



CORRECTION TO DECISION

Fair Work Act 2009
s.185—Enterprise agreement

City of Wanneroo
(AG2016/2717)

CITY OF WANNEROO SALARIED OFFICERS ENTERPRISE AGREEMENT 2016

Local government administration

COMMISSIONER ROE

MELBOURNE, 9 MAY 2016

Application for approval of the City of Wanneroo Salaried Officers Enterprise Agreement 2016.

The decision issued by the Fair Work Commission on 6 May 2016 [2016] FWCA 2834 is corrected as follows:

1. By deleting the last sentence in paragraph [4] and replacing it with the following :

“The nominal expiry date of the Agreement is 13 May 2019.”



COMMISSIONER

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DECISION

Fair Work Act 2009

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

City of Wanneroo

(AG2016/2717)

CITY OF WANNEROO SALARIED OFFICERS ENTERPRISE AGREEMENT 2016

Local government administration

COMMISSIONER ROE

PERTH, 5 MAY 2016

Application for approval of the City of Wanneroo Salaried Officers Enterprise Agreement 2016.

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

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in Section 186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[3] The Australian Municipal, Administrative, Clerical and Services Union 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.

[2016] FWCA 2834

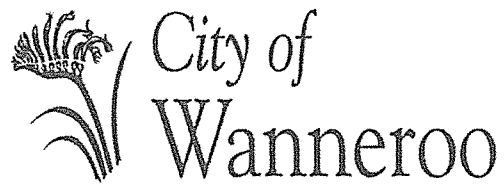
[4] The Agreement was approved on 6 May 2016 and, in accordance with s.54, will operate from 13 May 2016 .The nominal expiry date of the Agreement is 6 May 2020.



COMMISSIONER

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**CITY OF WANNEROO SALARIED OFFICERS
ENTERPRISE AGREEMENT 2016**

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2 TITLE OF AGREEMENT

This Agreement shall be known as the '*City of Wanneroo Salaried Officers Enterprise Agreement 2016*'.

3 OBJECTIVES OF AGREEMENT

- To create a partnership based on open communication to facilitate a flexible and agile 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 pursuant to section 172(2) of the *Fair Work Act 2009* (the Act) on:

- The City of Wanneroo; and
- All Employees employed in a position in accordance with the classification descriptors set out in Appendix 1 and who currently work, or who are engaged during the life of this Agreement to work, in the City's administration services units.

The parties acknowledge that the Australian Municipal Administrative Clerical and Services Union (**Australian Services Union**) will be covered by this Agreement upon approval of their applications made under section 183 of the Act by the Fair Work Commission (**FWC**).

5 DATE AND PERIOD OF OPERATION

- 5.1 This Agreement shall be effective 7 days after approval by the FWC (**Effective Date**).
- 5.2 This Agreement shall remain in force for a period of three years from the Effective Date. 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 6 months prior to the expiry of this Agreement to start negotiations for a replacement Agreement.

6 ENFORCEABILITY

If any provision of this Agreement is declared or determined to be illegal or invalid by final determination of any court or tribunal of competent jurisdiction, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected, and the illegal or invalid part, term or provision shall be deemed not to be part of this Agreement.

7 DEFINITIONS

- 7.1 'Act' shall mean the *Fair Work Act 2009*, as amended.
- 7.2 'Agreement' shall mean this City of Wanneroo Salaried Officers Enterprise Agreement 2016 (Inside Workforce)
- 7.3 'Award' shall mean the Local Government Industry Award 2010.
- 7.4 'Chief Executive Officer' shall mean the Chief Executive Officer of the City of Wanneroo.
- 7.5 'City', and 'Employer' shall mean the City of Wanneroo.
- 7.6 'Community Services Officer (Recreation)' means an Employee listed within Schedule 2 of this Agreement and a person engaged by the City whose role is to initiate, coordinate, encourage, promote or conduct recreational activities within a community and shall include an assistant in relation to such functions and recreation centre and swimming pool Employees. Provided that this definition does not include a person employed in a clerical capacity, for example a Cashier/ Receptionist, in a Recreation/ Aquatic Centre.
- 7.7 'Effective Date' means the date 7 days after approval of this Agreement by the FWC in accordance with clause 5.1.
- 7.8 'Employees', 'Officers', and 'Workforce' means those currently carrying out work, or engaged during the life of this Agreement to carry out work, and subject to clause 38, being as defined in Appendix 1 and Schedule 2.
- 7.9 'FWC' means Fair Work Commission.
- 7.10 'Leader' means – a person at the level of Coordinator, Business Manager, Manager or Executive with one or more direct reports or as otherwise designated by the City.
- 7.11 'Library Officer' means an Employee listed within Schedule 2 (Library Officer Salary Schedule) employed to work in the City of Wanneroo Libraries.
- 7.12 'Local Government' means a local government established under the Local Government Act 1995 (WA).
- 7.13 'NES' means the National Employment Standards as contained in the Fair Work Act 2009.
- 7.14 'Next up Leader' or 'NUL' is a person at the level of Manager or Executive with one or more direct reports with Leaders reporting to them.
- 7.15 'Ordinary Hourly Rate of Pay' means the applicable annual salary in Schedule 1 or 2 divided by 1976 or by 2080 for Rangers.
- 7.16 'Ordinary Hours of Work', means those hours 'ordinarily' worked by an Employee and in accordance with Clause 19 of this Agreement and/or specified within Employees existing contracts of employment.
- 7.17 'Parties' mean those parties listed in Clause 4 to this Agreement.
- 7.18 'Perth CPI' shall mean the Australian Bureau of Statistics publication (6401.0 Consumer Price Index Australia) under the heading 'ALL GROUPS, Percentage changes' and shall be taken to mean the percentage change in the consumer price

index to the quarter immediately prior to the first, second and third pay rises pursuant to Clause 18.1 and as shown in Schedule 1 and Schedule 2, from the corresponding quarter of the previous year.

- 7.19 **'Ranger & Surveillance Officer'** means an Employee employed to patrol, within the geographical confines of the City, for the purpose of watching, protecting or inspecting all property belonging to the City and/ or to enforce one or more of the City's by-laws or any Acts of parliament which the City is empowered to enforce.
- 7.20 **'Safety Patrol Officer'** means an Employee employed to patrol, within the geographical confines of the City, for the purposes of watching, protecting or inspecting all property belonging to the City. A Safety Patrol Officer does NOT enforce any of the City's by-laws or any Acts of parliament.
- 7.21 **'School Age'** means the age at which the child is required by a law of the State of Western Australia to attend school.
- 7.22 **'Service'** is a period during which the Employee is employed by the employer and includes time for which the Employee is entitled to take approved paid leave, unpaid community service leave, unpaid period of stand down and any other period as prescribed by the *Fair Work Regulations 2009 (Cth)*. 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.
- 7.23 **'Shift Worker'** for the purpose of the NES and section 87(1)(b) of the Act, a shift worker is an Employee:
- (i) 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
 - (ii) Who is regularly rostered to work on Sundays and public holidays.

Where an Employee with 12 months' continuous service is engaged for part of the 12 monthly period as a shift worker, that Employee must have their annual leave increased by half a day for each month the Employee is continuously engaged as a shift worker, up to a maximum of five additional days.

- 7.24 **'Unsociable Hours'** refers to ordinary hours worked before 7:00am or after 7:00pm Monday to Friday, and all hours on weekends or on public holidays.
- 7.25 **'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 AND NO REDUCTION

- 8.1 This Agreement is comprehensive and replaces the City of Wanneroo Salaried Officers Collective Enterprise Agreement 2012 and the Local Government Industry Award 2010 in its entirety and excludes any other industrial instrument that might otherwise apply.
- 8.2 This Agreement incorporates the NES. Certain provisions of this Agreement may supplement the NES but nothing in this Agreement will operate such as to provide a detrimental outcome for Employees as compared to an entitlement under the NES.
- 8.3 No Employee will, overall, experience a reduction in entitlements as a consequence of the introduction of this Agreement.

9 DISPUTE RESOLUTION PROCEDURES

9.1 Dispute Resolution Steps

In the event of a dispute or issue in relation to a matter arising between the Employee and Employer in respect of the meaning, effect or operation of this Agreement or the NES, the following process will apply. This process may also apply for other matters pertaining to the employment relationship, where the Employer and Employee mutually agree and provided the Employee has attempted to resolve the matter in accordance with the City's Grievance and Complaints Procedure (notwithstanding that at all times an Employee may exercise any right provided for in the Act):

- 9.1.1 The Employee concerned will at first instance (and as soon as practicable) raise the issue with their Leader.
- 9.1.2 In the event the dispute is not resolved, to the satisfaction of the parties affected within three business days, the dispute shall be referred to the NUL.
- 9.1.3 If after seven business days of the referral of the issue to the NUL, the dispute is not resolved to the satisfaction of the parties affected, an affected party will refer the dispute to the Chief Executive Officer for mediation and/ or resolution by conciliation.
- 9.1.4 If the matter is still not resolved to the satisfaction of the parties affected and all steps set out in clauses 9.1.1, 9.1.2 and 9.1.3 have been taken, an affected party may refer the dispute to the FWC.
- 9.1.5 The FWC shall attempt to conciliate an acceptable outcome between the affected parties. In the event that conciliation is exhausted and does not arrive at an agreed outcome, the FWC may arbitrate matters related to the meaning, effect or operation of this Agreement or the NES, or other matters mutually agreed between the parties.

The parties to a dispute must genuinely attempt to resolve the dispute at the workplace level.

The Employee who has raised the dispute may appoint a support person to participate and assist the Employee at any step throughout this process.

Where the Employer or Employee requests documentation/ information from the Employee's personal file relevant to the dispute, then such documentation shall be provided, provided the release of information does not disclose confidential or commercially sensitive information or breaches any prevailing legislation.

Where an Employee has a dispute with the application of any Policy or Procedure, the matter is to be dealt with in accordance with the City's Grievances and Complaints Procedure.

9.2 Continuation of Normal Work

Normal uninterrupted work shall continue at all times whilst a dispute is being progressed through the steps set out in clause 9.1 and no party will be prejudiced by the continuation of normal work.

10 CONSULTATION REGARDING MAJOR WORKPLACE CHANGE AND CHANGE TO HOURS

10.1 City to Notify

- 10.1.1 Where the City has made a definite decision to:

- (a) introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees; or
- (b) change Employees' regular roster or Ordinary Hours of Work (including days, e.g. Saturday, and span),

the City will notify the Employees who may be affected by the proposed changes and their representatives, if any.

10.1.2 Significant effects include termination of employment; major changes in the composition, operation or size of the City's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations; and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters, an alteration is deemed not to have significant effect.

10.2 City to Discuss Change

10.2.1 The City must:

- (a) discuss with the Employees affected and their representatives, if any, the introduction of the changes referred to in Clause 10.1, the effects the changes are likely to have on Employees and measures to avert or mitigate the adverse effects of such changes on Employees;
- (b) engage in direct consultation with the Employees to seek their views about the impact of the changes (for a change under clause 10.1.1(b) this includes any impact in relation to their family responsibilities or caring responsibilities);
- (c) give prompt consideration to matters raised by the Employees and/ or their representatives in relation to the changes; and
- (d) ensure Employees affected by a change under clause 10.1.1(b) have the opportunity to volunteer to change their Ordinary Hours of Work as part of this consultation process.

10.2.2 Consultation, discussion and engagement with Employees for the purpose of clause 10.2.1 shall include face-to-face meetings for the purpose of receiving feedback from affected Employees and providing a response to such feedback.

10.2.3 Employees may be represented for the purposes of consultation. Employees appointing a representative must advise the City in writing of the name, address and contact details of their representative.

10.2.4 The discussions must commence as early as practicable after a definite decision has been made by the City to make the changes referred to in Clause 10.1.

10.2.5 For the purposes of such discussions, the City will provide in writing to the Employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees and any other matters likely to affect Employees provided that the City is not required to disclose confidential or commercially sensitive information, the disclosure of which would be contrary to the City's interests.

10.2.6 For the purposes of consultation relating to a change arising from clause 10.1.1(b), consultation is required prior to the commencement of any proposed change but once any change to Ordinary Hours of Work has been implemented, the requirements of clause 10 are taken to have been met.

11 EMPLOYEE CONSULTATIVE GROUP

An Employee Consultative Group shall be established within the first three months of the effective date of this Agreement and will remain in place for the effective life of this Agreement in accordance with the Employee Consultative Group Terms of Reference.

11.1 At the first meeting of the Employee Consultative Group (the ECG), Terms of Reference will be adopted which may be varied from time to time by the ECG.

11.2 The purpose of the ECG is for the ECG to report to the City on the progress of this Agreement; and for the Group to share with Employees', new initiatives the City is undertaking that significantly impact on all Employees covered by this Agreement.

11.3 ECG meetings are for informative discussions and information sharing only. However the City shall give consideration to feedback from the ECG.

11.4 The ECG shall consist of 2 representatives from each Directorate, chosen by their peers to best represent the workforce and one representative from Human Resources, chosen by the Manager People & Culture. The ECG will be chaired by the Director Corporate Strategy & Performance or a delegate of their choosing.

11.5 Minutes will be taken of each meeting and made available to all Employees covered by the Agreement. At least 2 meetings will be scheduled per year for the life of the Agreement.

12 APPOINTMENTS AND PROBATIONS

12.1 An Employee, when employed at the City, will be engaged on a probationary period of 3 months, with a possible 3 month extension.

12.2 At any time during or at the end of the probation period, an Employee may request their Leader or the Leader shall advise the Employee that a performance appraisal is to be conducted to determine if the Employee has successfully completed their probation.

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.

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

- 13.1 The notice of termination, for Employees other than casual Employees, shall be in accordance with the following scale:

Period of continuous service	Period of notice
1 year or less	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

In addition, Employees over 45 years of age at the time of the giving of the notice, with not less than 2 years' continuous service, shall be entitled to an additional one week's notice.

13.2 Notice Period Requirements

- 13.2.1 The employment of a casual Employee may be terminated with the provision of one hour's notice.
- 13.2.2 Employees may terminate their employment with the same notice as outlined in Clause 13.1 above but do not need to provide the additional week for being over 45 years of age and having completed at least two years of continuous service.
- 13.2.3 Where an Employee is absent without authorisation during a period of notice, the Employee will forfeit the entitlement to payment for that part of the period of notice.
- 13.2.4 Where an Employee is engaged on a fixed term basis, the Employee will be advised of the duration of the fixed term engagement at the time of commencement.
- At any time during the fixed term engagement, the Employer may terminate a fixed term Employee's engagement. In these circumstances, the Employee will be entitled to the provision of notice outlined in Clause 13.1.
- 13.2.5 In the event of the Employee failing to give the required notice, payment equal to the monetary equivalent of the balance of the notice period not provided will be forfeited by the Employee.
- 13.2.6 The City, with NUL approval, may elect to make a payment to the Employee in lieu of part or all of the notice period. 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.

- 13.2.7 The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal, or in the case of casual Employees other than eligible casual Employees as defined by the Act.
- 13.2.8 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 their traineeship and is re-engaged by the City within six months of such termination, the period of traineeship shall be counted as service in determining any future notice of termination.

13.3 Time off During Notice Period

Where the Employer has given notice of termination to an Employee under clause 13.2, an Employee shall be allowed up to one day off at their ordinary daily rate (i.e. 11.5 hours for Rangers & Surveillance Officers) for the purpose of seeking other employment. The time off shall be taken after consultation and agreement with the employer.

13.4 Transfer 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 transfer of business, the City will wherever possible strongly advocate for this to happen.

In the event of a transfer of business where the other business or Local Government fails to accept liability for an Employee's period of continuous service, the City will pay to the Employee all entitlements owing to them prior to the transfer occurring.

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, unless in accordance with Clause 19 – Hours of Work.

15 PART TIME EMPLOYEES

- 15.1 A part-time Employee shall mean an Employee who is employed to work less than the average of 76 ordinary hours per fortnight. Such Employees shall be paid the salary provided in Schedule 1 or 2 for their classification on a pro rata basis.
- 15.2 Accrual of annual leave and absence through sickness for such Employees, pursuant to Clause 22 – Annual Leave and Clause 25 and Clause 26 – Personal & Compassionate Leave, or any other appropriate clause providing such entitlements, shall be in the proportion that the hours regularly worked each week bears to the full time hours.
- 15.3 Any variation of the agreed working hours must be by consultation or by mutual agreement between the Employer and the affected Employees.
- 15.4 A part time Employee can be asked to work additional hours. The Employee will be paid at the Ordinary Hourly Rate of Pay for such additional hours. A part time Employee becomes entitled to overtime where they have worked in excess of 76 hours in a fortnight.

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 of Pay prescribed for the classification of work performed with the addition of a 25% casual loading which will be paid in lieu of paid leave entitlements, redundancy and other benefits associated with permanent, full time employment. Casual Community Service Officers (Recreation) will be paid the rates specified in Schedule 2 which have the 25% loading included.
- 16.2 A casual Employee who works outside the Ordinary Hours of Work prescribed by Clause 19 – Hours of Work, shall be entitled to Additional Rates for Ordinary Hours of Work in accordance with Clause 19.11 and overtime payments in accordance with Clause 20 – Overtime.
- 16.3 Where a casual Employee works hours which would entitle them to payment of more than one of the penalties payable in accordance with the Additional Rates for Ordinary Hours of Work as prescribed in clause 19.11, overtime or public holiday provisions of this Agreement, only the highest of any such penalty shall be payable on the rate prescribed in clause 16.1.

17 TEMPORARY EMPLOYEES (Fixed-Term)

- 17.1 A temporary Employee means an Employee engaged on a fixed-term contract for a specific period of time, or a specific project. A temporary Employee may be employed on a full or part-time basis receiving all those entitlements consistent with their term of engagement under this Agreement, unless specified otherwise in the employment contract.
- 17.2 From the commencement of this Agreement, where an Employee has been appointed on more than three rolling fixed-term contracts for exactly the same role; and the period of such contracts has exceeded 36 months; and the Employee has been assessed as 'meets expectations' (as a minimum) for each of their annual performance appraisals for the duration of the rolling fixed-term contracts, the Employee may be permanently appointed to that position, unless the position is:
- held by another Employee; or
 - for specific purposes only i.e. project work; or
 - funded by an external body and further funding is confirmed as unlikely to continue in the foreseeable future, and the City has determined the service is unlikely to continue.

18 SALARY MODEL

18.1 Salary Model

- 18.1.1 A salary increase of Perth CPI or 3% increase or \$30 per week, whichever is the greater, will be paid on the first full pay period following the Effective Date.
- 18.1.2 A further Perth CPI salary increase or 3% increase or \$30.90 per week, whichever is the greater, will be paid on the first full pay period 12 months after the payment under clause 18.1.1.
- 18.1.3 A further Perth CPI salary increase or 3% increase or \$31.83 per week, whichever is the greater, will be paid on the first full pay period 12 months after the payment under clause 18.1.2.

- 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.
- 18.3 A sign on bonus consisting of a flat gross payment will be made to all Employees who were employed by the City on the final date on which the Employees voted on this Agreement and who remain employed as at the Effective Date of the Agreement. This payment will be an amount equivalent to five twelfths (5/12) of 3% of the individual Employee's annual base salary as at the final date on which the Employees voted on this Agreement and will be payable in the first full pay period after the Effective Date of the Agreement. Any Employee who commences employment with the City after the final date on which the Employees voted on this Agreement or who leaves employment prior to the Effective Date of the Agreement will not be eligible to receive this payment. This payment shall be pro-rated for part time employees.

19 HOURS OF WORK

- 19.1 The Ordinary Hours of Work for Rangers & Surveillance Officers, Safety Patrol Officers, Library Officers and Community Service Officers (Recreation) are as set out in clauses 19.12, 19.13 and 19.14, 19.15 and 19.16.
- 19.2 For Employees not covered by clause 19.1, the Ordinary Hours of Work for full time Employees will be an average of 76 hours per fortnight spread over 10 days. The span of Ordinary Hours of Work for such Employees shall be from 7am to 7pm on Monday to Friday, unless amended by consultation in accordance with clauses 10 and 19.3.
- 19.3 Where an Employee's Ordinary Hours of Work are varied in accordance with clause 10, such variation must be recorded in writing. A change to Ordinary Hours of Work made in accordance with clause 10 (including a change volunteered by Employee/s under clause 10.2.1(d)) is not to be considered to be a voluntary change for the purposes of clause 19.4 of this Agreement.

Notwithstanding any other clause of this Agreement, an employee cannot be required to work Ordinary Hours of Work:

- before 5am or after 9pm, Monday to Friday;
- on a Saturday before 8.30am or after 5.00pm; or
- on a Sunday.

- 19.4 An employee, with the approval of their Leader, can voluntarily schedule their Ordinary Hours of Work at any time between 6.00am and 10.00pm Monday to Friday and between the hours of 7.00am and 5.30pm on a Saturday. Where an employee requests to work their Ordinary Hours of Work in accordance with this clause, they shall not be entitled to any additional payments under clause 19.11.
- 19.5 On occasions Employees may vary the starting and finishing times of their Ordinary Hours of Work by agreement between the affected Employee(s) and their Leader, taking into account the hours of work the unit needs to be operational.
- 19.6 Employees shall be entitled to an unpaid meal break of at least 30 minutes after five hours of continuous work. With agreement between the employer and the employee, the unpaid meal break can be taken at a time and location convenient to the operations of the service unit.
- 19.7 An Employee may work up to a maximum of 10 ordinary hours on any day/ shift (excluding unpaid meal breaks) or, by agreement between the Employer and the Employee, up to a maximum of 12 ordinary hours on any day/ shift.

- 19.8 A rest period of 10 hours will be provided from the time of ceasing work to the time of resumption of work. 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.
- 19.9 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.
- 19.10 An Employee will be provided with notice of a change to working hours within the Ordinary Hours of Work as detailed below, unless a lesser period is agreed between the Employee and their Leader:
- 19.10.1 Where the change of hours affects hours of work within 1 pay cycle, 48 hours' notice will be provided.
- 19.10.2 Where the change of hours affects hours of work for longer than 1 pay cycle, 2 weeks' notice will be provided.
- 19.10.3 Where the change of hours affects hours of work for longer than 2 pay cycles, 4 weeks' notice and by mutual agreement.

19.11 Additional Rates for Ordinary Hours of Work

- 19.11.1 Ordinary Hours of Work performed on Monday to Friday, between 7:00am and 7:00pm attract no penalties, loadings or additional rates. Subject to the terms of this Clause, Ordinary Hours of Work performed outside of the span of Monday to Friday between 7:00am and 7:00pm and all hours worked on weekends will attract the following rates (including for Community Services Officers, Environmental Health Officers and Recreation Centre Employees):

Period	Loading Amount
5:00am to 7:00am, Monday - Friday	15%
7:00pm to Midnight, Monday - Friday	15%
Midnight to 5:00am, Monday - Friday	25%
Each hour on Saturday	25%
Each hour on Sunday	50%

The above rates are not payable to Rangers & Surveillance Officers, Caretakers and Safety Patrol Officers.

- 19.11.2 Level 2, Level 3 and Level 4 **Library Officers** have incorporated into their base salary a loading of 10% as set out in Schedule 2 on all rostered hours worked in recognition of their regular rostering during Unsociable Hours, therefore no further claims for the 10% loading can be made in the future.

Ordinary Hours of Work for Library Officers as specified above, will be consistent with Clause 19.14 of this Agreement.

- 19.11.3 Level 2, Level 3 and Level 4 **Library Officers** employed with the City prior to the Effective Date of this Agreement will also be entitled to Additional Rates for Ordinary Hours of Work in accordance with Clause 19.11.1, except for the below variations:
- a loading of 15% to be payable for each hour worked between 6pm to 7pm Monday – Friday;

- all hours worked on a Saturday are to be paid a loading of 50%; and
 - all hours worked on a Sunday are to be paid a loading of 75%.
- 19.11.4 Level 2, Level 3 and Level 4 **Library Officers** employed with the City after the Effective Date of this Agreement will be entitled to Additional Rates for Ordinary Hours of Work in accordance with Clause 19.11.1 and will not be entitled to the higher percentage rate payments as set out in Clause 19.11.3.
- 19.11.4 **Rangers & Surveillance Officers** have incorporated into their base salary a loading of 15% on all hours worked, in lieu of the unsociable hours they are required to work and are therefore not entitled to any additional rates under this clause.
- 19.11.5 **Caretakers** have incorporated into their base salary a loading of 15% on all hours worked, in lieu of the unsociable hours they are required to work and are therefore not entitled to any additional rates under this clause.
- 19.11.6 **Safety Patrol Officers** have incorporated into their base salary a loading of 25% on all hours worked, in lieu of the unsociable hours they are required to work and are therefore not entitled to any additional rates under this clause.
- 19.11.7 Except where provided in Clause 19.11.2, where an Employee works hours which would entitle them to payment of more than one of the penalties payable in accordance with Additional Rates for Ordinary Hours of Work, penalties, overtime or public holiday provisions of this Agreement, only the highest of any such penalty shall be payable on the base rate.

Ordinary Hours of Work for Rangers & Surveillance Officers, Safety Patrol Officers, Library Officers and Community Service Officers (Recreation)

19.12 The span of ordinary hours for **Rangers & Surveillance Officers** is Monday to Sunday between 06:00 and 24:00 to meet the requirements of the provision of Ranger & Surveillance Services duties and provide coverage to meet the various community demands throughout the year.

Rangers & Surveillance Officers agree to work an 80 hour fortnight (their ordinary hours) Monday to Sunday, in which 8 to 12 hours can be worked in any one day over a 14 day fortnight.

19.13 The span of ordinary hours of work for **Safety Patrol Officers** is Monday to Sunday between 6:00pm and 8:00am to meet the requirements of the provision of Safety Patrol Officer Duties and provide coverage to meet the various community demands throughout the year.

19.14 **Library Officers** must be prepared to work flexible rostered ordinary hours in accordance with operational requirements and to meet the community needs.

The span of ordinary hours for **Library Officers** is between 8:00am to 8:00pm Monday to Friday and between 8:30am to 5:00pm on Saturdays.

19.15 The span of ordinary hours of work for **Community Service Officers (Recreation)** is between 5:00am to 10:00pm Monday to Friday and between 7:00am to 7:00pm Saturday, Sunday and Public Holidays to meet the needs of the community.

Rates for **Community Service Officer (Recreation)** that do not fall within the current classification structure will be paid in accordance with Schedule 2 of this Agreement.

19.16 Community Service Officers (Recreation) that are on the City's approved Emergency Response Team Register will be instead entitled for those days worked in such capacity:

19.16.1 Two 15 minute paid meal breaks for rostered shifts greater than 4.5 hours but less than 6.75 hours.

19.16.2 One 15 minute paid meal break and one 30 minute paid meal break for a rostered shift greater than 6.75 hours

20 OVERTIME

20.1 Overtime shall mean all work performed at the direction of the Employee's Leader that is:

- in excess of the Employee's number of Ordinary Hours of Work (e.g. more than 76 hours per fortnight); or
- in excess of 10 hours on any one day; or
- in excess of the hours set out in clause 19.12 for Rangers & Surveillance Officers.

An Employee must obtain approval from their Leader before working overtime. Without this approval, overtime payments or time off in lieu (TOIL) will not be made. An exception to this is in the case of the extreme urgency of the work being such that the approval cannot be gained until after the work is performed.

20.2 An Employee will be compensated for working approved overtime by either being paid at the appropriate overtime rate or by taking TOIL proportionate to the overtime payment. For overtime to be taken as TOIL an agreement must be made between the employer and the Employee, subject to operational needs.

20.3 If overtime is taken as TOIL, a maximum of 76 hours can be accrued and further approved overtime worked above the 76 hours will be paid as overtime in the next available pay period. No further accrual of TOIL will be permitted until the balance is reduced to less than 76 hours. Note, flexi-time can only be claimed for ordinary hours worked while TOIL can only be claimed for overtime hours worked.

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 12:00 noon 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 12:00 noon 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 24 - Public Holidays, shall be paid at the rate of double time and one half.

20.6 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.

- 20.7 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:
- 20.7.1 Time reasonably spent in getting to and from work shall be counted as time worked.
- 20.7.2 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.
- 20.7.3 Multiple call outs during the one three hour period will not result in additional payment for each call out.
- 20.8 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.
- 20.9 When an Employee is directed to hold themselves in readiness for a call to work after ordinary hours, they shall be paid at ordinary rates for the time they so hold themselves in readiness.
- 20.10 Subject to Clause 20.11 the 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:
- Any risk to the Employee's health and safety;
 - The Employee's personal circumstances including family responsibilities;
 - The needs of the workplace or enterprise;
 - The notice (if any) given by the employer, of the overtime;
 - The response by the Employee, of his or her intention to refuse it; or
 - 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 FWC.

21 JOB TRANSFERS AND ROTATIONS

- 21.1 Job transfers will be in accordance with the City's Recruitment and Staff Movements Policy.
- 21.2 Subject to there being mutual agreement, Employees may be temporarily rotated to support relevant learning and development. The objective is to encourage the flexible use of the City's workforce, support Service Unit needs and to support multi-skilling.
- 21.3 Employees benefit from the opportunity to develop and enhance their skills. An Employee, who seeks to work in an alternative area or develop new skills through job rotation, should discuss opportunities with their immediate Leader or raise their interest at the time of their annual performance review.
- 21.4 Where management identifies a job rotation opportunity, the Employee will be provided with reasonable notice of the change and will be advised of the dates, location and functions he/she will be performing.

21.5 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, identifying skills and experience the Employee has developed.

21.6 The Employee will receive the appropriate rate of pay for the times he/she will be performing for the period of the rotation however, not a lesser amount than their normal pay unless the Employee has opted to take a lower paid position.

22 ANNUAL LEAVE

22.1 Entitlement

22.1.1 Unless otherwise provided, Employees are entitled to 5 weeks annual leave with pay for each 12-month period worked.

22.1.2 **Rangers & Surveillance Officers and Environmental Health Officers** are entitled to 6 weeks annual leave with pay for each 12-month period worked.

22.1.3 Employees considered Shift-workers in accordance with the Shift-worker definition in Clause 7.22, will be entitled to additional leave in accordance with Clause 7.22.

22.1.4 Annual Leave will accrue on a daily basis. The Employee is not entitled to take annual leave that has not been credited. An Employee is not permitted to have a negative leave balance.

22.1.5 17.5% annual leave loading was converted to three additional annual leave days, which form part of the entitlement set out in clause 22.1.1, in the *City of Wanneroo Salaried Officers Enterprise Agreement 2008* and therefore annual leave loading is not payable and no further claims can be made for annual leave loading.

22.2 Payment of Salaries

An Employee 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 within the pay cycle prior to taking the annual leave.

22.3 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.

22.4 Leave on Termination

If an Employee leaves their employment for any reason the Employee shall be paid for all accrued annual leave, as per Clause 22.1.

22.5 Absence from Work

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

22.6 Taking of Leave

22.6.1 All annual leave applications must be made to the Employees' Operational Leader/ Leader. The employer will not unreasonably refuse a request from an Employee requesting to take annual leave. However authorisation is subject to the operational requirements of the City.

22.6.2 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.

22.6.3 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.

22.7 Christmas Closedown

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

22.8 Leave Without Pay

An Employee, who has been employed by the City for a minimum of 12 months may be entitled to apply for leave without pay. The taking of this leave will be subject to the same requirements as set out in Clause 22.6.

22.9 Casual Employees

Casual Employees are not entitled to annual leave.

22.10 Cashing out of Annual Leave

22.10.1 To fulfil its duty of care obligations and to demonstrate that the City is committed to ensuring the safety and health of all Employees, the City endeavours to ensure that Employees are "fit for work" whilst on duty. This is done through a process of education, awareness, assistance, counselling and managing leave. The City therefore encourages Employees to take regular annual leave in accordance with this Agreement and the City's Leave Management and Entitlements Procedure.

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

22.10.2.1 The Employee has taken at least ten days annual leave in the preceding 12 months;

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

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

22.10.3 The Employee will be subject to tax on any amount paid under this Clause pursuant to the *Income Assessment Act 1936* and the Employer will make the appropriate deduction from the payment.

23 LONG SERVICE LEAVE

23.1 Long Service Leave will be paid in accordance with the Local Government (Long Service Leave) Regulations.

An Employee is entitled to 13 weeks paid long service leave in respect of each 10 years continuous service which the Employee completes and shall be available pro-rata after 7 years. Part-time Employees are entitled to long service leave on a pro-rata basis.

An Employee can elect to either take the long service leave as paid time off or alternatively receive the cash incentive - the monetary value equivalent had they taken the time off. When applying for the cash incentive of long service leave Employees will be required to provide the same notice as if they were taking the leave.

23.2 The full terms and conditions for eligibility to long service leave under this Agreement are in accordance with the provisions set out in the Local Government Long Service Leave Regulations (excluding any content prohibited under industrial legislation during the life of this Agreement). The following subclauses provide a summary of those provisions.

23.3 Taking Leave

An Employee is required to provide at least 2 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 leave periods of less than 13 weeks in any one instance the Employer may accept a shorter period of notice, however, this will be at the Employer's discretion.

23.4 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. The payment method needs to be indicated on the leave form prior to submitting the form to the appropriate Manager for approval.

23.5 Leave on Double Pay

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

23.6 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 operation of the service unit.

23.7 Public Holidays

If a public holiday falls within a period of long service leave, then the day the public holiday falls on 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.

23.8 Termination of Employment

Where the service of an Employee, 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, whichever is the longer, enter the service of another Local Government the Employee shall be entitled to payment of the accrued leave and the Employee will no longer be entitled to take the subject leave.

23.9 Portability of Long Service Leave

23.9.1 The City will recognise service with other Local Governments for the purposes of long service leave entitlements. Entitlement to long service leave will be carried over from Local Government to Local Government.

23.9.2 For the purposes of determining the entitlement of an Employee to long service benefits under these regulations, the service of an Employee shall be regarded as continuous notwithstanding:

- (a) Any absence of the Employee from duty if leave of absence has been granted by their employer;
- (b) The absence of the Employee on account of national service if the period of absence is deemed to be included in the service of the Employee for the purpose of these regulations;
- (c) There being a period of time between the Employee leaving the service of one Local Government and entering the service of another Local Government 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 Local Government in lieu of the Employee's accrued and pro-rata leave entitlements; or two weeks whichever is the longer.

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

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

23.10 Employees may with the agreement of the employer take their accrued long service leave in periods of 1 week or greater or as mutually agreed between the Employee and their Leader.

23.11 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.

24 PUBLIC HOLIDAYS

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

- 24.1.1 New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, and Boxing Day;
- 24.1.2 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
- 24.1.3 Any other day gazetted by the relevant Government Authority.

The two Public Service Holidays in lieu (Tuesday after Easter and 2 January) were converted to an additional two annual leave days in the *City of Wanneroo Salaried Officers Enterprise Agreement 2008* and therefore no further claims can be made for these two Public Service Holidays.

24.2 Holidays in Lieu

- 24.2.1 When Christmas Day is a Saturday or a Sunday, a holiday in lieu shall be observed on 27 December.
- 24.2.2 When Boxing Day is a Saturday or a Sunday, a holiday in lieu shall be observed on 28 December.
- 24.2.3 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.
- 24.2.4 When a day in lieu is being observed as the public holiday then only the day in lieu attracts the payment of any applicable public holiday penalties.

24.3 Working on Public Holidays

- 24.3.1 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.
- 24.3.2 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.
- 24.3.3 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 3 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.
- 24.3.4 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.

24.4 Substitute Days

- 24.4.1 The Employer, with the agreement of the affected Employee who is a party to this Agreement, may substitute another day for any prescribed in Clause 24.1.
- 24.4.2 An agreement pursuant to Clause 24.4.1 shall be recorded in writing and be available to the affected Employee.

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

25 PERSONAL LEAVE

- 25.1 Personal leave is available to an Employee when they are absent:
- (a) due to a personal illness, or injury, of the Employee; or
 - (b) to provide care or support to a member of the Employees' immediate family or household member who requires care or support because of a personal illness, or injury of the member; or an unexpected emergency (due to personal illness or injury) affecting the member.

An Employee who is sick or injured on a Rostered Day Off is not entitled to personal leave for that day.

25.2 Immediate Family or Household

- 25.2.1 The entitlement to personal leave for caring or support purposes in accordance with 25.1(b) is subject to the person in respect to whom the leave is being taken 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 Employer prior to making a determination for the leave request).
- 25.2.2 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; or
 - (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.

25.3 Entitlement

- 25.3.1 Upon commencement, an Employee will be credited with 10 day's personal leave.
- 25.3.2 A full time Employee is entitled to receive 10 days personal leave per annum credited to them on the anniversary of each of the first 3 years of employment. A part time Employee is entitled to personal leave for the hours they are contracted to work proportional to a full time Employee.
- 25.3.3 Where an Employee has been continuously employed for a period of 4 years or more the Employee will be entitled to 12 days personal leave credited to them at the commencement of their fifth year of employment and at the commencement of each year thereafter. A part time Employee is entitled to personal leave for the hours they are contracted to work proportional to a full time Employee.
- 25.3.4 An Employee is entitled to take any accrued personal leave for the reasons set out in clause 25.1 and to attend an appointment at an Employee Assistance provider supplied by the City. However, an Employee is not entitled to go into a negative personal leave balance nor can they apply for personal leave in advance, unless by agreement with the Leader and the

Employee provides a medical certificate with the expected date that the personal leave will be required to be taken.

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

25.2.6 Casual Employees have no entitlement to paid personal leave, as casual Employees receive a casual loading in lieu of the entitlement.

25.4 Casual Employees

25.4.1 Subject to evidentiary and notice requirements contained within this clause, casual Employees shall be entitled to unpaid personal leave.

25.4.2 The period of absence shall be agreed between the employer and Employee or, failing agreement, shall be up to two days unpaid per occasion.

25.4.3 The Employer must not fail to re-engage a casual Employee after a period of personal leave if there is still work to be carried out.

25.5 Evidence

Employees must provide evidence in the following circumstances that would satisfy a 'reasonable person' (e.g. a medical certificate) in support of a claim for personal leave:

25.5.1 For any period of personal leave of more than two consecutive business days ; or

25.5.2 In all other circumstances if directed by the employer.

Disciplinary procedures may be followed to manage any abuse of Personal Leave or the failure to provide a medical certificate upon request.

The immediate Leader may require Employees claiming Personal Leave to submit to an examination by an appropriately qualified medical practitioner at no cost to the Employee, provided the Employee is notified prior to attending work or where the Employee has failed to satisfy a 'reasonable person'.

25.6 Notice of Intent to Take Personal Leave

To be entitled to personal leave an Employee who is unable to attend work due to temporary incapacity must:

25.6.1 Advise their immediate Leader of their intent to take personal leave. Contact must be made with the Leader, or in the absence of the Leader, the NUL to advise of their absence.

25.6.2 Contact must be made prior to the commencement of duty, where possible, or where not, no later than one hour of the usual start time. The Employee will provide the employer with information pertaining to:

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

25.6.3 If contact is not made within this time, the Leader 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.

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, may contact the police to ensure the safety of the Employee.

25.7 Workers Compensation

If an Employee is receiving workers compensation payments, for the duration that the Employee is on workers compensation the Employee will not be entitled to accrue any personal leave.

25.8 Personal Leave during Annual Leave

25.8.1 If an Employee is sick during a period of annual leave, then the annual leave will be re-credited to the Employee, provided the Employee provides a medical certificate.

25.8.2 Annual leave will only be re-credited if the Employee has an entitlement to personal leave as at the proposed commencement date for the personal leave. If the Employee does not have an entitlement to personal leave, then they may use some other form of paid leave, or unpaid personal leave.

25.9 Unpaid Personal Leave (for Carers Leave)

Where an Employee has exhausted their paid entitlement they shall be entitled to unpaid carers leave for the purposes defined in Clause 25.1(b). The period of absence shall be agreed between the employer and the Employee or failing agreement shall be up to two days per occasion, and will be subject to the requirements of Clauses 25.5 and 25.6.

25.10 Portability of Personal Leave

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

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

The City will accept liability of up to 8 weeks accrued personal leave for an Employee entering in the service of the City, providing the Employee comes from another Local Government, and they have not had a break in service. The term service shall have the same meaning as for Long Service Leave at Clause 23.9.2.

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

25.11 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 personal leave purposes.

26 COMPASSIONATE LEAVE

- 26.1** In accordance with the NES, Employees are entitled to up to two days compassionate leave per occasion where a member of their immediate family or household as per clause 25.2 has a personal illness or sustains a personal injury that poses a serious threat to their life or dies.
- 26.2** Except in the case of casual Employees, compassionate leave is payable at the Employees ordinary rate of pay.
- 26.3** To be entitled to compassionate leave, the Employee may be required to provide evidence to satisfy a reasonable person of the relationship, illness, injury or death.
- 26.4** Compassionate leave may be taken in a single unbroken period of 2 days or 2 separate periods of one day or as agreed otherwise by the parties.
- 26.5** Where an Employee has exhausted their paid entitlement they shall be entitled to unpaid compassionate leave or at the request of the Employee utilise their existing annual leave entitlements. The period of absence shall be agreed between the employer and the Employee or failing agreement shall be up to two days per occasion.
- 26.6** Where a family or household member defined in Clause 25.2 dies outside of Australia, an Employee shall be entitled to three paid days absence per occasion.

27 SPECIAL PAID LEAVE

27.1 Volunteer Service Leave

After the completion of 12 months' continuous service, permanent full-time Employees shall be entitled to one day of paid Volunteer Service Leave per annum. This is provided that the volunteering activity is with a registered charity/ community organisation within Western Australia, and subject to the provision of appropriate evidence of the volunteer activity approved by the Leader in advance.

27.2 Cultural and Ceremonial Leave

The parties recognise and value cultural workplace diversity and will therefore provide opportunities for Employees to observe days of cultural, ceremonial and religious significance. Where such attendance requires times away from work, Employees will be entitled to use existing 'accrued' leave entitlements.

Employees must disclose any cultural, ceremonial or religious leave requirements in advance of any related leave request.

27.3 Family Violence Leave

The City recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work.

An Employee experiencing family violence will have access to the City's Employee Assistance Provider; and may use their accrued leave entitlements for medical appointments, legal proceedings and other activities related to family violence.

Employees may be required to provide evidence to substantiate the need for this leave. Evidence may include a court order, police report, hospital incident report or incident report from a social and community service organisation registered with the Women's Council for Domestic and Family Violence Services.

28 PARENTAL LEAVE

28.1 The provisions of this Clause apply to full-time, part-time and eligible long term casual Employees (as defined by the Act).

28.2 Subject to the terms of this Clause and the Act, Employees are entitled to Parental Leave and to work part-time in connection with the birth or adoption of a child.

28.3 Definitions

28.3.1 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 16 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 6 months or more.

28.3.2 Subject to Clause 28.3.3, in this clause, "spouse" includes a de facto or former spouse.

28.3.3 In relation to Clause 28.6, "spouse" includes a de facto spouse but does not include a former spouse.

28.3.4 "Primary Care Giver" is the Employee who has, or will have, the primary responsibility to care for a child.

28.3.5 "Employee Couple" are two national system (as defined in the Act) Employees that are the spouse or de facto partner of the other.

28.4 Basic Entitlement

28.4.1 After the completion of 12 months continuous service, Employees are entitled to a total of 52 weeks 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. For the purposes of the qualifying period set out in this clause, the 12 months' continuous service is calculated with reference to the proposed date of commencement of the parental leave.

28.5 Paid Parental Leave

28.5.1 Full-time and part-time Employees who will be the Primary Care Giver of a child, are entitled to have up to 12 weeks of the parental leave, as set out in clause 28.4.1 paid on the basis of the Employee's length of continuous service as follows:

Period of Service	Entitlement
Completion of 12 months' and less than 2 years' continuous service	8 weeks

Completion of 2 and less than 3 years' continuous service	10 weeks
Completion of 3 or more years' continuous service	12 weeks

Employees will be required to provide confirmation that they will be the Primary Care Giver of the child in support of any application made in accordance with this clause.

- 28.5.2 An Employee whose spouse has given birth to a child and who has, or will have responsibility for the care of the child, but is not the Primary Care Giver, is entitled to take two weeks paid parental leave upon the birth of that child. In the case of adoption, an Employee who is not the Primary Care Giver of a child who the Employee has, or will have, responsibility for the care of may take two weeks paid parental leave upon the date of placement of the child. This will form part of the 52 weeks parental leave entitlement set out in clause 28.4.1.
- 28.5.3 Paid parental leave is calculated on the base rate of pay based on contractual hours.
- 28.5.4 All existing entitlements will accrue during the period of paid leave.
- 28.5.5 Paid parental leave can be taken at half pay (i.e. up to 24 weeks leave).
- 28.5.6 Subject to Clause 28.5, while parental leave is to be available to only one parent at a time, both members of an Employee couple may simultaneously take:
 - 28.5.6.1 an unbroken period of up to 8 week's unpaid leave at the time of the birth of the child. Which may include separate periods provided the period is not shorter than 2 weeks.
 - 28.5.6.2 for adoption leave, an unbroken period of up to 8 weeks unpaid leave at the time of placement of the child.
 - 28.5.6.3 notwithstanding the above, any Employee may request up to eight weeks unpaid leave for an Employee who has, or will have a responsibility to care for a child.

28.6 Application for Parental Leave

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

Event	Notice Period
The expected date of confinement (included in a certificate from a registered medical practitioner confirming the pregnancy)	At least 10 weeks prior to the expected date
The date on which the Employee proposes to commence parental leave and the period of leave to be taken	At least 4 weeks prior to the proposed commencement of the leave

- 28.6.2 When the Employee gives notice of the expected date of confinement under Clause 28.6.1 the Employee must also provide a written notice

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.

- 28.6.3 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.
- 28.6.4 Subject to Clauses 28.5 and 28.6 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.
- 28.6.5 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, the Employer may require the Employee to provide a medical certificate stating that she is fit to work on her normal duties.

28.7 Special Parental Leave

- 28.7.1 Where the pregnancy of an Employee who is not on maternity leave at the time, terminates within 28 weeks of the expected date of 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.
- 28.7.2 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.
- 28.7.3 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.
- 28.7.4 Where leave is granted under Clause 28.5, 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.

28.8 Parental Leave – (Adoption leave)

- 28.8.1 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.
- 28.8.2 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.
- 28.8.3 Before commencing adoption leave, an Employee will provide the employer with a statutory declaration stating:
 - 28.8.3.1 The Employee is seeking adoption leave to become the Primary Care Giver of the child;
 - 28.8.3.2 Particulars of any period of adoption leave sought or taken by the Employee's spouse; and

- 28.8.3.3 That for the period of adoption leave the Employee will not engage in any conduct inconsistent with their contract of employment.
- 28.8.4 The Employer may require an Employee to provide confirmation from the appropriate government authority of the placement.
- 28.8.5 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.
- 28.8.6 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.
- 28.8.7 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.

28.9 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.

28.10 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. All entitlements will be in addition to any Government Paid Parental Leave scheme, for which the Employee may qualify.

28.11 Transfer to a Safe Job

- 28.11.1 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 until the first occurrence of:

- the cessation of the illness or risk; or
- the commencement of maternity leave.

During the risk period, the Employee will be paid at the Employee's full rate of pay (for the position she held before the transfer) for the hours she works in the risk period and on the conditions attaching to that of the 'safe job'.

28.11.2 The City will undertake all reasonable efforts to find suitable alternative duties, provided an Employee presents a medical certificate from a registered medical practitioner classifying that the Employee is fit for duties. If the City is unable to find alternative duties, the Employee may elect to commence parental leave early, until such time as the City finds alternative duties, this paid leave will be deemed as "No Safe Job Leave" and will be paid on ordinary time earnings only. No Safe Job Leave ends when the period of unpaid parental leave starts (or paid parental leave starts in the case of Employees working with the City for more than 12 months).

When determining alternative duties, the City will ensure that these duties are consistent with the provisions of Clause 35.3.1.

28.12 Returning to Work After a Period of Parental Leave

- 28.12.1 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.
- 28.12.2 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 28.11, the Employee will be entitled to return to the position they held immediately before such transfer.
- 28.12.3 Where such a 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.
- 28.12.4 An Employee may request part time work until the child reaches school age. Approval will be dependent on operational requirements.
- 28.12.5 An Employee may request an extension of their unpaid parental leave of up to a further 12 months, provided the Employee notifies their Leader no less than 8 weeks before the expiry of the initial 52 week parental leave as set out in clause 28.4.1.

28.13 Replacement Employees

- 28.13.1 A replacement Employee is an Employee specifically engaged or temporarily promoted or transferred, as a result of an Employee proceeding on parental leave.
- 28.13.2 Before the 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.

28.14 Communication during Parental Leave

- 28.14.1 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:
 - 28.14.1.1 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

28.14.1.2 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.

28.14.2 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.

28.14.3 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 28.14.1.

28.15 The Employer must not fail to Re-engage a Casual Employee because:

28.15.1 The Employee or Employee's spouse is pregnant; or

28.15.2 The Employee is or has been immediately absent on parental leave.

29 PURCHASE OF ADDITIONAL LEAVE

An Employee may apply to be paid for up to 48 weeks work, over a 52 week period. Purchased leave can be applied for on a biannual basis and leave will accrue on a pro-rata basis, depending on when the Employee joined the scheme. Such additional leave arrangements require the endorsement of the Leader and approval by the NUL. In assessing applications, consideration will be given to the:

29.1 Employees' current leave balances;

29.2 Impact on service delivery; and

29.3 Capacity to fund a replacement.

30 TRAINING AND DEVELOPMENT

The City recognises that Employees are its most important asset and that its future success will be directly related to the performance of its Employees at all levels. The parties recognise that changes to work, service provisions and programs occur in an evolving organisation and, although some roles, tasks and functions of its Employees may change, employment security will be a commitment of all parties.

Reasonable, succession planning, multi-skilling, retraining and redeployment will be the primary strategies used to ensure employment security. In return Employees commit to the principles of flexibility and cooperation in these processes.

30.1 The City is committed to partnering Employees in developing a more highly skilled and flexible workforce.

30.2 The City believes that quality training and development provides all Employees 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.

30.3 The City is committed to training and development which:

- 30.3.1 Encourages and assists all Employees to develop their skills and knowledge to improve individual and organisational performance and job satisfaction, relevant to the Employee's role and responsibilities.
 - 30.3.2 Assists the City to achieve its strategic objectives.
 - 30.3.3 Ensures equitable access for all Employees to development opportunities appropriate to the individual's needs.
 - 30.3.4 Promotes voluntary participation except where required for organisational, legislative, industrial, or health and safety reasons.
 - 30.3.5 Recognises the development of Employees as a joint responsibility shared by Employees, Leaders, NULs and the City.
 - 30.3.6 Provides Educational Study Assistance in accordance with the City's *Educational Assistance and Study Leave Management Procedure*.
- 30.4 Employees have a clear responsibility to maintain the required skill level and to maintain high performance in their current position and, to be ready to assume further responsibilities. In recognition of the benefits of Employee's development to the individual as well as the City, Employees are encouraged:
- 30.4.1 To seek opportunities to upgrade the skills and knowledge required in their current position;
 - 30.4.2 To use constructively the Performance Development process to identify their development needs and opportunities to their respective Leader.

31 STUDY LEAVE/ ASSISTANCE

The parties recognise the need for a more highly skilled, flexible and adaptive workforce in order to bring about desired improvements. The Application for Study Leave/ assistance and reimbursement of fees will be detailed in the City's Learning and Development Procedure and is only available to approved permanent Employees.

- 31.1 **Study Leave** provides the Employee with the ability to access up to five hours paid study leave per week for full time Employees (pro-rata for part time Employees) on a 50:50 arrangement i.e. the City will provide paid study leave for up to 50% of the total study time (up to a maximum of five hours). The Employee must then fulfil at least the other 50% of study time in their own time. This time is for the purpose of attending:
- lectures;
 - exams; and
 - required course participation,
- which includes the time taken to travel. When applying for study leave, notice must be provided to the Leader in accordance with Clause 22.6 – Taking of Leave.
- 31.2 **Study Assistance** is restricted to approved work related Vocational Education & Training (VET) and University courses, with each application being assessed on its merits by the Director, taking into regard each of the following:
- Benefit to the Employee; and
 - Benefit to the City; and
 - Only Employees who have been employed by the City on a permanent basis for a period greater than 12 months and who have met all the Key Performance Indicators for their position are eligible to apply for study assistance; and

- The proposed study must be referenced within the Employee's annual performance review training plan.
- 31.3 Reimbursement of Study Assistance tuition fees** will apply for approved units of study only. The City will reimburse 75% of the unit fee to the Employee subject to:
- the Employee passing the approved unit; and
 - the Employee presenting a copy of the unit fee from the recognised training body/ Registered Training Organisation.
- 31.4** An Employee, whose employment terminates, or where the Employee resigns (excludes voluntary severance/ redundancy) from the City within:
- 12 months from the City making payments, will reimburse the City the full 100% of the tuition fees paid by the City.
 - 12-24 months from the City making payments, will reimburse the City 50% of the tuition fees paid by the City.
- 31.5** Study assistance is to be applied for per semester. Note that additional fees incurred for late enrolment or late payment, or fees for the completion of repeat units will not be reimbursed. Where an Employee withdraws from a unit, immediate contact must be made to the Leader to withdraw the Employee from the program.
- 31.6** Ancillary items such as parking fees, stationery, and travel costs cannot be claimed under this clause, this includes the costs of text books and costs for associated study materials.

32 EMPLOYMENT QUALIFICATIONS

- 32.1** Where an Employee is required to hold a current qualification or licence to meet the essential 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.

This will be subject to the Employee being employed at the City for a minimum of 12 months prior to the Renewal of Qualification request and provided the Employee has satisfactorily performed in their role as determined by their NUL.

32.2 Driver's Licence

- 32.2.1** An Employee who is responsible for driving a City vehicle must immediately, formally advise their Leader in the event of any loss or suspension of their Driver's Licence.
- 32.2.2** Where the loss or suspension is for 6 months or less and it is an inherent requirement of their position, the City in conjunction with the Employee will seek to try and cover the period through either a combination of:
- Alternative duties (strictly subject to leader approval)
 - Paid leave
 - Leave without pay.

Where the suspension or loss of licence is for a period greater than 6 months or there are repeat offences in the same 6 months, the contract of employment for that Employee will be reviewed. In these circumstances each case will be treated on its merits and could potentially result in immediate disciplinary action.

- 32.2.3** Where the Employee suffers a suspension or loss of license and the need of a drivers licence is an inherent requirement of their role, the contract of

employment for that Employee will be reviewed. In these circumstances each case will be treated on its merits, and could potentially result in immediate disciplinary action.

- 32.2.4 The Employee is responsible for the cost of all drivers' licence renewals, which must be undertaken in their own time.
- 32.2.5 Where an Employee does not have a current driver's licence and they are caught driving a City vehicle, disciplinary action will be taken.
- 32.2.6 If the Employee is driving a City vehicle without a current licence 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.

33 OCCUPATIONAL SAFETY AND HEALTH

- 33.1 The City is committed to implementing an effective and comprehensive occupational safety and health program, in compliance with the Occupational Health and Safety Act 1984 or any subsequent replacement Act.
- 33.2 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 materials and equipment necessary to ensure a safe working environment.
- 33.3 Equally the Employee agrees to comply with the City's safety standards and statutory obligations and contribute to 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 an equivalent standard. Should the Work-Safe Certification program cease to operate, certification by an independent qualified organisation or person will suffice.
- 33.4 Employees must not possess, consume or use drugs and/or alcohol (or abuse prescription or non-prescription drugs/medication) whilst undertaking work at the direction of the city.

Employees must report instances where they have been prescribed medication or drugs that have the ability to impact on the inherent requirements of their job, to their Leader prior to the commencement of their shift and provide to their Leader a note from their medical practitioner advising of the purpose of the medication and any possible side effects.

The City may require Employees to undertake breath, urine, saliva, hair, plasma or blood testing in accordance with the City's policies and procedures.

Other recognised best practice substance testing regimes may be introduced by the City. A breach of the above requirements will result in disciplinary action, up to and including the summary termination of employment. The Employee has the right to appeal the disciplinary action under Clause 9 Dispute Resolution Procedure within this Agreement.

- 33.5 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.
- 33.6** 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.
- 33.7** Where an Employee is injured at work, the City will work with the Employee and support agencies toward a full recovery.
- 33.8** The City will ensure they have a current insurance policy that provides Employee journey insurance cover whilst travelling in a direct route to and from work.

34 SUPERANNUATION AND SALARY PACKAGING

34.1 Superannuation

The City makes superannuation contributions on the Employees' behalf in accordance with the Superannuation Guarantee (Administration) Act 1992 (Cth) and this Enterprise 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 Total Contribution by the City of 15%. The Maximum Total Contribution will consist of the compulsory Superannuation Guarantee contribution (e.g. currently 9.5%) and an additional co-contribution of no more than the difference between the compulsory Superannuation Guarantee contribution and 15% (e.g. currently 5.5%).

34.2 Salary Packaging

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

The City may make available to Employees covered by this Agreement the opportunity to participate in a salary-packaging scheme. The City shall engage the services of a reputable contractor for the purpose of implementing and administering such a scheme.

34.3 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.

35 REDUNDANCY

The City has developed this Clause to support those Employees who are affected by redundancy. A position is redundant when the City no longer requires the job the person has been performing to be performed by anyone and has been unable to identify a suitable alternative position (except where this is due to the ordinary and customary turnover of labour). Where an Employee's employment has

been terminated due to redundancy, the Employee will be unable to be rehired by the City in any capacity for a period of not less than 12 months, calculated from the effective date of the redundancy.

35.1 Scope

This Clause 35 does not apply:

- where employment is terminated as a consequence of conduct that justifies dismissal;
- to casual Employees;
- to fixed term/temporary Employees whose employment is terminated by the completion of their agreed term of engagement; or
- job transfers and rotations as prescribed in Clause 21.

35.2 Communication of Redundancy

Where a definite decision has been made by the City that results in a position being made redundant, the City will provide written notice to, and meet with, the affected Employee, and where requested by the Employee, notify the Employee's representative, as soon as practicable. Employees appointing a representative must advise the City in writing of the name, address and contact details of their representative. The City's meeting with the Employee will include discussions regarding ways to minimise the impact of a redundancy on the affected Employee.

35.3 Process

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

Alternative Employment

35.3.1 To mitigate the effects of a position being made redundant the City wherever possible and practical will offer to redeploy the affected Employee to a suitable alternative position within the City.

A suitable alternative position is generally a position which has or requires similar responsibilities, authorities, qualifications, experience and capabilities to the Employee's original position.

35.3.2 Should the City, within a period of four months commencing on written notification being received by the Employee that their position is being made redundant (**Redeployment Period**) be unable to provide two offers of suitable alternative positions, then the provisions of Clause 35.3.5 (Voluntary Severance Package) will apply. However, should the Employee refuse two offers of suitable alternative positions then the provisions of Clause 35.3.6 (Redundancy Package) will apply.

The Redeployment Period ends at the time the Employee is offered a second suitable alternative position, or four months following being advised that their position will be redundant (whichever occurs first).

35.3.3 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 following the date upon which the Employee commences in the new position. There shall be no entitlement to any further increase in salary until such time as the salary relevant to the lower level 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 pay rate described in Schedule 1 or 2 as applicable, plus contractual allowances and over Agreement payments. Where the base pay rate is variable, the rate will be the average base pay received over the previous 3 months.

Support Services

35.3.4 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 35.3.5:

- (a) Paid time off to job search and attend interviews - 8 hours during the four month redeployment period;
- (b) Financial Advisory Sessions - Total maximum of 3 hours; and
- (c) Personal or Job related counselling - Total maximum of 3 hours.

Voluntary Severance Package

35.3.5 At the commencement of the Redeployment Period the Employee will also be offered the option of accepting a Voluntary Severance Package (as described by this clause 35.3.5) in lieu of redeployment. In the event that such an offer is made, the Employee will be given a consideration period of 7 business days in which to accept or reject the offer of the Voluntary Severance Package made at the commencement of the Redeployment Period.

A final offer of a Voluntary Severance Package will be made in the event that the City has been unable to make two offers of suitable alternative positions within the Redeployment Period. The Employee will be given a consideration period of two business days in which to accept or reject this final offer of a Voluntary Severance Package.

Should the Employee accept a Voluntary Severance Package the following will be paid in addition to leave entitlements:

- 35.3.5.1 Three weeks' pay for each year of completed service with the City, capped at a maximum of 64 weeks;
- 35.3.5.2 Where an Employee has been employed with the City for a minimum of five years completed 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 , and clause 23 (Long Service Leave);
- 35.3.5.3 Payment in lieu of notice – 4 weeks plus an additional one week if the Employee is aged over 45 years (this payment only applies if the Voluntary Severance Payment is accepted at the commencement of the Redeployment Period).

Redundancy Package

35.3.6 In the event the Employee refused two offers of suitable alternative positions, the following Redundancy Package will be paid in addition to leave entitlements:

- 35.3.6.1 Payment for each year of service – consistent with 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 a minimum of four years continuous service with the City prior to the City notifying the Employee in accordance with clause 35.2 that the position held is to be made redundant;
- 35.3.6.2 Where an Employee has been employed with the City for a minimum of five completed years, 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 and Clause 23 – Long Service Leave;
- 35.3.6.3 Payment in lieu of notice of 4 weeks plus an additional one week if aged over 45 years should the period in which the two offers of suitable alternative positions have been made and refused is within 4 weeks after commencement of the Redeployment Period.

35.4 Employee Leaving During Redeployment Period

An Employee whose position has been made redundant may terminate their employment during the Redeployment Period. In such case, the Employee will be entitled to the Redundancy Package set out in clause 35.3.6 but will not be entitled to payment in lieu of notice.

36 COMMITMENT TO PERMANENT EMPLOYMENT

- 36.1 The parties are committed to working together to ensure that permanent employment (not agencies) 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.
- 36.2 The City is committed to a policy of employing permanent Employees over temporary/casual Employees or persons employed through a third party, unless the nature of the work is short term, seasonal or is not able to be arranged so that it can be offered to a permanent Employee, due to operational requirements, funding or seasonal variations necessitating the employment of casual or temporary Employees.
- 36.3 After a period of 12 continuous months, casual Employees who can demonstrate rosters where they have worked the same hours and the same days for the 12 month period will be offered permanent employment unless the coverage was for a specific purpose or there is a substantive holder of the position.

37 EMPLOYEE INITIATED PHASED IN RETIREMENT

The City is committed to providing a range of strategic 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 arrangements prescribed below.

- 37.1 A full-time or part-time (of at least 50% of full-time Employee equivalent) ongoing Employee may voluntarily apply to convert to a fixed-term contract part-time appointment of at least 50% for a period of between one to two years, as a transitional arrangement prior to retiring from the City, provided the Employee has been employed with the City for at least 10 years.

- 37.2 The part-time appointment need not be limited to a full-year appointment.
- 37.3 Alternatively, a full-time Employee may elect to have a full-time appointment converted to a part-year appointment.
- 37.4 The City will continue to pay the employer contribution (only the compulsory superannuation) at the full-time rate over the period of the fixed-term contract to maintain the Employees' superannuation benefit.
- 37.5 The Employee may elect to continue paying pre-tax Employee superannuation contributions over the fixed period.
- 37.6 Long service leave and annual leave entitlements will accrue on a part-time basis as at the commencement date of the fixed-term appointment. At the end of the fixed-term appointment, all entitlements will be paid pro-rata to reflect total equivalent full-time years of service.
- 37.7 An Employee may defer the taking of all or part of their long service leave entitlement upon entering into an arrangement under this clause.
- 37.8 Employees are expected to work over the normal range of duties for their classification during the period of part-time work. Duties should be agreed as part of the fixed-term contract prior to the commencement of the part-time appointment.
- 37.9 Subject to performance reviews and operational requirements, the City has the ability to negotiate a phased in retirement plan with its Employees. Such a decision will require the mutual agreement of the City and the Employee(s) and will be subject to:
- Options being explored for a reduction in hours;
 - Health and Safety Implications; and
 - Availability of alternative positions.
- 37.10 Prior to approval of any application, the City shall inform the Employee of the consequences of accepting an end of career contractual arrangement. The Employee is responsible for seeking suitable independent advice on the impact of these arrangements on such matters as superannuation, leave entitlements and taxation prior to committing to the arrangement.
- 37.11 The City is under no obligation to reinstate the Employees' employment should the Employee change their mind.
- 37.12 The Employees request to work part time 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 employer within 4 weeks of receipt of the request. Where such a request is approved it shall be implemented within a reasonable timeframe, subject to operational requirements.

38 CLASSIFICATION TOOL

- 38.1 As of the Effective Date, the City has engaged the services of Mercer Consulting Pty Ltd to support a Position Description Review for positions under this Agreement to determine role clarity and work value within the City, having consideration for Western Australia's comparative market.
- 38.2 Where an Employee's classification is reduced as result of the new Classification tool, the salary of the higher classification will be maintained for a period of two years

consistent with Clause 35.3.3 of this Agreement. The Employee will also be placed on the highest step of the new classification where a reduction arises.

- 38.3 Until the new classification tool has been finalised, the current classification and reclassification procedure and classification structure definitions at Appendix 1, will be used to determine the appropriate classification for a position.

39 ALLOWANCES

39.1 Fares and Travelling Time

39.1.1 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.

39.1.1.1 An Employee to whom Clause 39.1.1 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.

39.1.1.2 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.

39.1.1.3 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.

39.2 Higher Duties

39.2.1 Where an Employee is authorised to act in a position having a salary higher than that of their own grade and which is fixed by this Agreement, for 5 consecutive days (or shifts) or more, the Employee shall receive for the time so worked, the salary specified for the higher-grade position.

39.2.2 Should an Employee be authorised to act in a higher level position in a calendar week that includes a public holiday, the public holiday is to be deemed as a day the employee is authorised to act in a higher position for the purposes of calculating the 5 consecutive days (or shifts) qualifying period set out in clause 39.2.1.

39.2.3 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.

- 39.2.4 When an Employee, while acting in a higher position, is required to perform overtime, the Employee will be paid overtime rates at the higher rate of salary.
- 39.2.5 Where an Employee has been acting in a higher position for a continuous period of 12 months or more, they may be permanently appointed to that position in accordance with the City's Recruitment and Staff Movements Policy and Procedure, unless the relief period is for a specific purpose. This period may be extended by mutual agreement.
- 39.2.6 The only exception to the qualifying period set out in clause 39.2.1, is where an Employee in a position with delegated authority, for example a Senior Lifeguard is absent and their position must be filled in their absence to ensure compliance with relevant regulations or legislation. In such cases, the employee authorised to act in the position shall receive payment for all time so worked, without having to meet the qualifying period set out in clause 39.2.1.

39.3 Meal Allowance

- 39.3.1 Subject to the provisions of Clause 39.3.2(a), an Employee required to work overtime for more than two hours shall be paid \$14.35 for a meal and, if after an additional four hours of overtime is worked, a second or subsequent meal is required he/she shall be paid \$14.35 for each meal so required. This shall not apply where meals are provided by the employer at the employer's cost.
- 39.3.2 The provisions of Clause 39.3.1 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.
- 39.3.3 If an Employee to whom Clause 39.3.2(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 39.3.1.

39.4 Special Rates

- 39.4.1 All Employees engaged on firefighting duties shall be paid at the rate of \$0.63 per hour in addition to their ordinary rate of wage for the time so employed.
- 39.4.2 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 \$3.07 per day; or
 - when working more than 6.1 metres below the surface, the amount of \$4.33 per day.

39.5 Vehicle Allowance

- 39.5.1 In this sub-clause "Metropolitan area" means that area within a radius of 50 kilometers from the Perth railway station.
- 39.5.2 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.
- 39.5.3 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.
- 39.5.4 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 (if a requirement of employment)

Area and Details	Engine displacement (in cubic centimetres)		
	Over 2600cc	1600 – 2600cc	1600cc and under
	Cents per kilometre		
Metropolitan area			
First 4000km	196.26	166.03	139.74
Over 4000 -8000km	80.92	76.12	57.70
Over 1800 –1600km	42.49	36.45	32.26
Over 16000km	44.59	37.76	32.38

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	90.50	77.25	64.12

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	31.35

- 39.5.5 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 39.5.4. 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.

39.5.6 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 39.5.4. 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.

39.6 Adjustment of Rates

The rates prescribed in Clauses 39.3, 39.4, 39.5, 39.8 and 39.9 will be further adjusted in line with movements of the Perth CPI at the times set out in clause 18.1.

39.7 Reimbursement of Accommodation and Camping Expenses

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

39.8 First Aid Allowance

An Employee who has been trained to render first aid and who is a current holder of recognised first aid qualifications, and who is appointed by the employer to perform first aid duties, will be paid an allowance of \$741.81 per annum.

39.9 Working in the Field Allowance

Where an Employee travels on City business and is required to stay overnight at a place other than their normal residence and is required to work in the field, they shall be paid an allowance of \$14.88 per day.

40 PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING

40.1 The City shall where necessary and relevant provide Employees with all protective clothing and equipment required, including safety glasses.

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

40.3 Where any clothing is provided by the employer it shall remain the property of the City.

40.4 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.

40.5 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.

40.6 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.

41 WITNESS/ JURY DUTY

41.1 An Employee required to serve on a jury or as a witness, shall as soon as practicable, after being summoned to serve, notify their direct Leader.

- 41.2 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 their duties as a juror or witness.
- 41.3 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.

42 DEFENCE FORCE RESERVES LEAVE

- 42.1 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.
- 42.2 Leave of absence may be paid or unpaid in accordance with the provisions of this Clause.
- 42.3 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.
- 42.4 Paid Leave
- 42.4.1 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.
- 42.4.2 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.
- 42.4.3 On written application, an Employee shall be paid salary in advance when proceeding on such leave.
- 42.4.4 Casual officers are not entitled to paid leave for the purpose of Defence service.
- 42.4.5 An officer is entitled to paid leave for a period not exceeding 15 days on full pay in any period of 12 months commencing 1 July in each year.
- 42.4.6 An officer is entitled to a further period of leave, not exceeding 16 calendar days, in any period of 12 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.
- 42.5 Unpaid Leave
- 42.5.1 Any leave for the purpose of Defence service that exceeds the paid entitlement prescribed in Clause 42.4 of this clause shall be unpaid
- 42.5.2 Casual Employees are entitled to unpaid leave for the purpose of Defence service.

42.6 Use of Other Leave

- 42.6.1 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.
- 42.6.2 An employer cannot compel an Employee to use long service leave for the purpose of Defence service.

43 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.

44 USE OF GPS TECHNOLOGY

- 44.1 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.
- 44.2 The City may install GPS technology on any City vehicle, plant or equipment which will be used:
- as a duress alarm in the case of emergencies;
 - for the logging of equipment operating parameters;
 - for the collection of data for equipment performance analysis;
 - to provide statistical location data; and
 - to provide real time location of vehicles to ensure operational safety and efficiency.
- 44.3 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 44.2) and is relevant to that Employee.
- 44.4 The information sourced from the technology will only be viewed and used by the appropriate parties. Information that is obtained in relation to Clause 44.3, with the permission of the Employees, will remain confidential and will only be distributed to those Employees who require the information, including the Manager, Director and the City's People & Culture team
- 44.5 Consent in relation to the GPS policy for new Employees will be obtained via their contract of employment.
- 44.6 This clause cannot override any legislation contained in the Western Australian Surveillance Devices Act 1998 (or as amended).

45 ON CALL

- 45.1 Some business units are required to support the public over a 24 hour period. To carry out this function nominated Employees will facilitate an oncall roster to provide a timely and appropriate response by the City.
- 45.2 Employees directed to be on call will be paid \$8.08 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.

- 45.3 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 & Surveillance Officers, where it is a specific requirement of their job.
- 45.4 Employees have the option of not participating in the oncall roster, except in the case of Rangers & Surveillance Officers where it is a specific role within their duty statement. The frequency with which an Employee may be rostered to be oncall shall be restricted to once every four weeks, except with the written agreement of the Employee.
- 45.5 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 immediate supervisor, and:
- 45.5.1 If an Employee needs to change their roster, then they are to arrange for a suitable replacement.
- 45.5.2 The Supervisor will need to approve the variation to the roster prior to the change occurring.
- 45.6 All Employees while oncall shall maintain themselves in accordance with the City's Fitness for Work Policy.
- 45.7 All Employees shall be responsible for notifying their supervisor, where practicable, when their on-call duty will be affected by illness, injury or carer's responsibilities.
- 45.8 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.
- 45.9 While rostered on call Employees will ensure they are available to respond immediately on receiving a call.

46 CALL OUT RATES

- 46.1 For the purposes of this Agreement, an Employee will be deemed to be on a call out if the Employee is required to work:
- On a day other than their standard days of work; and
 - After having completed their standard hours of work and having signed off for the day are required to undertake further work on behalf of the City.
- 46.2 All after hours call out work will be paid a minimum of 3 hours call out payment, as per Clause 46.4, unless the Employee is only required to contact another party by phone, in this case a payment of \$50 will be paid.
- 46.3 Multiple call-outs during that 3 hour minimum period will not result in additional payments for each call out.
- 46.4 Employees will be paid for call out at the rate of double time or, on public holidays double time and one half, 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.

- 46.5 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.
- 46.6 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.
- 46.7 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 45.2.
- 46.8 Should the Employee identify additional works that must be attended to immediately (i.e. not routine maintenance work) they shall proceed with the works. Non urgent works shall be reported to the appropriate business unit the next business day.
- 46.9 In support of the City's Fitness for Work Policy an Employee who attends on site to a call out between the hours of 11:00pm and 5:00am, will amend their starting time in accordance with clause 19.8.

47 PERFORMANCE REVIEWS

- 47.1 An annual performance review will be undertaken with all Employees on an annual basis conducted with the Employee and their Leader (where possible). The performance review shall be confidential and without limiting the scope, it is intended to identify:
- Any new or enhanced skills required by the Employee, if any, together with proposed competency levels required to perform in the position;
 - Any development and expansion anticipated by the Manager for the Employee in both the long term and short term;
 - 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;
 - Career Development;
 - The performance objectives required; and
 - Current performance level.
- 47.2 Following the annual performance review, Employees shall be eligible for incremental salary progression if:
- The Employee has given satisfactory service over the preceding 12 months; and
 - The Employee has acquired and is required by the employer to utilise new and/or enhanced skills within the ambit of the level definition for his/her position and other skills where agreed at the Employees development/performance review, and this has been certified in writing following, and part of the assessment process.

48 FLEXIBLE WORKING ARRANGEMENTS

- 48.1 The parties recognise that the City has policies and procedures in relation to flexible working arrangements. Leaders and Employees are encouraged to work together to establish the best working pattern for their service, which will enable flexibility to both parties.
- 48.2 Other than Employees on standard hours rostered arrangements which cannot be adjusted due to operational requirements or serving a probationary period covered by

this Agreement, Employees are able to apply for individual flexible working arrangements. Leaders and Employees must ensure, prior to approval to participate in the flexible working arrangements that:

- 48.2.1 The best possible levels of working efficiency and customer service are maintained;
 - 48.2.2 Hours of work and days worked are correctly recorded;
 - 48.2.3 Adequate staffing requirements are maintained at all times;
 - 48.2.4 All hours of work are productive and meet the City's operational needs;
 - 48.2.5 Flexible time intended to be accumulated is to be authorised by the relevant Leader in accordance with the City's Flexible Working Arrangements Procedure.
- 48.3 The City also has a Flexible Working Arrangements Policy and Procedure which supports the City's commitment to flexible work arrangements which will continue to operate and will remain in force unchanged during the life of this Agreement, subject to legislative changes and consultation in accordance with Clause 11 of this Agreement.

Individual Flexibility Arrangements

- 48.4 Those eligible Employee's covered by this Agreement may in discussion with their Leader agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a) the Agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and Employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and Employee without coercion or duress.
- 48.5 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.
- 48.6 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.

48.7 The employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

48.8 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.

49 TRAINEESHIPS

All trainees will be paid in accordance with the applicable Award – National Training Wage.

50 ANTI-DISCRIMINATION

50.1 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.

50.2 Accordingly, in fulfilling their obligations under the Dispute Resolution Procedures 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.

50.3 Nothing within this clause is to be taken to affect:

50.3.1 Any different treatment (or treatment having different effects) which is specially exempted under the anti-discrimination legislation within the State of Western Australia and the Commonwealth.

50.3.2 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.

51 NO EXTRA CLAIMS

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

51.2 Salary adjustments arising out of the FWC's determinations subsequent to the expiry of this Agreement will apply to the salary rates in Schedule 1 and Schedule 2, effective from the date of the FWC's order, should the parties not be able to negotiate a new Agreement.

52 EMPLOYEE REPRESENTATIVES

52.1 The City acknowledges the need to have effective workplace relations. In recognition of representatives who operate within the workplace, such representatives shall be allowed sufficient access to Employees, resources and training necessary to represent Employees in workplace relations issues, at the discretion of the Chief Executive Officer, provided this request is consistent with the Fair Work Legislation in place during the life of this Agreement.

52.2 This may include, for example, Occupational Safety & Health Representatives and Australian Services Union Workplace Representatives.

53 RECOVERY OF OUTSTANDING DEBTS

- 53.1 Notwithstanding any other provisions of this Agreement, the City may recover from an Employee during the course of their employment or at the date of termination of employment any outstanding debts, overpayments of salary or allowances or the monetary value of items of equipment issued and not returned by the Employee.
- 53.2 Prior to instigating the recovery of any monies the Employee shall be provided with written notice of the:
- reason for the alleged overpayment;
 - amount to be recovered;
 - the respective pay dates for any deduction; and
 - a verified calculation advice outlining the components of the outstanding debt.

The amount to be deducted shall be formally agreed between the City and the Employee.

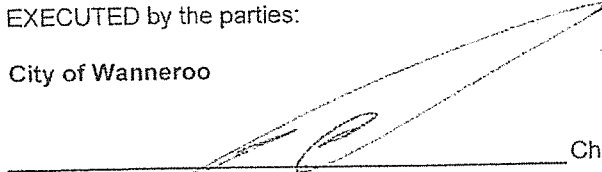
- 53.3 If no agreement on the amount to be deducted can be reached within 30 calendar days, the City may determine a reasonable schedule of deductions.
- 53.4 The Employee shall have the right to review, comment or reply to the written notice.
- 53.5 As far as is practicable, the outstanding debt should be repaid within the period of the same income tax year.
- 53.6 The City can recover all outstanding debts from the Employee's final payment.

AGREEMENT OF PARTIES

Signatories

EXECUTED by the parties:

City of Wanneroo




Chief Executive Officer
On this 30 day of March 20 16

Australian Municipal Administrative Clerical and Services Union (ASU)

Name: Jill Hugo (JILL HUGO)

Date: 31st day of March 20 16

Witness Signature: 

Name: CLAIRE COLID

On this 31st day of MARCH 20 16

On behalf of the Employee Representatives elected by the Employees

Name: JEREMY MARTIN STENHOUSE

Date: 31ST day of MARCH 20 16

Witness Signature: 

Name: EMMA KANE

On this 31st day of MARCH 20 16

APPENDIX 1

CLASSIFICATION/ RECLASSIFICATION OF POSITIONS

(This Appendix may be replaced with an alternative Classification Framework following implementation of the new Classification Tool)

- Positions will be classified in accordance with the level definitions provided for in this Agreement.
- Job descriptions shall be used as the primary source of classifying positions. The position shall be evaluated and considered against the classification definitions.
- Any party may make a written request for a position reclassification on an annual basis or at the time of the Employees development review. Provided that where there are deemed to be exceptional circumstances, an application may be lodged at any time. Should an Officer be successful in his/her position being reclassified, the date of effect shall be the date of lodgement of the application.
- The grounds for which a request for review may be made are, having regard to the classification definitions as specified in this Appendix as follows:
 - Significant and identifiable changes in the nature and work value of the duties performed;
 - Significant increases in responsibilities;
 - Significant change in the skills, knowledge and experience required to undertake the duties.
- Within four weeks of receipt of the application, the employer shall supply the applicant with a written response detailing the outcome of the application.
- The applicant may request a representative to be party to any discussions.
- On initial appointment of an Officer, the employer shall give consideration to an Officer's previous relevant experience in order to ascertain the appropriate salary point for the position.

Classification Structure Definitions

LEVEL 1

Characteristics of the level

- This level is an introductory level for Employees with no previous experience in the position to be filled.
- At this level, Officers work under close direction and undertake routine activities that require the practical application of basic skills and techniques in a support role.
- General features at this level consist of performing clearly defined activities. Officers' duties at this level will be closely monitored with instruction and assistance always available.
- Freedom to act is limited by standards and procedures.
- Positions at this level will involve Officers in extensive, on the job training, including familiarisation with the goals and objectives of the work section.
- Age from fifteen to twenty and to include any special circumstances.

- The entry point for adults with minimal skills or knowledge in Local Government or minimal relevant experience will be Level 1 Step 6. Progression to Level 2 for such Officers will be automatic on the completion of 12 months of satisfactory service.
- Supervision of other Employees is not a feature at this level.

Requirements of the job

Some or all of the following are needed to perform work at this level.

Skills, knowledge, experience, qualifications and/or training:

- Developing knowledge of the positions policy and practices;
- No formal qualifications required at this level;
- It is desirable that Officers are studying for an appropriate certificate;
- Basic numeracy and written and verbal communication skills;
- At this level, employers are expected to offer substantial on the job training.

Responsibilities

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

- Undertake routine activities;
- Become familiar with established practices and procedures;
- Learn basic interpersonal skills.

Organisational relationships

- Works under direct supervision.

Extent of authority

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

LEVEL 2

Characteristics of the level

- At this level, officers work under close direction and undertake routine activities that require the practical application of basic skills and techniques.

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

Requirements of the job

Some or all of the following are needed to perform work at this level.

Skills, knowledge, experience, qualifications and /or training:

- Developing knowledge of the section/department function and operation;
- Adequate knowledge of work practices and policies of the relevant work area;
- Basic knowledge of procedures and equipment relevant to the work area;
- Basic numeracy, written and verbal communication skills relevant to the work area;
- No formal qualifications required at this level;
- At this level, employers are expected to offer continuing on the job training;
- It is desirable that Officers are studying for an appropriate certificate or undertaking either internal or external training.

Responsibilities

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

- Undertake routine activities of a support nature;
- Undertake straightforward operation of equipment relevant to department/section;
- Provide routine information to other departments and public;
- Apply established practices and procedures;
- Perform general duties.

Organisational relationships

- Works under direct supervision.

Extent of authority

- Work outcomes are regularly monitored;
- Freedom to act limited by standards and procedures;
- Solutions to problems found in established procedures and instructions, assistance readily available.

LEVEL 3

Characteristics of the level

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

Requirements of the job

Some of all of the following are needed to perform work at this level.

Skills, knowledge experience, qualifications and/or training:

- Developing skills in oral, written and interpersonal communication with clients and other members of the public;
- Knowledge of established work practices and procedures relevant to the work area;
- Knowledge of policies, regulations and statutory requirements relating to the work area;
- Understanding of clear but complex rules;
- Application of techniques relevant to the work area;
- No formal qualifications required;

Or

- Appropriate post-trade certificate relevant to the work area;

Or

- Entry point for three year Degree/Associate Diploma/appropriate certificate without experience;

Or

- Will have attained through previous appointments or service an equivalent level of expertise and experience to undertake the range of activities require;

Or

- Appropriate on the job training and relevant experience.

Responsibilities

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

- Undertake a range of activities requiring the application of established work procedures and may exercise limited initiative and/or judgement within clearly established procedures and /or guidelines;
- Achieve outcomes that are clearly defined;
- Operate general workplace equipment, initiate corrective action at an elementary level;
- Operate and be conversant with relevant workplace equipment and utilise the functions of those systems and be proficient in their use;
- Provide support requiring the exercise of sound judgement, initiative, confidentiality and sensitivity in the performance of work;
- Perform tasks of a sensitive nature including the provision of more than routine information, the receiving and accounting for monies and assistance to client/ratepayers;
- Provide para professional support to qualified Officers;
- Oversight the work of unqualified Employees and /or take charge of a minor function within the Local Government;
- Undertake routine inspectorial duties involving the enforcement of general by – laws/regulations, assist Senior Officers with special projects;
- Exercise operational responsibility for a single purpose complex;
- Perform tasks requiring of established work practices and procedures relevant to the work area;
- Where prime responsibility is to supervise outside Employees:
 - Plan and coordinate the activities of Employees within a single works function of Local Government;
 - Supervise the day-to-day operation of a minor works project;

- Responsible for a minor works project/programme;
- Where prime responsibility lies in a technical field:
 - Apply established practices and procedures in the conduct of a range of technical activities including the fields of constructions, engineering, survey and horticulture;
 - Responsible for a minor project.

Organisational relationships

- Where relevant, supervise minor works programmes/projects;
- Works under regular supervision;
- Oversee and guide a limited number of lower Classified Officers.

Extent of authority

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

LEVEL 4

Characteristics of the level

- At this level Officers work under general direction in the application of procedures, methods and guidelines, which are well established. However, graduates initially appointed at this level will be under the direct supervision of a Senior Officer.
- General features of this level involve solving problems of limited difficulty using knowledge, judgement and work organisational skills acquired through qualifications and/or previous work experience. Assistance is available from Senior Officers. Officers may receive instruction on the broader aspects of the work. In addition, Officers may provide assistance to lower classified Employees.
- Positions at this level allow Officers the scope for exercising initiatives in the application of established work procedures.
- At this level Officers may be required to supervise. Officers with supervisory responsibilities may undertake some complex operational work and may undertake planning and coordination of activities within the work area.
- Officers will be responsible for managing and planning their own work and that of subordinate Employees and may be required to deal with formal disciplinary issues within the work area.
- Supervisors should have a basic knowledge of the principles of human resource management and be able to assist subordinate Employees with on-the-job training.
- It is desirable that three-year degree holders shall progress to this level after the completion of 12 months service at the top of Level 3, after obtaining relevant experience and a

satisfactory degree of competence. This is the appointment level for any graduate with a relevant four-year degree who is required to undertake work related to that qualification.

- Officers with certificate qualifications relevant to the work area may be promoted to this level once they have obtained the appropriate certificate and have had relevant satisfactory service and undertake work related to the responsibilities under this level.

Requirements of the job

Skills, knowledge, experience, qualifications and/or training;

- Thorough knowledge of work activities performed within the work area;
- Sound knowledge of procedural/operational methods of the work area;
- May utilise professional, specialised or technical knowledge;
- Working knowledge of statutory requirements relevant to the work area;
- Ability to apply computing concepts;
- Entry level for four year degree in the relevant discipline;

Or

- Entry level for three degree plus Graduate Diploma in the relevant discipline;

Or

- Associate Diploma with experience;

Or

- Three year degree plus one year professional experience in the relevant discipline;

Or

- Appropriate certificate with relevant experience;

Or

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

Responsibilities

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

- Undertake responsibility for various activities in a specialised area and/or components of the works programme;
- Exercise responsibility for a function within the work area;
- Assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of the Officer;
- Supervise the work of other para professional Employees;
- Regularly undertake general inspections to enforce compliance with various Acts, Regulations, Local Laws and Policies;

- Advise landholders/local authorities/government Officers on eradication/control techniques and measures and inform them of their obligations under the relevant legislation;
- Provide advice on requirements for compliance with the relevant Acts, Codes, Regulations, Standards, Local Laws and City policies. Undertake inspections;
- Undertake minor development assessment duties;
- Exercise operational responsibility for a multi-purpose complex;
- Coordinate elementary community services programmes or a single programme at a more complex level;
- Plan and coordinate elementary community based projects/programmes;
- Perform moderately complex functions including social planning, demographic analysis, survey design and analysis;
- Provide support requiring a high degree of judgement, initiative, confidentiality and sensitivity in the performance of work;
- Proficient in the operation of equipment to enable modification or correction of and /or the identification of operational problems;
- Where prime responsibility lies in a professional field, Officers at this level would undertake at least some of the following:
 - Undertake some minor phase of a broad or more complex assignment;
 - Provide assistance to Senior Officers;
 - Perform duties of a specialised nature;
- Where the prime responsibility is to supervise the work of outside Employees, supervision may extend to several elements of the work:
 - Plan and coordinate minor works;
 - Exercise responsibility for a number of minor works and determine objectives for the functions under their control;
- Where the prime responsibility lies in a technical field, Officers at this level:
 - Perform moderately complex functions in various fields including construction, engineering surveying and horticulture;
 - Assist and review work done by subordinate Officers.

Organisational relationships

- Graduates work under direct supervision;
- Works under general supervision;
- Supervision of other Employees;
- Operate as a member of a professional team.

Extent of authority

- May set outcome/objectives for specific projects;

- Graduates receive instructions on the broader aspects of the work;
- Freedom to act within defined established practices;
- Problems can usually be solved by reference to procedures, documented methods and instructions. Assistance is available when problems occur.

LEVEL 5

Characteristics of the level

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

Requirements of the job

Some or all of the following are needed to perform work at this level.

Skills, knowledge, experience, qualifications and/or training:

- Knowledge of statutory requirements relevant to work area;
- Knowledge of section procedures, policies and activities;
- Sound discipline knowledge gained through previous experience, training or education;
- Knowledge of the role of departments within the Local Government and/or service functions;
- Specialists require an understanding of the underlying principles in the relevant disciplines;
- Relevant four year degree with two years relevant experience or degree year degree with three year of relevant experience;

Or

- Associate Diploma with relevant experience;

Or

- Lesser formal qualifications with substantial years of relevant experience;

Or

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

Responsibilities

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

- Undertake activities that may require the Officer to exercise judgement and/or contribute critical knowledge and skills where procedures are not clearly defined;
- Exercise responsibility for various functions within the work area;
- Identification of specific or desired performance outcomes;
- Contribute to interpretation and administration of matters for which there are no clearly established procedures;
- Provide support of a complex nature to Senior Officers;
- Ensure plans, permits and applications comply with appropriate legislation;
- Manage a multi-purpose complex;
- Undertake a wide range of activities associated with programme, activity or service delivery;
- Where the prime responsibility lies in a professional field, Officers at this level, would undertake at least some of the following:
 - Liaise with other professionals at a technical level;
 - Discuss techniques, procedures and/or results with clients on straight forward matters;
 - Lead a team within a discipline related project and/or a works programme;
 - Provide a reference, research, and /or technical information service including the facility to understand and develop technologically based systems;
 - Carry out a variety of activities requiring initiative and judgement in the selection and application of established principles, techniques and methods;
 - Perform a range of planning functions exercising knowledge of statutory and legal requirements;
 - Assist Senior Officers with the planning and coordination of a community programme of a complex nature;
 - Undertake duties in the relevant disciplines utilising knowledge of procedures and statutory requirements relevant to the work area;
- Where the prime responsibility is to supervise the work of outside Employees, Officers at this level:

- Exercise responsibility for work groups including the completion of work assignment, standards of work quality and/or compliance with regulations, codes and specifications;
- Assist Senior Officers with the establishment of work programmes of a complex nature;
- Responsible for part of the works programme budget;
- Where the prime responsibility lies in a technical field, Officers at this level:
 - Undertake projects which impact on the sections and/or departments programmes;
 - Carry out a variety of activities in the field of technical operation requiring initiative and judgement in the selections and application of established principles, techniques and methods.

Organisational relationships

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

Extent of authority

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

LEVEL 6

Characteristics of the level

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

section/department. In addition, interpersonal skills are required to gain the cooperation of clients and Employees.

- Officers responsible for projects and/or functions will be required to establish outcomes to achieve departmental/Local Government goals. Specialists may be required to provide multi-disciplinary advice.

Requirements of the job

Some or all of the following are needed to perform work at this level.

Skills, knowledge, experience qualifications and/or training:

- Knowledge of departmental programmes, policies and activities;
- Sound discipline knowledge gained through experience;
- Sound knowledge of the role of the employer's structure and service;
- Relevant degree with relevant experience;

Or

- Associate Diploma with substantial experience;

Or

- Less formal qualifications with specialised skills sufficient to perform at this level;

Or

- Attained through previous appointments, service and/or study and equivalent level of experience and expertise to undertake the range of activities required.

Responsibilities

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

- Responsible for a range of functions within the sections and/or department requiring a high level of knowledge and skills;
- Undertake responsibility for a moderately complex project;
- Undertake a minor phase of a broader or more complex professional assignment;
- Assist with the preparation or prepare departmental or section budgets;
- Set priorities and monitor workflow in areas of responsibility;
- Provide expert advice to lower Classified Officers;
- Exercise judgement and initiative where procedures not clearly defined;
- Operate as a specialist Officer in the relevant discipline where decisions made and taken rest with the Officer with no reference to a Senior Officer;

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

Organisational relationships

- Works under general direction;
- Supervise other Officers.

Extent of authority

- Exercise a degree of autonomy;
- Control projects and/or programmes;

- Set outcomes for subordinates;
- Establish priorities and monitor workflow in areas of responsibility;
- Solutions to problems can generally be found in documented techniques, precedents and guidelines or instructions. Assistance is available when required.

LEVEL 7

Characteristics of the level

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

Requirements of the job

Some or all of the following are needed to perform work at this level.

Skills, knowledge experience, qualifications and/or training:

- Discipline/specialist skills and/or supervision/management abilities exercised within a multi-disciplinary or major single function operation;
- Discipline knowledge gained through experience, training or education;
- Appreciation of the long term goals of the organisation;
- Detailed knowledge of organisation structures or functions;
- Comprehensive knowledge of the employer's policies relevant to the section / department;

- Comprehensive knowledge of statutory requirements relevant to the discipline
- Degree with substantial experience;

Or

- Associate Diploma with substantial experience;

Or

- Lesser formal qualifications with a combination of experience, expertise and competence sufficient to perform the duties required at this level.

Responsibilities

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

- Undertake significant projects and/or functions involving the use of analytical skills;
- Provide advice on matters of complexity within the work area and/or discipline;
- Undertake a range of duties within the work area, including problem definition, planning and the exercise of judgement;
- Provide advice on policy matters and contribute to their development;
- Negotiate on matters of significance within the section and/or department, with other bodies and/or members of the public;
- Control and coordinate a work area within budgetary constraints;
- Exercise a degree of autonomy, within budgetary constraints, in establishing the operation of the work area;
- Undertake duties that involve more than one discipline;
- Provide a consultancy service for a range of activities;
- Where prime responsibility lies in a professional field an Officer at this level, would undertake at least some of the following:
 - Provide support to a range of activities or programmes;
 - Control and coordinate projects;
 - Contribute to the development of new procedures and methodology;
- Provide expert advice/assistance relevant to the discipline;
- Supervise/manage the operation of a work area;
- Supervise on occasions other professional Employees within the discipline;
- Provide consultancy services for a range of activities;
- Where prime responsibility is to supervise outside Employees, Officers at this level:
 - Control and coordinate the works programme within budgetary constraints;

- Supervise large outside work force and/or contractors;
- Exercise a degree of autonomy, within budgetary constraints, in establishing works programmes;
- □where the prime responsibility is in a technical field, Officers at this level:
 - Undertake duties that involve more than one discipline;
 - Contribute to the development of new techniques and methodology;
 - Provide a consultancy service for a range of activities.

Organisational relationships

- Works under limited direction;
- Supervision of Employees;
- Supervision of Employees and/or contractors.

Extent of authority

- May manage a work area;
- Exercise a degree of autonomy (advice available on complex or unusual matters);
- Manage significant projects and/or functions and/or works programs.

LEVEL 8

Characteristics of the level

- At this level, Officers operate under limited direction and exercise managerial responsibility for various functions within the department and/or Local Government or operate as a specialist, a member of a specialised professional team, or independently.
- General features at this level require Officers' involvement in establishing operational procedures which impact on activities undertaken and outcomes achieved by the employer and/or activities undertaken by sections of the community served by the Local Government. Officers will also be required to monitor policies and activities within the work area.
- Officers are involved in the formation/establishment of programs, the procedures and work practices within the department and will be required to provide assistance to other Officers, sections and/or departments.
- Positions at this level will demand responsibility for decision making and the provision of expert advice to other areas of the Local Government. Officers would be expected to undertake the control and coordination of a section, department and/or significant work area. Officers require a good understanding of the long-term goals of the employer.
- In addition positions at this level may be identified by the level of responsibility for decision making, the exercise of judgment and delegated authority and the provision of expert advice.
- The management of Employees is normally a feature at this level and Officers are responsible for a significant work area. Officers are required to set outcomes in relation to their section and/or function and may be required to negotiate matters on behalf of the work area.

Requirements of the job

Some or all of the following are needed to perform work at this level.

Skills, knowledge, experience, qualifications and/or training:

- Comprehensive knowledge of the employer's policies and procedures;
- Application of a high level of discipline knowledge;
- Qualifications are generally beyond those normally acquired through tertiary education alone, typically acquired through completion of higher education qualifications to degree level and extensive relevant experience;

Or

- Lesser formal qualifications with acquisition of considerable skills and extensive relevant experience to an equivalent standard;

Or

- A combination of experience, expertise and competence sufficient to perform the duties required at this level.

Responsibilities

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

- Undertake managerial or specialised functions under a wide range of conditions to achieve results in line with divisional/corporate goals;
- Exercise managerial control, involving the planning, direction, control and evaluation of operations that include providing analysis and interpretation for either a major single discipline or multi discipline operation;
- Develop work practices and procedures for various projects;
- Establish work area outcomes;
- Prepare budget submissions for senior officers and/or the employer;
- Develop and implement significant operational procedures;
- Review operations to determine their effectiveness;
- Develop appropriate methodology and apply proven techniques in providing specialised services;
- Where prime responsibility lies in a professional field officers at this level, would undertake at least some of the following:
 - Control and coordinate projects within an organisation in accordance with corporate goals;
 - Provide advice on policy matters and contribute to its development;
 - Provide a consultancy service to a wide range of clients;
 - Functions may involve complex professional problem solving;

- Where prime responsibility is to supervise outside Employees, officers at this level:
 - Develop and implement significant works programs;
 - Review operations to determine their effectiveness;
- Where prime responsibility is in a technical field, officers at this level:
 - Develop appropriate methodology and apply proven techniques in providing specialised technical services;
 - Exercise significant levels of initiative in the accomplishment of technical objectives.

Organisational relationships

- Works under limited direction;
- Normally supervises other Employees and establish and monitor work outcomes.

Extent of authority

- Manage work area of the local government or works programs;
- Has significant delegated authority;
- Decisions and actions taken at this level may have significant effect on program/projects/work areas being managed.

Level 9

Characteristics of the level

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

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

Requirements of the job

Some or all of the following are needed to perform work at this level.

Skills, knowledge, experience, qualifications and/or training:

- Detailed knowledge of the employer's policy, programs and the procedures and practices;
- High level of discipline knowledge;
- Detailed knowledge of statutory requirements;
- Qualifications are generally beyond those normally acquired through a degree course and experience in the field of specialist expertise. (could be acquired through further formal qualifications in field of expertise or in management);

Or

- Lesser formal qualifications together with the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard;

Or

- A combination of experience, expertise and competence sufficient to perform the duties of the position.

Responsibilities

- To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:
- Undertake work of significant scope and/or complexity. Major portion of the work requires initiative;
- Undertake duties of innovative, novel and/or critical nature with little or no professional direction;
- Undertake functions across a range of administrative, specialist or operational areas which include specific programs/activities, management of service delivery and the provision of high level advice;
- Provide specialist advice on policy matters and contribute to the development/review of policies;
- Manage extensive projects/programs in accordance with departmental/corporate goals. This may require the development, implementation and evaluation of those goals;
- Administer complex policy and program matters;
- Offer consultancy service;
- Evaluate and develop/revise methodology techniques and/or the application of a high level of analytical skills in the attainment and satisfying of the employer's objectives;

- Where the prime responsibility is in a professional field officers at this level, would undertake at least some of the following:
 - Contribute to the development of operational policy;
 - Assess and review the standards and work of other professional personnel/external consultants;
 - Initiate and formulate departmental/local government programs;
 - Implement the employer's objectives within corporate goals;
 - Develop and recommend on-going plans and programs for department/local government;
 - Ensure the outcome of work of significant scope and/or complexity;
- Where prime responsibility is in the supervision of outside Employees, officers at this level:
 - Establish, control and organise ongoing plans and programs for department/local government;
 - Administer complex policy and works program matters;
- where prime responsibility lies in the technical field, officers at this level:
 - Conduct technical support programs and subprograms within the framework of the employer's operating program;
 - Offer consultancy service;
 - Ongoing evaluation and the development/revision of methodology/techniques and/or the application of a high level of analytical skills in the attainment and satisfying of technical objectives.

Organisational relationships

- Works under broad direction.

Extent of authority

- Manage a work area of the Local Government at a higher level of ability;
- Authority to implement and initiate change in area of responsibility within organisational goals and constraints;
- Exercise control of organisational elements, accountable for the quality, effectiveness, cost and timeliness of programs/projects under their control;
- Solutions to problems require analytical approach and elements of development and creativity within the scope of divisional/corporate policies. Methods, procedures and Processes are less well defined and officers are expected to contribute to their development and adaptation.

SCHEDULE 1 – SALARY SCHEDULE

NOTE: the Quantum increase per annum will either represent 3% or Perth CPI or \$30 per week compounded at each anniversary date of this Agreement i.e. \$30 Year 1, \$30.90 Year 2 and \$31.83 Year 3, whichever is the greater (as per Clause 18 of this Agreement)

Level 1	STEP	CURRENT	3% INCREASE YEAR 1 (2016 – Effective Date of the Agreement)	3% INCREASE YEAR 2 \$30.90 (2017)	3% INCREASE YEAR 3 \$31.83 (2018)
16 years & under	1	\$36,642	\$38,202	\$39,809	\$41,464
17 years	2	\$38,236	\$39,796	\$41,403	\$43,058
18 years	3	\$40,550	\$42,110	\$43,717	\$45,372
19 years	4	\$42,872	\$44,432	\$46,039	\$47,694
20 years	5	\$45,173	\$46,733	\$48,340	\$49,995
Adult	6	\$46,850	\$48,410	\$50,017	\$51,672
Level 2	1	\$48,278	\$49,838	\$51,445	\$53,100
	2	\$49,141	\$50,701	\$52,308	\$53,963
	3	\$50,473	\$52,033	\$53,640	\$55,295
	4	\$51,931	\$53,491	\$55,098	\$56,753
Level 3	1	\$53,372	\$54,973	\$56,622	\$58,321
	2	\$54,212	\$55,838	\$57,514	\$59,239
	3	\$55,052	\$56,704	\$58,405	\$60,157
	4	\$56,237	\$57,924	\$59,662	\$61,452
Level 4	1	\$57,738	\$59,470	\$61,254	\$63,092
	2	\$58,913	\$60,680	\$62,501	\$64,376
	3	\$59,981	\$61,780	\$63,634	\$65,543
	4	\$61,774	\$63,627	\$65,536	\$67,502
Level 5	1	\$63,964	\$65,883	\$67,859	\$69,895
	2	\$65,229	\$67,186	\$69,201	\$71,277
	3	\$66,450	\$68,444	\$70,497	\$72,612
	4	\$68,140	\$70,184	\$72,290	\$74,458
Level 6	1	\$69,368	\$71,449	\$73,593	\$75,800
	2	\$71,633	\$73,782	\$75,995	\$78,275
	3	\$73,180	\$75,375	\$77,637	\$79,966
	4	\$74,976	\$77,225	\$79,542	\$81,928
Level 7	1	\$76,753	\$79,056	\$81,427	\$83,870
	2	\$78,742	\$81,104	\$83,537	\$86,044

	3	\$80,384	\$82,796	\$85,279	\$87,838
	4	\$81,558	\$84,005	\$86,525	\$89,121
Level 8	1	\$83,666	\$86,176	\$88,761	\$91,424
	2	\$85,307	\$87,866	\$90,502	\$93,217
	3	\$86,947	\$89,555	\$92,242	\$95,009
	4	\$88,589	\$91,247	\$93,984	\$96,804
Level 9	1	\$91,849	\$94,604	\$97,443	\$100,366
	2	\$93,656	\$96,466	\$99,360	\$102,340
	3	\$95,783	\$98,656	\$101,616	\$104,665
	4	\$97,904	\$100,841	\$103,866	\$106,982

SCHEDULE 2 – SALARY SCHEDULE

NOTE: the Quantum increase per annum will either represent 3% or Perth CPI or \$30 per week compounded at each anniversary date of this Agreement i.e. \$30 Year 1, \$30.90 Year 2 and \$31.83 Year 3, whichever is the greater (as per Clause 18 of this Agreement)

Library Officers Salary Schedule (Level 4 and below with 10% Loading)

		CURRENT	3% INCREASE YEAR 1 (2016 – Effective Date of the Agreement)	3% INCREASE YEAR 2 (2017)	3% INCREASE YEAR 3 (2018)
Level 1	STEP				
Level 2	1	\$53,058	\$54,650	\$56,289	\$57,978
	2	\$54,007	\$55,627	\$57,296	\$59,015
	3	\$55,473	\$57,137	\$58,851	\$60,617
	4	\$57,077	\$58,789	\$60,553	\$62,370
Level 3	1	\$58,662	\$60,422	\$62,235	\$64,102
	2	\$59,586	\$61,374	\$63,215	\$65,111
	3	\$60,510	\$62,325	\$64,195	\$66,121
	4	\$61,813	\$63,667	\$65,577	\$67,545
Level 4	1	\$63,511	\$65,416	\$67,379	\$69,400
	2	\$64,804	\$66,748	\$68,751	\$70,813
	3	\$65,978	\$67,957	\$69,996	\$72,096
	4	\$67,951	\$69,990	\$72,089	\$74,252

Caretakers Salary Schedule

		CURRENT	3% INCREASE YEAR 1 (2016 – Effective Date of the Agreement)	3% INCREASE YEAR 2 (2017)	3% INCREASE YEAR 3 (2018)
Level 1	STEP				
Level 2	1	\$55,500	\$57,165	\$58,880	\$60,646
	2	\$56,493	\$58,188	\$59,933	\$61,731
	3	\$58,025	\$59,766	\$61,559	\$63,405
	4	\$59,702	\$61,493	\$63,338	\$65,238

Rangers & Surveillance Officers Salary Schedule

		CURRENT	3% INCREASE YEAR 1 (2016 – Effective Date of the Agreement)	3% INCREASE YEAR 2 (2017)	3% INCREASE YEAR 3 (2018)
	STEP				
Level 5	1	\$77,428	\$79,751	\$82,143	\$84,608
	2	\$78,961	\$81,330	\$83,770	\$86,283
	3	\$80,439	\$82,852	\$85,338	\$87,898
	4	\$82,485	\$84,960	\$87,508	\$90,134
Level 6	1	\$83,970	\$86,489	\$89,084	\$91,756
	2	\$86,713	\$89,314	\$91,994	\$94,754
	3	\$88,586	\$91,244	\$93,981	\$96,800
	4	\$90,760	\$93,483	\$96,287	\$99,176

Safety Patrol Officers Salary Schedule

		CURRENT	3% INCREASE YEAR 1 (2016 – Effective Date of the Agreement)	3% INCREASE YEAR 2 (2017)	3% INCREASE YEAR 3 (2018)
	STEP				
Level 3	1	\$66,702	\$68,703	\$70,764	\$72,887
	2	\$67,752	\$69,785	\$71,878	\$74,034
	3	\$68,802	\$70,866	\$72,992	\$75,182

	4	\$70,283	\$72,391	\$74,563	\$76,800
Level 4	1	\$72,172	\$74,337	\$76,567	\$78,864
	2	\$73,641	\$75,850	\$78,126	\$80,470
	3	\$74,976	\$77,225	\$79,542	\$81,928
	4	\$77,218	\$79,535	\$81,921	\$84,378

**Community Services Officer (Recreation) Salary Schedule – Permanent Hourly Rates
(for roles not under Schedule 1)**

	CURRENT (2014)	INCREASE YEAR 1 \$30.00 (2016 – Effective Date of the Agreement)	INCREASE YEAR 2 \$30.90 (2017)	INCREASE YEAR 3 \$31.83 (2018)
Lifeguard	\$19.83	\$20.62	\$21.43	\$22.27
Sports Umpire	\$19.83	\$20.62	\$21.43	\$22.27
Gym Instructor	\$23.45	\$24.24	\$25.05	\$25.89
Personal Trainer	\$23.45	\$24.24	\$25.05	\$25.89
Group Fitness Instructor		\$24.24	\$25.05	\$25.89

**Community Services Officer (Recreation) Salary Schedule – Casual Rates
(for roles not under Schedule 1)**

These rates have a 25% loading on the Community Services Officer (Recreation) Permanent Hourly Rates schedule (above) included in accordance with clause 16.1.

	CURRENT (2014)	INCREASE YEAR 1 (2016 – Effective Date of the Agreement)	INCREASE YEAR 2 (2017)	INCREASE YEAR 3 (2018)
Lifeguard	\$24.79	\$25.77	\$26.79	\$27.84
Sports Umpire	\$24.79	\$25.77	\$26.79	\$27.84
Gym Instructor	\$28.14	\$30.30	\$31.31	\$32.36

Personal Trainer	\$28.14	\$30.30	\$31.31	\$32.36
Group Fitness Instructor	\$45.08	\$46.54	\$48.15	\$49.76