase the entitlement percentage.

26.14 Compassionate Leave

26.14.1 An employee is able to access two days compassionate leave, on each occasion, for the purpose 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.

26.14.2 Compassionate leave may be taken either in a two day block or single days depending on the employee's preference.

26.14.3 The employer may in some circumstances request the employee provide evidence of the relationship to the person who requires care.

26.14.4 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 two days per occasion.

26.14.5 Where a family or household member defined in Clause 26.4 dies outside of Australia an employee shall be entitled to three paid days absence per occasion.

27 PARENTAL LEAVE

27.1 The provisions of this Clause only applies to full-time, regular part-time employees and eligible casual employees (as defined by the Act). Employees are able to access pro-rata unpaid parental leave.

27.2 Subject to the terms of this Clause employees are entitled to parental leave (formerly known as maternity, paternity and adoption leave) and to work part-time in connection with the birth or adoption of a child.

27.3 Definitions

27.3.1 For the purpose of this Clause **“child”** means a child of the employee under school age except for adoption of a child where ‘child’ means a person under 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.

27.3.2 In relation to Clause 27.5.7, **“employee couple”** means two national system employees that are spouse or de facto partner of the other.

27.3.3 Subject to 27.3.4, in this Clause, **“spouse”** includes a de facto or former spouse.

27.3.4 In relation to Clause 27.6, **“spouse”** includes a de facto spouse but does not include a former spouse.

27.3.5 **“Primary caregiver”** is the employee who will assume the principal role for the care and attention of a child.

27.4 Basic Entitlement

27.4.1 After twelve months continuous service, employees 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 if the employee has or will have the responsibility to care for the child.

27.5 Paid Parental Leave

27.5.1 Employees who are the primary caregiver of a newborn child or of an adopted child under the age of five years’ are entitled to take six weeks paid parental leave. This will form part of the 52 weeks parental leave entitlement.

27.5.2 Employees who are NOT the primary caregiver of a new-born child or of an adopted child under the age of five years are entitled to take one weeks paid parental leave upon the birth or adoption of the child.

27.5.3 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 basis of the average weekly hours worked in the twelve months preceding the period of leave.

27.5.4 All existing entitlements will accrue during the period of paid leave.

27.5.5 Paid parental leave can be taken at half pay (i.e. 12 weeks leave).

- 27.5.6 Subject to Clause 27.5.1, 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:
- 27.5.6.1 an unbroken period of up to eight week's unpaid leave at the time of the birth of the child which may include separate periods provided each period is not shorter than two weeks.
 - 27.5.6.2 for adoption leave, an unbroken period of up to eight weeks unpaid leave at the time of placement of the child which may include separate periods provided each period is not shorter than two weeks.

27.6 Application for Parental Leave

- 27.6.1 An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
- 27.6.1.1 Of the expected date of confinement (included in a certificate from a registered medical practitioner confirming the pregnancy) – at least ten weeks prior to the expected date;
 - 27.6.1.2 Of the date on which the employee proposes to commence parental leave and the period of leave to be taken – at least four weeks prior to the leave;
 - 27.6.1.3 Confirmation that they will be the primary caregiver of the child (if application is made subject to Clause 27.5.1).
- 27.6.2 When the employee gives notice under Clause 27.6.1, 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.
- 27.6.3 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.
- 27.6.4 Subject to Clauses 27.5.1 and 27.6 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.
- 27.6.5 Where an employee is pregnant or has been 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.

27.7 Special Parental Leave

- 27.7.1 Where the pregnancy of an employee who is not on maternity leave at the time, 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.
- 27.7.2 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.
- 27.7.3 Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.
- 27.7.4 Where leave is granted under Clause 27.5, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

27.8 Parental Leave – (Adoption leave)

- 27.8.1 The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken.
- 27.8.2 An employee may commence adoption leave prior to providing such notice; where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- 27.8.3 Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:
 - 27.8.3.1 The employee is seeking adoption leave to become the primary caregiver of the child;
 - 27.8.3.2 Particulars of any period of adoption leave sought or taken by the employee's spouse; and
 - 27.8.3.3 That for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- 27.8.4 An employer may require an employee to provide confirmation from the appropriate government authority of the placement.
- 27.8.5 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.

- 27.8.6 An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
- 27.8.7 An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

27.9 Variation of Period of Parental Leave

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

27.10 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.

27.11 Transfer to a Safe Job

- 27.11.1 Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
- 27.11.2 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.

27.12 Returning to Work after a Period of Parental Leave

- 27.12.1 An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- 27.12.2 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 Clause 27.11, the

employee will be entitled to return to the position they held immediately before such transfer.

27.12.3 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 comparable in status and pay to that of their former position.

27.12.4 An employee may request part-time work until the child reaches school age. Approval will be dependent on operational requirements.

27.12.5 An employee may request an extension of their unpaid parental leave of up to a further 12 months.

27.13 Replacement Employees

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

27.13.2 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.

27.14 Communication during Parental Leave

27.14.1 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:

27.14.1.1 make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee is entitled to return to after parental leave; and

27.14.1.2 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 is entitled to return to after parental leave.

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

27.14.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with Clause 27.14.1.

27.15 An employer must not fail to Re-engage a Casual Employee Because:

27.15.1 The employee or employee's spouse is pregnant; or

27.15.2 The employee is or has been immediately absent on parental leave.

27.16 Government Paid Parental Leave Scheme

The paid parental leave entitlement provided to employees in this Agreement by the employer, is in addition to any paid parental leave available under a Government Paid Parental Leave Scheme, for which the employee may qualify (if allowable under legislation).

28 EMPLOYMENT QUALIFICATIONS

28.1 Renewal of Qualification

Where an employee is required to hold a current qualification or licence to meet the minimum requirements of their position, and the qualification or licence requires periodic renewal (other than a Driver's Licence), the City will pay the cost of the refresher training, qualification or licence, which can be undertaken during work time.

28.2 Driver's Licence

28.2.1 An employee who is responsible for driving a Council vehicle must immediately, formally, advise their Supervisor 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.

28.2.2 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.

28.2.3 The employee is responsible for the cost of all drivers' licence renewals, which must be undertaken in their own time.

28.2.4 Where an employee does not have a current driver's license and they are caught driving a council vehicle, disciplinary action will be taken.

28.2.5 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.

29 PURCHASE OF ADDITIONAL LEAVE

An employee may apply to purchase up to four weeks additional leave over a 52 week period in accordance with the City's Leave Management and Entitlements Procedure.

30 OCCUPATIONAL SAFETY AND HEALTH

- 30.1** The City is committed to implementing an effective and comprehensive occupational safety and health program, and will comply with the Occupational Health and Safety Act 1984.
- 30.2** The City 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.
- 30.3** 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.
- 30.4** 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.
 - (f) Cooperation and compliance with the City's Fitness for Work Policy.
- 30.5** Each employee acknowledges his/her personal responsibility to be fit for work and to work in a safe manner. Employees also acknowledge that they need to have an active interest in their own personal safety, and that of their fellow employees and other people on the worksite.
- 30.6** Where an employee is injured at work, the City will work with the employee and support agencies toward a full recovery.

31 SUPERANNUATION AND SALARY PACKAGING

31.1 Superannuation

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

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

31.2 Salary Packaging

It is agreed that salary sacrifice for superannuation contributions will be made available to 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.

31.3 Workers' Compensation

The City will maintain superannuation contributions to employees' superannuation accounts (the superannuation guarantee amount only) while they are in receipt of workers compensation payments.

32 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 date of the redundancy.

32.1 Job Transfer

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

32.2 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.

32.3 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 32.4.4:

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

32.4 Process

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

Alternative Employment

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

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

- 32.4.2 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 32.4.4 will apply. However, should the employee refuse two offers of suitable alternative employment, then the provisions of Clause 32.4.5 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).

- 32.4.3 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

- 32.4.4 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 of four weeks plus one week if the employee is aged over 45 years. This payment does not apply in situations where:
 - (i) the City has been unable to make two offers of suitable alternative employment; and
 - (ii) the four month redeployment period has transpired.
- (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

32.4.5 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

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.

33 COMMITMENT TO PERMANENT EMPLOYMENT

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

33.2 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.

33.3 Management will only approve casual and temporary employment if it can be demonstrated that the proposed work:

33.3.1 Is of a short term nature (less than 36 weeks for casuals and less than 12 months for temporary employees); and/or

33.3.2 Is not able to be arranged so that it can be offered to a permanent employee (full-time or part-time).

Management will review all casual employees after 36 continuous weeks of service and all temporary employees after 12-month continuous service with a view to making these persons permanent, provided that the work is likely to be ongoing.

34 ALLOWANCES

34.1 Fares and Travelling Time

34.1.1 The City shall reimburse all reasonable travelling expenses incurred by the employee in the discharge of their duties upon claiming. The method and mode of transport or travelling shall be mutually agreed. An employee who, on any day, or from day to day, is required to work at a job away from their usual headquarters, depot or other workplace shall, at the direction of the employer, present themselves for work at such job, at the usual starting time.

34.1.1.1 An employee to whom Clause 34.1.1 applies shall be paid at ordinary rates plus any appropriate penalties and loadings for the time spent in travelling between their 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 their home and their usual workplace.

34.1.1.2 An employee who, with the approval of the employer, uses their own means of transport for travelling to or from outside jobs, shall be reimbursed the excess fares and paid travelling time which the employee would have incurred in using public transport unless the employee has an arrangement with their employer for a regular allowance.

34.1.1.3 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 plus any appropriate penalties and loading. 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 salary higher than that of their own grade is fixed by this agreement, in any one day or shift, the employee shall receive for the time so worked and for all hours, the salaries specified for each higher-grade duty.
- 34.2.2 Where an employee is only required to carry out part duties of the higher position, they shall be paid at a rate commensurate with the proportion of part duties performed, as agreed to by the employer and employee.
- 34.2.3 Where an employee, while acting in a higher position, commences any form of leave, they will not receive the salary associated with the higher position, unless they have been acting in the higher position for three months or more.
- 34.2.4 When an employee, while acting in a higher position, is required to perform overtime, the employee will be paid overtime at the higher rate of salary.
- 34.2.5 Where an employee has been acting in a higher position for a continuous period of 12 months or more, they will be permanently appointed to that position, unless the relief period is for a specific purpose. This period may be extended by mutual agreement.

34.3 Meal Allowance

- 34.3.1 Subject to the provisions of Clause 34.3.2(a), an employee required to work overtime for more than two hours shall be paid \$11.86 for a meal and, if an additional four hours of overtime worked, a second or subsequent meal is required he/she shall be paid \$7.70 for each meal so required. This shall not apply where meals are provided by the employer at the employer's cost.
- 34.3.2 The provisions of Clause 34.3.1 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.

- 34.3.3 If an employee to whom Clause 34.3.2(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 Clause 34.3.1.

34.4 Special Rates

- 34.4.1 All employees engaged on fire-fighting duties shall be paid at the rate of \$0.59 per hour in addition to their ordinary rate of wage for the time so employed.
- 34.4.2 All employees working in shafts, trenches or excavations shall be paid the following monies in addition to their ordinary rate of wage:
- when working between 1.8 metres and 6.1 metres below the surface, the amount of \$2.85 per day; or
 - when working more than 6.1 metres below the surface, the amount of \$4.03 per day.

34.5 Vehicle Allowance

34.5.1 Definitions

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

“Metropolitan area” means that area within a radius of 50 kilometres from the Perth railway station.

- 34.5.2 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.
- 34.5.3 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.
- 34.5.4 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 (as a term of employment)

Area and Details	Engine displacement (in cubic centimetres)		
	Over 2600cc	1600 – 2600cc	1600cc and under
	Cents per kilometre		
Metropolitan area			
First 4000km	182.53	154.41	124.40
Over 4000 -8000km	75.25	64.28	53.65
Over 1800 –1600km	39.52	34.27	30.00
Over 16000km	41.47	35.12	30.12

TABLE 2 – MOTOR CAR (not as a term of employment)

Area and Details	Engine displacement (in cubic centimetres)		
	Over 2600cc	1600–2600cc	1600cc and under
	Cents per kilometre		
Metropolitan area	84.17	71.84	59.64

For areas outside the metropolitan area, the rates contained on the Australia Taxation Office website, at the time of the claim will be used.

TABLE 3 - MOTOR CYCLE (not as a term of employment)

Distance travelled during a year on official business	Rate c/km
Rate per kilometre	29.15

34.5.5 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 Clause 34.5.4. 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.

34.5.6 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 Clause 34.5.4. 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.

34.6 Adjustment of Rates

The rates prescribed in Clauses 34.3, 34.4, 34.5, 34.8 and 34.9 will be further adjusted in line with movements of the Perth CPI for the September quarter.

35 PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING

- 35.1** The City shall where necessary and relevant provide employees with all protective clothing and equipment required, including safety glasses.
- 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.
- 35.4** The employee shall clean and maintain personal protective equipment, clothing and tools to a standard required by the employer, outside of 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 their Leader.
- 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 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 114 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 Clause 37.4 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

The City will grant leave of absence for the purpose of emergency service in accordance with the City's Leave Management and Entitlements Procedure.

39 USE OF GPS TECHNOLOGY

- 39.1** GPS technology will allow the City to conduct its business in a more streamlined and effective manner, whilst also providing a safety mechanism for employees who may be working in isolated areas.
- 39.2** The City may install GPS technology on any City vehicle, plant or equipment which will be used:
- 39.2.1 as a duress alarm in the case of emergencies;
 - 39.2.2 for the logging of equipment operating parameters;
 - 39.2.3 for the collection of data for equipment performance analysis;
 - 39.2.4 to provide statistical location data; and
 - 39.2.5 to provide real time location of vehicles to ensure operational safety and efficiency.
- 39.3** The City will advise any employee, and obtain approval from that employee, for the use of (or access to the information for specified purposes) any information obtained from the GPS technology, (which is considered above and beyond that which is detailed in Clause 39.2) and is relevant to that employee.
- 39.4** The information sourced from the technology will only be viewed and used by the appropriate parties. Information that is obtained in relation to Clause 39.3, with the permission of the employees, will remain confidential and will only be distributed to those employee who require the information, including the Leader, NUL, Executive and the City's People & Culture team.
- 39.5** Consent in relation to the GPS policy for new staff will be obtained via their contract of employment.
- 39.6** This Clause cannot override any legislation contained in the Western Australian Surveillance Devices Act 1998 (or as amended).

40 EMPLOYEE INITIATED PHASED IN RETIREMENT

The City is committed to providing a range of initiatives which allow employee flexibility and enables employees to accommodate their differing circumstances as they near the end of their careers with the City, including the arrangement prescribed below.

- 40.1** Full-time ongoing employees may apply to convert to a fixed-term part-time contract for a period of between one to two years, as a transitional arrangement prior to retiring from the City. Such application will require agreement by the City and will be subject to:
- 40.1.1 The employee having been employed at the City for at least 10 years' continuous service;
 - 40.1.2 Satisfactory performance reviews;
 - 40.1.3 Operational requirements; and
 - 40.1.4 Health and safety implications.

- 40.2 The City will continue to pay statutory superannuation contributions based on full-time hours for the period of the fixed-term part-time contract.
- 40.3 All leave accruals will accrue on the part-time hours from the commencement date of the fixed-term appointment.
- 40.4 An employee may defer the taking of all or part of their long service leave entitlement upon entering into an arrangement under this Clause.
- 40.5 Employees are expected to work the normal range of duties for their classification during the period of part-time work.
- 40.6 The employee is responsible for seeking financial advice on the impact of these arrangements on such matters as superannuation, leave entitlements and taxation prior to committing to the arrangement.
- 40.7 The City is under no obligation to reinstate the employees' employment should the employee change their mind.
- 40.8 The employees request to enter into this arrangement must be made in writing and must stipulate the employees' nominated date of retirement. The employee's Leader will provide a written response to the employee within four weeks of receipt of the request. Where such a request is approved it shall be implemented within a reasonable timeframe, subject to operational requirements.

41 ON-CALL

- 41.1 Some Service Units are required to support the public over a 24-hour period. To carry out this function nominated employees will facilitate an on-call roster to provide a timely and appropriate response by the City.
- 41.2 Employee will be paid \$7.37 per hour for each hour they are required to be on-call. The above rate is to be increased according to the salary movements in accordance with Clause 18. This payment will not be made during the time an employee is on call-out.
- 41.3 A roster shall be created in consultation with the affected employees who possess the relevant knowledge to perform the duty. This roster will be issued to the employees. The employees shall work in accordance with the roster except in the case of rangers, where it is a specific requirement of their job.
- 41.4 Employees have the option of not participating in the on-call roster. The frequency with which an employee may be rostered to be on-call shall be restricted to once every four weeks, except with the written agreement of the employee.
- 41.5 Where possible the employee should not be rostered on-call while on a rostered day off (RDO). If an employee identifies that they are on-call during the week of their RDO or are requesting leave, then the employee is required to advise their Operational Leader, and:

41.5.1 If an employee needs to change their roster, then they are to arrange for a suitable replacement.

41.5.2 The Operational Leader will need to approve the variation to the roster prior to the change occurring.

41.6 All employees while on-call shall maintain themselves in accordance with the Fitness for Work Policy.

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

41.8 An employee who is rostered 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.

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

42 CALL-OUT RATES

42.1 All after hours call-out work will be paid a minimum of three hours call-out payment, as per Clause 42.3, unless the employee is only required to contact another party by phone, in this case a payment of \$50 will be paid.

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

42.3 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, and shall be paid from the time the employee leaves home to the time the employee returns home.

42.4 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.

42.5 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.

42.6 A community service employee who is required to be present at the workplace for any period while on a sleepover shift shall be paid 50% of their base rate for each hour plus the on-call allowance provided for in Clause 41.2.

42.7 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 service unit the next working day.

- 42.8 In support of the City's Fitness for Work Policy, an employee who attends on site to a call-out between the hours of 11pm and 5am, will amend their starting time in accordance with Clause 19.7.

43 PERFORMANCE REVIEWS

- 43.1 An annual performance review will be undertaken with all staff on an annual basis during August/September each year. The performance reviews will be conducted with the employee and their Operational Leader or Leader.
- 43.2 The performance review shall be confidential and without limiting the scope it is intended to identify:
- 43.2.1 Any new or enhanced skills required by the employee, if any, together with proposed competency levels required to perform the position.
 - 43.2.2 Any development and expansion anticipated by the Leader for the employee in both the long term and short term.
 - 43.2.3 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.
 - 43.2.4 Career Development.
 - 43.2.5 The performance objectives required.
 - 43.2.6 Current performance level.
 - 43.2.7 An employee can request at this time a salary and/or classification review.
- 43.3 Following a satisfactory performance review, and obtaining the relevant skills as outlined in the classification structure (Appendix B), an employee will be eligible for an annual increment, on or after the first full pay period commencing 1 October each year, providing the employee commenced employment before 1 April that year. Where an employee who commenced on or after 1 April, the employee will be eligible for consideration for an increment in the following year, payable from the first full pay period on or after 1 October of that year.

44 TRAINEESHIPS

All trainees will be paid in accordance with the Award: Schedule E – National Training Wage.

45 ANTI-DISCRIMINATION

- 45.1 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 opinion, national extraction or social origin.

45.2 Accordingly, in fulfilling their obligations under the disputes resolution procedure at Clause 9, 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.

45.3 Nothing in this Clause is to be taken to affect:

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

45.3.2 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.

46 NO EXTRA CLAIMS

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

47 EMPLOYEE REPRESENTATIVES

47.1 The City acknowledges the need to have effective workplace relations. In recognition of this, workplace representatives shall be allowed sufficient access to staff, resources and training necessary to represent staff in workplace relations issues, at the discretion of the Chief Executive Officer.

47.2 This may include, for example, Employee Support Officers, Occupational Safety & Health Representatives and Union Representatives.

48 AGREEMENT OF PARTIES

Signatories

City of Wanneroo

Full Name: Daniel John Simms Position/Authority: Chief Executive Officer

Signature: [Signature] Date: 21 March 2017

Address (of where the Agreement is signed): CITY OF WANNEROO - DUNDEBAR ROAD

Witnessed by: EMMA KANE

Witness Signature: [Signature] Date: 21/3/17

Western Australian Shire Councils, Municipal Roads Board, Parks, Cemeteries and Racecourse, Public Authorities, Water Board Union C.W.A. DIVISION

Full Name: ANDREW GERRARD JOHNSON Position/Authority: DIVISION SECRETARY

Signature: a. g. Johnson Date: 21/3/2017

Address (of where the Agreement is signed): 112 CHARLES ST. WEST PERTH WA 6005

Witnessed by: MARTYN LOVE

Witness Signature: Martyn L Date: 21/3/2017

On behalf of the Employee Bargaining Representatives elected by Employees

Full Name: HENRY OLIVER SCA Position/Authority: CONC REP

Signature: [Signature] Date: 21/3/2017

Address (of where the Agreement is signed): 1201 WANNEROO RD. ASHBY

Witnessed by: Denise Gibbs

Witness Signature: [Signature] Date: 2/3/17

Appendix 1

Wage Schedule

Level	Current Rate	2.65% Salary Increase (ffpp following Effective Date)	2.5% Salary Increase (ffpp 12 months following Effective Date)	2.5% Salary Increase (ffpp 24 months following Effective Date)
Level A.1	\$48,389.70	\$49,672.03	\$50,913.83	\$52,186.67
Level A.2	\$49,480.11	\$50,791.33	\$52,061.12	\$53,362.64
Level A.3	\$50,061.06	\$51,387.68	\$52,672.37	\$53,989.18
Level A.4	\$51,986.32	\$53,363.96	\$54,698.06	\$56,065.51
Level B.1	\$52,567.28	\$53,960.31	\$55,309.32	\$56,692.05
Level B.2	\$53,131.05	\$54,539.02	\$55,902.50	\$57,300.06
Level B.3	\$53,728.64	\$55,152.45	\$56,531.26	\$57,944.54
Level C.1	\$54,309.04	\$55,748.23	\$57,141.94	\$58,570.48
Level C.2	\$54,894.81	\$56,349.52	\$57,758.26	\$59,202.22
Level C.3	\$56,102.63	\$57,589.35	\$59,029.08	\$60,504.81
Level D.1	\$57,124.23	\$58,638.02	\$60,103.97	\$61,606.57
Level D.2	\$58,573.61	\$60,125.81	\$61,628.96	\$63,169.68
Level D.3	\$60,022.99	\$61,613.60	\$63,153.94	\$64,732.79
Level E.1	\$62,836.42	\$64,501.59	\$66,114.12	\$67,766.98
Level E.2	\$65,693.67	\$67,434.55	\$69,120.42	\$70,848.43
Level E.3	\$67,234.14	\$69,015.84	\$70,741.24	\$72,509.77
Level F.1	\$71,404.71	\$73,296.93	\$75,129.36	\$77,007.59
Level F.2	\$72,008.33	\$73,916.55	\$75,764.46	\$77,658.58
Level F.3	\$72,612.52	\$74,536.75	\$76,400.17	\$78,310.17
Level G.1	\$74,261.96	\$76,229.90	\$78,135.65	\$80,089.04
Level G.2	\$76,073.97	\$78,089.93	\$80,042.18	\$82,043.23
Level G.3	\$77,885.40	\$79,949.36	\$81,948.10	\$83,996.80

Appendix 2

CLASSIFICATION SCHEDULE – OPERATIONAL WORKERS LEVEL A – GENERAL HAND (PARKS, ENGINEERING CONSTRUCTION/MAINTENANCE)

JOB REQUIREMENTS	Interest, aptitude, motivation for the work to be undertaken which includes: Basic knowledge and practical application to undertake of a variety of tasks within the relevant discipline	
CHARACTERISTICS	CLASSIFICATION	
Qualifications and Licences	Drivers Licence C Manual	
Drivers Licence	• C Manual	
Experience	0	
Length of Experience 0 – 12 months	0	
Plant Operation	Small machinery applicable for the relevant discipline such as but not limited to, necessary to complete task such as horticulture, parks maintenance, pruning basic drainage, basic road construction, basic traffic management, driving light roller, concreting/paving/ asphalt laying, mowing/ slashing/ pruning, clean up and rubbish removal	
Small machinery		
Communication	Basic oral and written literacy and numeracy skills eg to enable reading and interpretation of road map or read instructions	
Basic oral and written literacy and numeracy skills eg to enable reading and interpretation of road map or read instructions		
Interpersonal	Ability to work as part of a team Minimal interaction with the public	
Ability to work as part of a team.	Minimal interaction with the public	
Complexity/Multi skilling	Tasks are of limited complexity and require low competency	
Tasks are of limited complexity and require low competency		
Supervision	Works under routine (general) supervision either individually or in a team	
Works under routine (general) supervision either individually or in a team	Responsible for the quality and completion of own work subject to direction subject to direction	
Responsible for the quality and completion of own work subject to direction subject to direction		
Decision Making/Problem Solving	Problems at this level require limited personal judgement	
Problems at this level require limited personal judgement	Work procedures are already well established.	
Work procedures are already well established		
Attributes	Capable of physical manual labour	
Capable of physical manual labour		
Accreditations	Basic Traffic Management Manual Hand Tools relevant to the discipline OSH (Induction) and Safety Awareness Card (Blue or White Card)	
Traffic Management		
Manual Hand Tools		
OSH Management		

CLASSIFICATION SCHEDULE – OPERATIONAL WORKERS LEVEL B1 – GENERAL HAND (PARKS, ENGINEERING CONSTRUCTION/MAINTENANCE)

JOB REQUIREMENTS	<p>interest, aptitude, motivation for the work to be undertaken which includes: Working knowledge and practical application to undertake of a variety of tasks within the relevant discipline</p>
CHARACTERISTICS	CLASSIFICATION
<p>Qualifications and Licences Drivers Licence</p> <ul style="list-style-type: none"> • C Manual • MR 	<p>Drivers Licence C Manual, and/or MR (as required for the job)</p>
<p>Experience Length of Experience 1 Year Experience in job specific processes – low competency</p>	<p>1 year recognised relevant industry experience Experience in job specific processes – low competency</p>
<p>Plant Operation Small machinery Use of a variety of selected hand tools and use of minor (light) plant and equipment requiring basic operation rather than technical skills</p>	<p>Small machinery Use of a variety of selected hand tools and use of minor (light) plant and equipment requiring basic skill level and operational understanding, with plant and equipment applicable for the relevant discipline not limited to and necessary to complete tasks such as pruning basic drainage, basic road construction, basic traffic management, driving light roller, chain saw, quick cut, concreting/ paving/ asphalt laying, mowing/ slashing/ pruning, clean up and rubbish removal Safe operation and user maintenance of minor plant Safe operation and user maintenance of vehicles (defined by licence)</p>
<p>Safe operation and user maintenance of minor plant. Safe operation and user maintenance of vehicles (defined by licence)</p>	
<p>Communication Basic oral and written literacy and numeracy skills to enable reading and interpretation of road maps and work instructions</p>	<p>Basic oral and written literacy and numeracy skills eg to enable reading and interpretation of road maps and work instructions</p>
<p>Interpersonal Ability to work as part of a team General Interaction with the public</p>	<p>Ability to work as part of a team General interaction with the public in relation to the work being undertaken</p>
<p>Complexity/Multiskilling Tasks are of limited complexity and require medium competency</p>	<p>Tasks are of limited complexity and require medium competency</p>
<p>Supervision Works under routine (general) supervision either individually or in a team</p>	<p>Works under routine (general) supervision either individually or in a team</p>
<p>Responsible for the quality and completion of own work subject to direction</p>	<p>Responsible for the quality and completion of own work subject to routine direction</p>
<p>Decision Making/Problem Solving Problems at this level require limited personal judgement Work procedures are already well established</p>	<p>Problems at this level may require limited personal judgement Work procedures are already well established</p>
<p>The individual must apply existing known techniques to the work with decision making being within existing routines, procedures and practices</p>	<p>The individual must apply existing known techniques to the work with decision making being within existing routines, procedures and practices</p>

**CLASSIFICATION SCHEDULE – OPERATIONAL WORKERS
LEVEL B1 – GENERAL HAND
(PARKS, ENGINEERING CONSTRUCTION/MAINTENANCE)**

JOB REQUIREMENTS

Attributes	Capable of physical manual labour
Accreditations	Capable of physical manual labour
Traffic Control	Basic Traffic Management
First Aid	First Aid (Desirable)
Variety of light plant	Variety of light plant
Manual hand tools	Manual hand tools
OSH Management	OSH (Induction) and Safety Awareness Card (Blue or White Card)

CLASSIFICATION SCHEDULE – OPERATIONAL WORKERS LEVEL B.2 and B.3- GENERAL HAND (PARKS, ENGINEERING CONSTRUCTION/MAINTENANCE)

JOB REQUIREMENTS	Interest, aptitude, motivation for the work to be undertaken which includes: Working knowledge and practical application to undertake of a variety of tasks within the relevant discipline	
CHARACTERISTICS	CLASSIFICATION	
Qualifications and Licences	Drivers Licence C Manual, MR and/or HR (as required for the job)	
<ul style="list-style-type: none"> • C Manual • MR • HR 		
Experience	2 years recognised relevant industry experience	
Length of Experience – 2 years	Experience in job specific processes – basic competency	
OSH Management	Basic understanding of OSH principles from an on-the-job perspective	
Plant Operation	Use of a variety of hand operated and small power tools and use of plant and equipment requiring medium skill level and operational understanding, with plant and equipment applicable for the relevant discipline not limited to and necessary to complete tasks that involve a range of light/ medium plant/ machinery and job specific technical tools	
Single-function equipment	Single-function equipment	
Operator machine maintenance and set up low to medium complexity	Operator machine maintenance and set up low to medium complexity	
Communication	Proven work related literacy and numeracy	
<ul style="list-style-type: none"> - ability to read and interpret road maps and work instructions - to provide information and advice to other employees and contractors - Ability to read and interpret technical documents and plans 	<ul style="list-style-type: none"> - ability to read and interpret road maps and work instructions - to provide information and advice to other employees and contractors - Ability to read and interpret basic plans 	

CLASSIFICATION SCHEDULE – OPERATIONAL WORKERS LEVEL B. 2 and B.3 - GENERAL HAND (PARKS, ENGINEERING CONSTRUCTION/MAINTENANCE)

CHARACTERISTICS	CLASSIFICATION
Interpersonal Ability to work as part of a team. General interaction with the public. Complexity/Multi skilling	Ability to work as part of a team General interaction with the public in relation to the work being undertaken
Broader range of activities with variation restricted to the area of operation with a limited level of complexity subject to training and/or experience	Broader range of activities with variation restricted to the area of operation with a limited level of complexity subject to training and/or experience
Supervision Works under routine (general) supervision either individually or in a team Responsible for the quality and completion of own work Responsible for quality control/assurance procedures May give direction to external parties	Works under routine (general) supervision either individually or in a team Responsible for the quality and completion of own work Responsible for quality control/assurance procedures, and corrective actions May give direction to external parties
Decision Making/Problem Solving. Problems at this level are generally of a routine nature, requiring experience and a degree of personal judgement based on previous experiences and set guidelines. Solutions are readily available with problems being of limited difficulty Ability to cope with change The individual must apply existing known techniques to the work with decision making being within existing routines, procedures and practices. Including fault finding	Problems at this level are generally of a routine nature, requiring experience and a degree of personal judgement based on previous experiences and set guidelines. Solutions are readily available with problems being of limited difficulty Ability to cope with change The individual must apply existing known techniques to the work with decision making being within existing routines, procedures and practices. Including fault finding
Attributes Capable of physical manual labour Capable of working at heights Capable of working at depth Capable of working in confined spaces Capable of working out of doors Depth perception Ability to concentrate over extended periods	Capable of physical manual labour Capable of working at heights Capable of working at depth Capable of working in confined spaces Capable of working out of doors Depth perception Ability to concentrate over extended periods
Accreditations Traffic Management First Aid Accreditation of relevant plant/equipment Manual hand tools OSH Management	Basic Traffic Management First Aid (Desirable) Accreditation of relevant plant/equipment Manual hand tools OSH (induction) and Safety Awareness Card (Blue or White Card)

CLASSIFICATION SCHEDULE – OPERATIONAL WORKERS LEVEL C – SPECIALIST PLANT OPERATOR (PARKS, ENGINEERING CONSTRUCTION/MAINTENANCE)

JOB REQUIREMENTS	Interest, aptitude, motivation for the work to be undertaken which includes: At a specialist level, operation of a variety of specialised plant within job specific tolerances and/or undertaking specialised operational activities
CHARACTERISTICS	CLASSIFICATION
Qualifications and Licences Certificate level qualifications or approved equivalent. Drivers Licence: • MR • HR • HC	Horticulture Certificate II, or Certificate III in Civil Construction or recognised relevant experience Drivers licence MR, HR and/or HC (as required for the job)
Experience Length of Experience Minimum 2 years Experience in job specific processes – demonstrated competency OSH Management	2+ years recognised relevant industry experience Demonstrated and practical application of skills Understanding of OSH principles from an on-the-job perspective and associated application
Plant Operation Operator skill level medium-high with significant experience Multi-function equipment Proven competency in machine maintenance and set up medium to high complexity	Operator skill level medium-high with relevant experience. Multi-function equipment Proven competency in machine maintenance and set up medium to high complexity
Communication Proven work related literacy and numeracy - ability to read and interpret road maps and work instructions - to provide information and advice to other employees and contractors - ability to read and interpret relevant technical documents and plans	Proven work related literacy and numeracy - ability to read and interpret road maps and work instructions - to provide information and advice to other employees and contractors - ability to read and interpret relevant technical documents and plans
Interpersonal Ability to work as part of a team General interaction with the public	Ability to work as part of a team General Interaction with the public in relation to the work being undertaken
Complexity/Multi skilling Broad range of activities with a medium level of complexity	Broad range of activities with a medium level of complexity

**CLASSIFICATION SCHEDULE – OPERATIONAL WORKERS
LEVEL C – SPECIALIST PLANT OPERATOR
(PARKS, ENGINEERING CONSTRUCTION/MAINTENANCE) cont.....**

CHARACTERISTICS		CLASSIFICATION
<p>Supervision Works under limited supervision either individually or in a team environment May work unsupervised Responsible for the quality and completion of own work and as required that of external parties Responsible for quality control/ assurance procedures Prioritises own work May provide on the job training to employees in work group May give direction to external parties</p>	<p>Works under limited supervision either individually or in a team environment May work unsupervised Responsible for the quality and completion of own work and as required that of external parties Responsible for quality control/ assurance procedures Prioritises own work May provide on the job training to employees in work group, as directed by the immediate Supervisor May give direction to external parties in relation to the work being undertaken</p>	
<p>Decision Making/Problem Solving Problems at this level are generally of a routine nature, requiring experience and a degree of personal judgement based on previous experiences and set guidelines. Solutions are readily available with problems being of limited difficulty Ability to cope with change The individual must apply existing known techniques to the work with decision making being within existing routines, procedures and practices. Including fault finding</p>	<p>Problems at this level are generally of a routine nature, requiring experience and a degree of personal judgement based on previous experiences and set guidelines. Solutions are readily available with problems being of limited difficulty Ability to cope with change The individual must apply existing known techniques to the work with decision making being within existing routines, procedures and practices. Including fault finding</p>	
<p>Attributes Capable of physical manual labour Capable of working at heights Capable of working at depth Capable of working in confined spaces Capable of working out of doors Depth perception Ability to concentrate over extended periods.</p>	<p>Capable of physical manual labour Capable of working at heights Capable of working at depth Capable of working in confined spaces Capable of working out of doors Depth perception Ability to concentrate over extended periods.</p>	
<p>Accreditations Traffic Management First Aid Accreditation of relevant plant/equipment Manual hand tools OSH Management</p>	<p>Basic Traffic Management First Aid (Desirable) Accreditation of relevant plant/equipment Manual hand tools OSH (Induction) and Safety Awareness Card (Blue or White Card)</p>	

CLASSIFICATION SCHEDULE – OPERATIONAL WORKERS LEVEL D – LEADING HAND (PARKS, ENGINEERING CONSTRUCTION/MAINTENANCE)

JOB REQUIREMENTS	Interest, aptitude, motivation for the work to be undertaken which includes: Sound knowledge and practical application of all aspects of relevant discipline combined with the ability to lead a team on a variety of tasks
CHARACTERISTICS	CLASSIFICATION
Qualifications and Licences Certificate level qualifications or approved equivalent Drivers Licence: <ul style="list-style-type: none"> • MR • HR • HC 	Horticulture Certificate III or Certificate III in Civil Construction or recognised relevant experience Drivers licence MR, HR and/or HC (as required for job)
Experience Length of Experience Minimum 3 years Experience in job specific processes - High competency	3+ years recognised relevant industry experience Demonstrated and practical application of skills Knowledgeable of OSH principles from an on-the-job perspective and associated application
Plant Operation Operator skill level high with significant experience Multi-function equipment Proven competency in machine maintenance and set up medium to high complexity	Operator skill level high with relevant experience. Multi-function equipment Proven competency in machine maintenance and set up medium to high complexity
Communication Proven work related literacy and numeracy <ul style="list-style-type: none"> - to read and interpret road maps, work instructions and basic engineering/landscape plans - to provide supervision - to provide information and advice to other employees, higher level staff, clients, suppliers, contractors and members of the public 	Proven work related literacy and numeracy <ul style="list-style-type: none"> - to read and interpret road maps, work instructions and basic engineering/landscape plans - to provide on site job specific supervision - to provide information and advice to other employees, higher level staff, clients, suppliers, contractors and members of the public
Gives direction and guidance to external parties Ability to read and interpret technical relevant documents and plans	Gives direction and guidance to external parties in relation to the work being undertaken Ability to read and interpret relevant technical documents and plans
Interpersonal <ul style="list-style-type: none"> - Highly developed interpersonal skills - Ability to lead a team - Liaison with the public 	Highly developed interpersonal skills Ability to lead a team Job specific public liaison in a positive manner
Complexity/Multi skilling Broad range of activities with a high level of complexity	Broad range of activities with a high level of complexity

**CLASSIFICATION SCHEDULE – OPERATIONAL WORKERS
LEVEL D – LEADING HAND
(PARKS, ENGINEERING CONSTRUCTION/MAINTENANCE) cont.....**

CLASSIFICATION	
CHARACTERISTICS	CLASSIFICATION
<p>Supervision Works under limited direction in a team environment on a range of projects</p> <p>Responsible for the quality and completion of team's work and that of external parties Responsible for quality control/ assurance procedures Responsible for supervision and limited guidance of a small work group and external parties Prioritises work group's work Provides on the job training to employees in the work group</p>	<p>Works under limited direction in a team environment on a range of projects</p> <p>Responsible for the quality and completion of team's work and that of external parties</p> <p>Responsible for quality control/ assurance procedures and corrective actions</p> <p>Responsible for supervision and limited guidance of a small work group and external parties</p> <p>Prioritises the work group's work</p> <p>Provides on the job training to employees in the work group, as directed by the immediate Supervisor</p>
<p>Decision Making/Problem Solving Problems at this level require employees to use some originality in approach with solutions usually attributable to application of previously encountered solutions or experience</p> <p>Required to make technical and operational decisions relating to own work, others' work and safety of the public</p> <p>Ability to cope with change</p> <p>Attributes Capable of physical manual labour Capable of working at heights Capable of working at depth Capable of working in confined spaces Capable of working out of doors Depth perception Ability to concentrate over extended periods. Quality Focus</p> <p>Accreditations Traffic Management First Aid Accreditation of relevant plant/equipment Manual hand tools OSH Management</p>	<p>Problems at this level require employees to use some originality in approach with solutions usually attributable to application of previously encountered solutions or experience</p> <p>Required to make technical and operational decisions relating to own work, others' work and safety of the public</p> <p>Ability to cope with and positively influence change</p> <p>Capable of physical manual labour Capable of working at heights Capable of working at depth Capable of working in confined spaces Capable of working out of doors Depth perception Ability to concentrate over extended periods Consistency in the delivery of quality outcomes</p> <p>Basic Traffic Management and progress towards Traffic Control certification First Aid (Desirable) Accreditation of relevant plant/equipment Manual hand tools OSH (induction) and Safety Awareness Card (Blue or White Card)</p>

CLASSIFICATION SCHEDULE – OPERATIONAL WORKERS LEVEL E – SENIOR LEADING HAND (PARKS, ENGINEERING CONSTRUCTION/MAINTENANCE)

JOB REQUIREMENTS		Interest, aptitude, motivation for the work to be undertaken which includes: High level of knowledge and practical application of all aspects of relevant discipline combined with the ability to lead a team on a variety of tasks
CHARACTERISTICS		CLASSIFICATIONS
Qualifications and Licences		
Certificate level qualifications or approved equivalent. Drivers Licence: <ul style="list-style-type: none"> • MR • HR • HC 		Horticulture Certificate IV or Certificate III in Civil Construction or recognised relevant experience Drivers licence MR, HR and/or HC (as required for job)
Experience		
Length of Experience Minimum 4 years Experience in job specific processes – advanced competency Supervisory experience OSH Management		4+ years recognised relevant industry experience advanced competency and practical application of skills Proven supervisory experience Competent in the principles of OSH from an on-the-job perspective and associated application
Plant Operation		
Advanced competency Operator skill level - advanced with significant experience Multi-function equipment Advanced competency in machine maintenance and set up medium to high complexity		Operator skill level – advanced with significant experience (hand operated and small power tools. A range of light / heavy plant/ machinery Multi-function equipment Advanced competency in machine maintenance and set up medium to high complexity
Communication		
Highly developed work related literacy and numeracy <ul style="list-style-type: none"> - to read and interpret road maps, work instructions and engineering/landscape plans - to provide supervision to a team - to provide information and advice to other employees, higher level staff, clients, suppliers, contractors and members of the public - Reports Gives direction and guidance to external parties Ability to read and interpret relevant technical documents and plans		Highly developed work related literacy and numeracy <ul style="list-style-type: none"> - to read and interpret road maps, work instructions and engineering/landscape plans - to provide supervision to a team - to provide information and advice to other employees, higher level staff, clients, suppliers, contractors and members of the public to provides medium level reports – verbal and written Gives direction and guidance to external parties Ability to read and interpret relevant technical documents and plans

**CLASSIFICATION SCHEDULE – OPERATIONAL WORKERS
LEVEL E - SENIOR LEADING HAND
(PARKS, ENGINEERING CONSTRUCTION/MAINTENANCE) (contd.....)**

CHARACTERISTICS	CLASSIFICATIONS
<p>Interpersonal Advanced interpersonal skills Proven ability to lead a team Liaison with the public</p> <p>Complexity/Multi skilling Broad range of activities with a high level of complexity Works with cross functional teams</p> <p>Supervision Works independently either individually or in a team environment on a range of projects Responsible for the allocation, quality completion and standard of work performed by the work group and that by external parties by external parties Responsible for quality control/ assurance procedure Responsible for supervision and guidance of multi work groups Gives technical directions to contractors and other staff Prioritises team's work Provides on the job training to employees in the work group</p>	<p>Advanced interpersonal skills Proven ability to lead a team Liaison with the public</p> <p>Broad range of activities with a high level of complexity Works with cross functional teams</p> <p>Works independently either individually or in a team environment on a range of projects Responsible for the allocation, quality completion and standard of work performed by the work group and that by external parties Responsible for quality control/ assurance procedures and corrective actions Responsible for supervision and guidance of multi work groups Gives technical directions to contractors and other staff Prioritises team's work Provides on the job training to employees in the work group in liaison and/or as directed with the immediate Supervisor</p>
<p>Decision Making/Problem Solving Problems at this level require employees to use some originality in approach with solutions usually attributable to application of previously encountered solutions or experience Required to make technical and operational decisions relating to own work, others' work, the work groups and safety of the public Prioritises and allocates work Decision making involves fault finding</p>	<p>Problems at this level require employees to use some originality in approach with solutions usually attributable to application of previously encountered solutions or experience Required to make technical and operational decisions relating to own work, others' work, the work groups and safety of the public Prioritises and allocates work Decision making involves fault finding</p>

**CLASSIFICATION SCHEDULE – OPERATIONAL WORKERS
LEVEL E - SENIOR LEADING HAND
(PARKS, ENGINEERING CONSTRUCTION/MAINTENANCE) (contd.....)**

CLASSIFICATIONS	
CHARACTERISTICS	CLASSIFICATIONS
Attributes Capable of physical manual labour Capable of working at heights Capable of working at depth Capable of working in confined spaces Capable of working out of doors Depth perception Ability to concentrate over extended periods. Quality Focus	Capable of physical manual labour Capable of working at heights Capable of working at depth Capable of working in confined spaces Capable of working out of doors Depth perception Ability to concentrate over extended periods Quality Focus
Accreditations Traffic Management First Aid Accreditation of relevant plant/equipment Manual hand tools OSH Management	Basic Traffic Management and progress towards Traffic Control certification First Aid (Desirable) Accreditation of relevant plant/equipment Manual hand tools OSH (induction) and Safety Awareness Card (Blue or White Card)

21 March 2017

Commissioner Wilson
Fair Work Commission
Victoria Registry
11 Exhibition Street
Melbourne, Victoria 3000

Dear Commissioner Wilson

AG2017/649 – Application for Approval of the City of Wanneroo Asset Operations Enterprise Agreement 2017 – Undertakings

I refer to the Fair Work Commission's email sent to the City of Wanneroo (City) on 21 March 2017 in relation to the City of Wanneroo Asset Operations Enterprise Agreement 2017 (Agreement).

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

The City undertakes that shift-workers employed under this Agreement will be provided with an extra week of annual leave (5 weeks in total per year). For the purpose of section 87(1)(b) of the Fair Work Act, a shift-worker is an employee:

- (a) who works a roster and who, over the roster cycle, may be rostered to work ordinary shifts on any of the seven days of the week; and*
- (b) who is regularly rostered to work on Sundays and public holidays.*

Yours sincerely



Daniel Simms
Chief Executive Officer